



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 Planning Board Regular Meeting 6:00 PM Monday, November 17, 2025 - Train Depot, 614 Broad Street, Beaufort, NC 28516 Monthly Meeting

Call to Order

Roll Call

Agenda Approval

Minutes Approval

- [1.](#) PB Draft Minutes 091525

Public Comment

New Business

- [1.](#) To recommend approval or denial to the Board of Commissioners for 19.67 acres between HWY 101 & Ronnie Road from R8MH, R-20 & R-8 to TCA
- [2.](#) 2026 Planning Board Meeting and Submittal Calendar

Commission / Board Comments

Staff Comments

Adjourn



Town of Beaufort, NC
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Town of Beaufort Planning Board Regular Meeting
6:00 PM Monday, September 15th, 2025 - Train Depot, 614 Broad Street, Beaufort, NC 28516
Minutes

Call to Order

Chair Neve called the September 15th, 2025 Planning Board meeting to order at 6:00 p.m.

Roll Call

The Secretary conducted the roll call for the meeting.

Members Present: Ryan Neve, Chair; George Stanziale, Vice-Chair; Becky Bowler, Clark Patton

Members Absent: Vic Fasolino, Tammy Hunsucker, Jeff Vreugdenhil

A quorum was declared with four members present.

Town Staff Present: Kyle Garner, Planning Director; Mrs. Michelle Eitner, Town Planner; Mr. Arey Grady, Town Attorney; Ms. Laurel Anderson, Board Secretary

Agenda Approval

Member Bowler made the motion to approve the agenda and Member Patton made the second. Chair Neve took a vote that was unanimously approved.

Voting yea: Chair Neve, Vice-Chair Stanziale, Becky Bowler, Clark Patton

Minutes Approval

1. PB Draft Minutes 061625

Member Stanziale stated that he recalled 3" caliper trees being agreed upon when discussing the Beaufort Club agenda item and Chair Neve suggested tabling the minutes until staff could confirm. Member Stanziale made the motion to table the minutes until staff could review the recording and Chair Neve took a vote that was approved.

Voting yea: Chair Neve, Vice-Chair Stanziale, Becky Bowler, 2 Clark Patton

Public Comment

Chair Neve then asked if anyone would like to speak. There were no public comments.

New Business

1. UDO Coastal Resilience Overlay District Draft

Town Planner Michelle Eitner introduced the Coastal Resilience Overlay District draft, noting it reflects the non-intensification zone set out in the land use plan, and introduced consultant Kelly Cousino from White Smith Cousino who provided a detailed presentation on the current draft.

Ms. Cousino reviewed how the project has progressed, noting the UDO Steering Committee had discussed the proposed overlay six times since March, with two community conversations in June and July, and a joint work session with the Board of Commissioners last month. She explained the revisions made since the joint work session:

1. Added a statement to the purpose section recognizing the downtown waterfront's designation as an urban waterfront under CAMA rules.
2. Noted that sea level rise would be as measured by NOAA.
3. Clarified language about district boundaries for the two subdistricts: CR-NIZ (non-intensification zone) and CR-M (moderate hazard).
4. Clarified that existing critical facilities in the NIZ may be renovated, repaired, or altered as long as improvements don't exceed 50%.
5. Reformatted impervious surface coverage standards into a table format for easier reading.

Ms. Cousino noted the draft would go to the Board of Commissioners on October 27th for their consensus before incorporation into the UDO. Additional UDO outreach is planned for October 7th at the town's National Night Out event, with the next steering committee meeting scheduled for October 20th.

Town Attorney Arey Grady explained the statutory context regarding a down-zoning prohibition enacted by the NC General Assembly in 2024 (Senate Bill 382). The legislation requires written consent from property owners for down-zoning, which impacts some provisions in the overlay district. He noted the assumption is that this law will likely be adjusted in a future legislative session, but if not, parts of the overlay district might need revision.

Vice-Chair Stanziale raised questions about federal and state lands in the NIZ and whether they would be exempt from the overlay district, specifically mentioning Pivers Island (federal land) and the Turner Street site owned by the Beaufort Housing Authority. He expressed concern that the overlay would prevent multifamily development on the housing authority property. Staff indicated they would research these specific properties to determine the impact.

Vice-Chair Stanziale also questioned why townhomes couldn't be allowed at a maximum density of five units per acre in the NIZ instead of limiting residential to single-family only. Chair Neve explained that allowing townhomes might lead to concentrating all units near the water in the most vulnerable areas, which would contradict the resilience goals of the ordinance.

The discussion continued with detailed questions about various sections of the draft:

1. Materials and permeability:
 - Vice-Chair Stanziale questioned designating #57 stone as pervious, stating that in his opinion it compacts and is not truly pervious when used for driveways or parking areas.
 - Staff explained they follow state designations for pervious materials but acknowledged practical concerns.
 - Vice-Chair Stanziale strongly opposed allowing #57 stone for parking lots in future UDO sections.

2. Shoreline buffer requirements:

- Vice-Chair Stanziale asked for clarification on specific planting requirements in the 20-foot buffer.
- Chair Neve expressed concerns about the requirement for three-inch caliper trees in salty environments, suggesting smaller trees might be more likely to survive.
- Member Bowler asked about requiring only native species in buffers, which Ms. Cousino confirmed is common in ecological buffer areas.

3. Invasive species removal:

- There was discussion about the language "discouraged" versus "prohibited" regarding heavy equipment use for vegetation removal.
- Several board members agreed the language needed to be more definitive, potentially implementing tree protection zones with specific fines for violations.
- Staff confirmed current ordinances include a \$500 per day fine for violations.

4. Utility lines and easements:

- Vice-Chair Stanziale questioned the "minimum width necessary" language for utility line penetrations, asking who would determine what is necessary.
- Staff explained that most utility lines through buffers would be perpendicular to the shoreline, typically for water and electric service to docks.

5. Low impact development:

- Vice-Chair Stanziale sought clarification on Low Impact Development (LID) requirements, confirming that developments must use at least two LID techniques to manage at least 50% of the site's peak flow.
- He also suggested adding incentives for capturing water for irrigation purposes.

Throughout the discussion, Ms. Cousino and staff made note of the board's concerns and suggestions for potential revisions before final adoption. They clarified that the shoreline management section is somewhat of a placeholder until the town develops a Marine Shoreline Management Plan, which is anticipated for 2027-2028.

Commission/Board Comments

Board members thanked the staff and consulting team for their thorough preparation and for providing the agenda packet well in advance. They acknowledged the complexity of the material and expressed appreciation for everyone's hard work in making the process go smoothly. Chairman Neve encouraged public input on any niche cases where the new rules might create hardships for specific properties.

Staff Comments

Mr. Garner asked the Board to stay engaged with the UDO and Mrs. Eitner gave a brief overview of the upcoming Community Conversations.

Adjourn

Member Patton made the motion to adjourn and Vice-Chair Stanziale made the second. Chair Neve took a vote that was unanimously approved.

Voting yea: Chair Neve, Vice-Chair Stanziale, Becky Bowler, Clark Patton

Chair Neve then declared the meeting adjourned at 7:12 p.m.

Ryan Neve, Chair

Laurel Anderson, Board Secretary

DRAFT

DRAFT

1.



Town of Beaufort, NC

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**Beaufort Planning Board Regular Meeting
6:00 PM Monday, November 17, 2025 – 614 Broad Street- Train Depot**

AGENDA CATEGORY: New Business – Rezoning

SUBJECT: To recommend approval or denial to the Board of Commissioners for 19.67 acres between HWY 101 & Ronnie Road from R8MH, R-20 & R-8 to TCA

BRIEF SUMMARY:

Rezone 19.67 acres between HWY 101 & Ronnie Road from R8MH, R-20 & R-8 to TCA. The proposed rezoning is consistent with the adopted CAMA Land Use Plan of December 2023.

REQUESTED ACTION:

Discussion
Recommendation on Proposed Rezoning

EXPECTED LENGTH OF PRESENTATION:

20 Minutes

SUBMITTED BY:

Kyle Garner, AICP
Planning & Inspections Director

BUDGET AMENDMENT REQUIRED:

N/A



Staff Report

To: Planning Board
From: Kyle Garner, AICP

Date: 11/10/2025
Meeting Date: 11/17/2025

Case Number 25-14

Summary of Request:

Rezone 19.67 acres between HWY 101 & Ronnie Road from R8MH, R-20 & R-8 to TCA

Background

Location(s) & PIN

265 & 275 Hwy 101 (Pin # 730615549966000, 730615546839000, 730614447386000 & 730615640827000)

Owners Applicant

Ballou-Lewis Properties
Taft Development Group

Current Zoning

R8MH, R-20 & R-8

Lot(s) Size & Conformity Status

19.67 Acres Conforming

Existing Land Use

Two single family residences & undeveloped property

Adjoining Land Use & Zoning

North US 70 By-pass & Airport zoned IW (Industrial)
South Developed property zoned – R8MH
East Developed residential property, zoned – R8MH, R-8 & R-20
West US 70 By-pass & Airport zoned IW (Industrial)

Special Flood Hazard Area

Yes No

Public Utilities

Water Available Not Available
Sewer Available Not Available

Additional Information

See Staff Comments

Requested Action

Discussion.
Provide recommendation to the Board of Commissioners to:

- Approve the request;
- Deny the request; or
- Recommend more restrictive zoning district

Staff Comments

- On October 27, 2025, the Board of Commissioners approved a Sewer Allocation Reservation & Workforce Housing Agreement that designates 10% of a proposed multi-family development for workforce housing and reserves 16,800 gallons of sewer allocation for up to 24 months. A copy of the agreement is attached.
- Most of the property was once farmland that reverted to a natural state.
- A rezoning to TCA would allow for the potential of 236 multi-family units. 19.67 acres X 12 units per acre.

CAMA Land Use Plan – Future Land Use Classifications

In accordance with NCGS § 160D-604(d), when conducting a review of proposed zoning text or map amendments the Planning Board shall advise and comment on whether the proposed action is consistent with the Town of Beaufort Comprehensive and CAMA Land Use Plan that has been adopted and any other officially adopted plan that is applicable.

The Planning Board shall provide a written recommendation to the BOC that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the Town of Beaufort Comprehensive and CAMA Land Use Plan shall not preclude consideration or approval of the proposed amendment by the BOC.

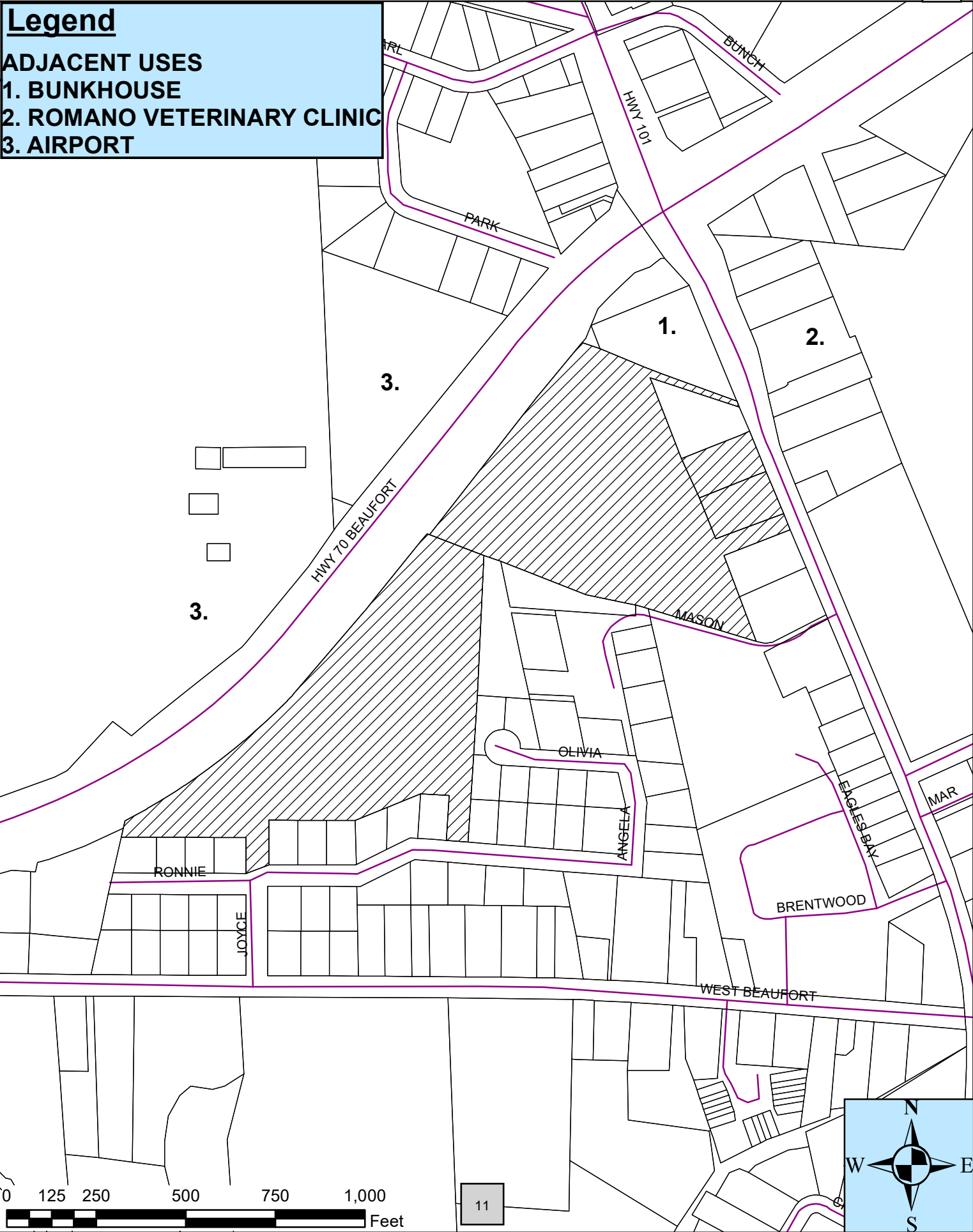
The recently adopted CAMA Land Use Plan identifies this property as **Employment Center** or **Suburban Residential** which is consistent with the rezoning request to TCA. (See Land Use Map & Attached Land Use Description

Attachments:

- Attachment B - Vicinity & Adjacent Uses Map
- Attachment C - Zoning Map
- Attachment D - CAMA Map
- Attachment E – CAMA Description OF Future Land Uses
- Attachment F - CAMA Consistency Statement
- Attachment G - Application Package
- Attachment H - TAFT REZONING MAP
- Attachment I - Abutting Property Owners
- Attachment J – Beaufort Sewer & Workforce Agreement
- Attachment K – Ariel Photo

Item	Proposed (TCA)
Minimum Lot Size	2,750 sq. ft. per dwelling unit
Lot Width	80' Minimum
Front Setback	25 feet
Side Setback	8 feet
Rear Setback	25 feet
Building Height	35 Feet

Legend
ADJACENT USES
1. BUNKHOUSE
2. ROMANO VETERINARY CLINIC
3. AIRPORT

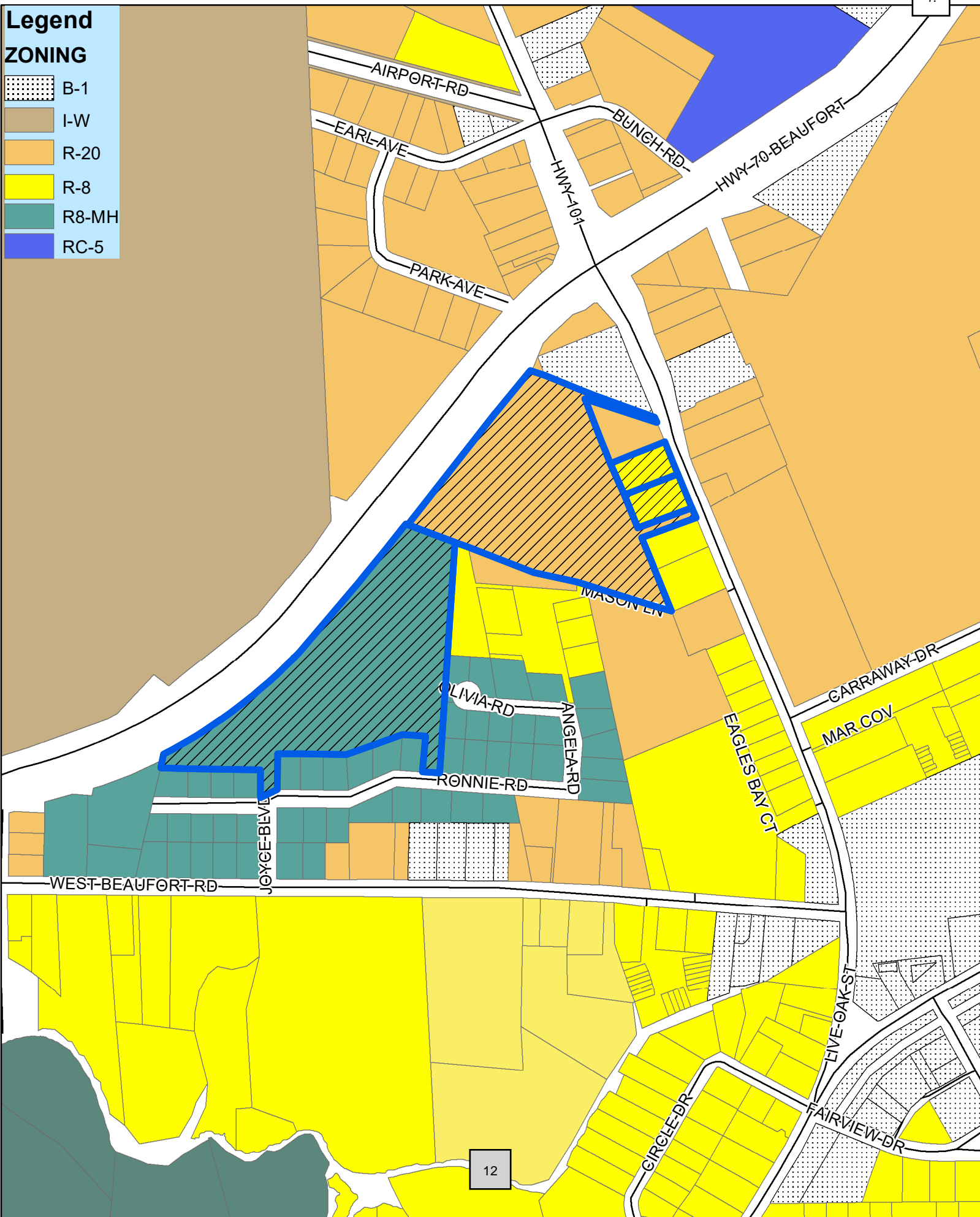


Case 25-14 - 265 & 275 HWY 101 - Zoning Map

1.



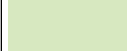










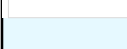
Legend
ZONING

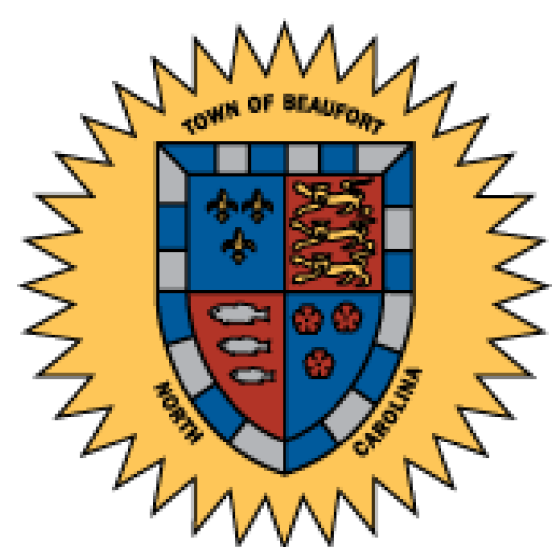
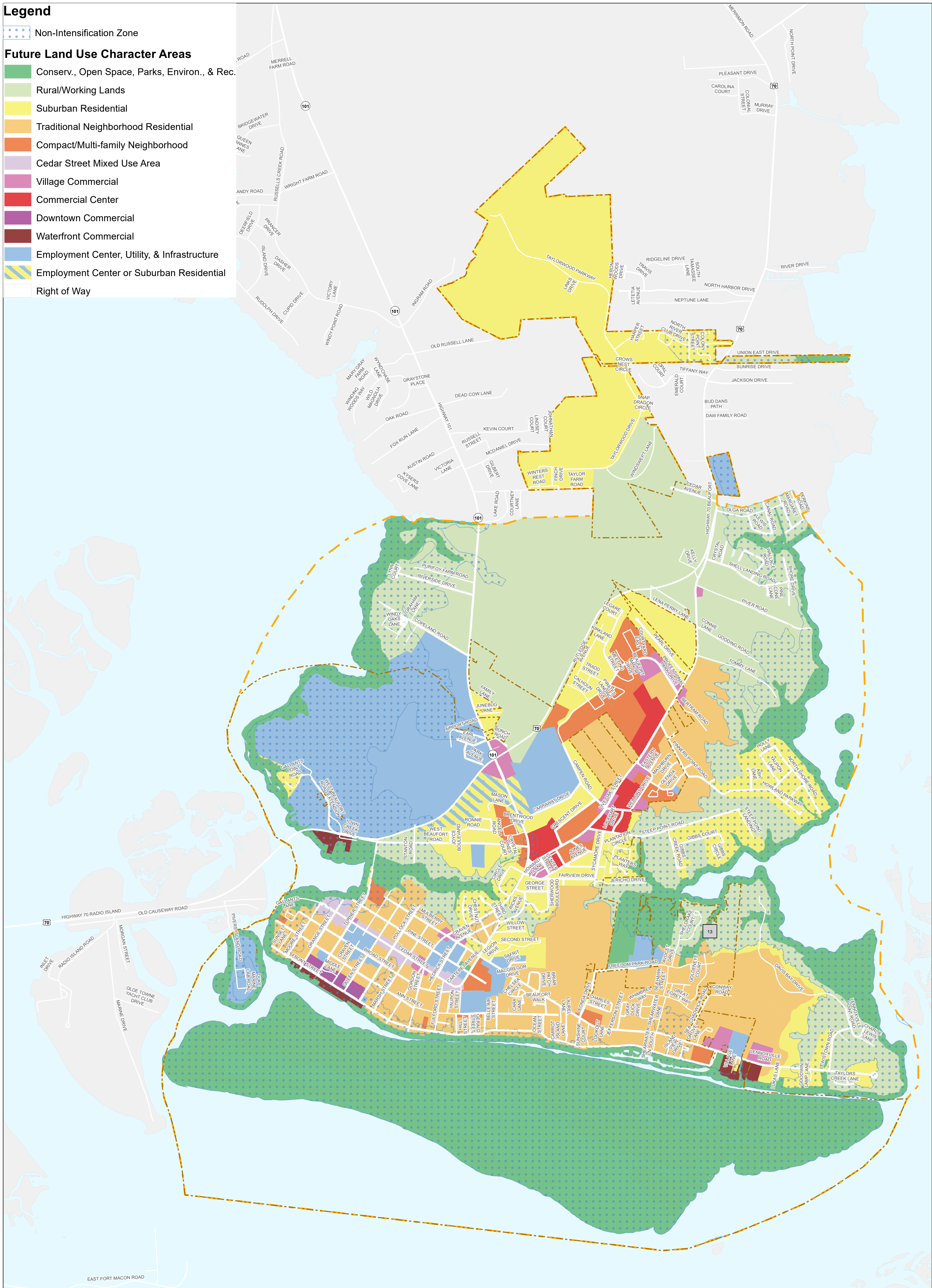
- B-1 (Dotted pattern)
- I-W (Light brown)
- R-20 (Light orange)
- R-8 (Yellow)
- R8-MH (Teal)
- RC-5 (Blue)



12

Legend

-  Non-Intensification Zone
- Future Land Use Character Areas**
-  Conserv., Open Space, Parks, Environ., & Rec.
-  Rural/Working Lands
-  Suburban Residential
-  Traditional Neighborhood Residential
-  Compact/Multi-family Neighborhood
-  Cedar Street Mixed Use Area
-  Village Commercial
-  Commercial Center
-  Downtown Commercial
-  Waterfront Commercial
-  Employment Center, Utility, & Infrastructure
-  Employment Center or Suburban Residential
-  Right of Way



Beaufort NC Comprehensive and CAMA Land Use Plan



Date: 10/28/2025

DISCLAIMER: This map was created using the best available data, and is provided without warranty of any representation of accuracy or completeness. The information herein does not necessarily represent a legal survey. This data is dynamic and in a constant state of maintenance.

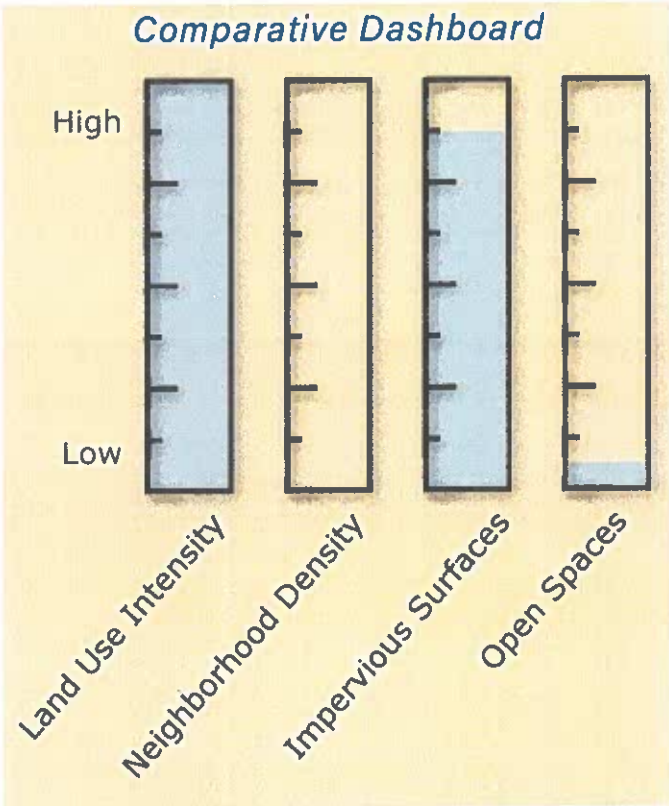
Employment Center / Utility / Infrastructure

General Description:

These employment-supporting land uses provide jobs and centers for economic growth. In many other Towns, these types of uses are heavily screened or separated from different uses, but in Beaufort they are typically pre-existing and/or are already closely located to neighboring structures. These areas should not be allowed to develop for lower intensity uses to infiltrate, since this type of land usually already has the unique combination of factors needed to support these higher intensity uses, and the value to the community of these larger employment-generating uses is significant.

Streets and Circulation:

Because these uses have requirements that are often specific to the occupant, care should be taken at development to



EXAMPLE USES:

Typical Uses:

Offices, manufacturing, fabrication, and industrial uses, lumber yards or high intensity contractor's offices, breweries and distilleries, transportation, logistics, and warehousing. Industrial-supportive commercial uses, such as wholesale operations. Larger institutional uses, such as hospitals or technical colleges involving industrial uses, but excluding non-intensive uses such as churches and primary and secondary schools.

If Context Appropriate:

- » Institutional operations (government maintenance buildings, etc.), provided they

do not detract from the overall commercial nature of an area.

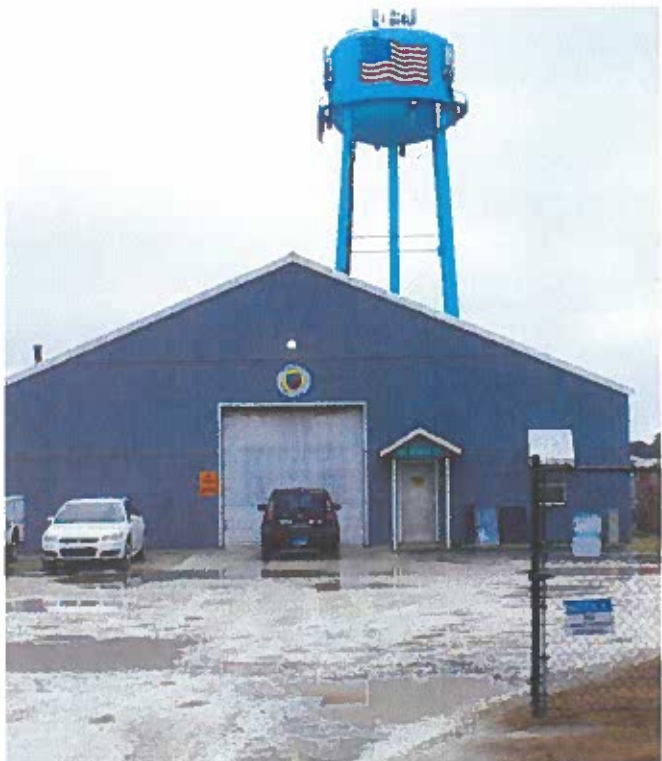
- » Some outside industrial operations may be permissible, depending on location and the extent of external impacts. Otherwise, indoor operations are preferable.
- » Lay-down yards and outdoor storage of heavy equipment or materials.
- » Storage of hazardous materials should only occur outside of areas susceptible to flooding. Best practices would exclude more than just areas in the 100-year floodplain to ensure the risk of environmental pollution is tightly managed.

Employment Center / Utility/Infrastructure

maintain efficient traffic flow and cross access, while also respecting occupant needs. Automobiles and freight are prioritized over pedestrians, although pedestrian linkages may still be necessary in some locations. Streets are designed to accommodate larger vehicles and delivery trucks. Typically, blocks should not need to exceed 500' to 600', but in some locations (such as the old Atlantic Veneer campus) these areas have grown through the years with much larger block sizes.

Other Concerns:

With the ever-present high demand for residential properties in coastal communities, it is difficult to argue against old industrial or manufacturing properties converting to residential neighborhoods. This is especially difficult if buildings are vacant and there is limited demand for manufacturing business space. However, it is important to realize that once these industrially-suited areas are lost they will likely never return. This may be tolerable and/or even appropriate, based on the specific situation, but it is a consideration to be discussed, especially given some community members' desire to diversify the employment base of the community away from a heavy reliance on tourism. If these properties are lost and demand for those uses still exists, it is likely new sites will be developed elsewhere, potentially not in Town limits.

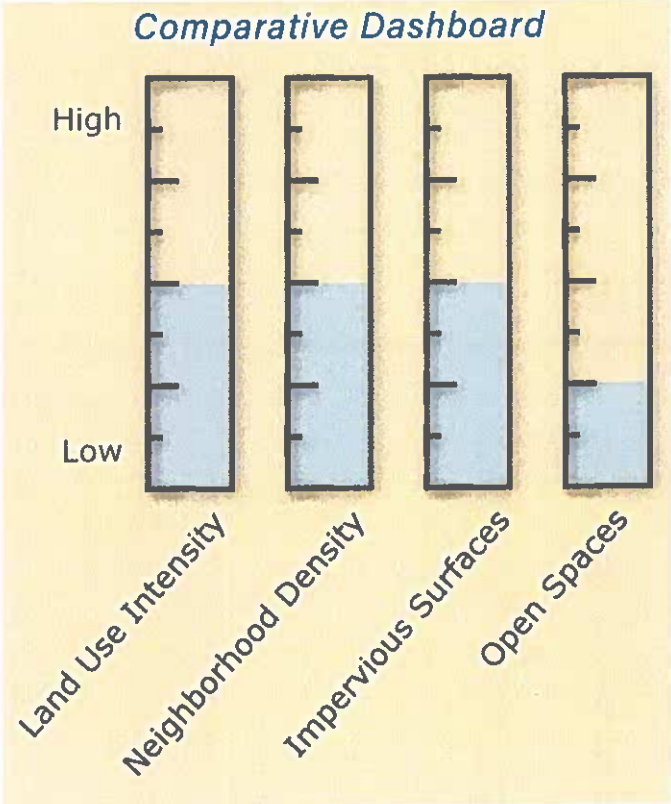


Examples of Employment Center/Utility/Infrastructure

Suburban Residential

General Description:

These neighborhoods typically have larger lots or shared open spaces and common areas with a lower overall residential density than in the Traditional Neighborhood. The neighborhoods are still walkable from house to house, but most households probably depend primarily on automobiles for daily trips. Off-street parking is typical of a suburban residential neighborhood and various configurations exist. Residential densities typically range from around 1-3 dwellings per acre, although some developments will exceed that either in localized areas (especially if there are shared open spaces, amenities, or common areas) or overall. In neighborhoods with larger lots, open space is generally on private lots rather than communal.



Streets and Circulation:

These neighborhoods have medium levels of connectivity with low volume, low speed routes. Effort should be made to increase connectivity except in instances where it would excessively harm environmentally sensitive areas. Block lengths should not exceed 650' on a side unless absolutely unavoidable. Pedestrian facilities should be provided on at least one side of every street. Bicycles can share lanes on low volume streets, but on arterials dedicated (and preferably separated) facilities should be provided.

EXAMPLE USES:

Typical Uses

Primarily single family detached residential, with an occasional mix of other highly compatible residential uses scattered throughout, including duplexes, accessory dwellings, and garage apartments. Sometimes, but more rarely, there may also be duplex neighborhoods.

Uses if Context Appropriate

- » Institutional uses (churches, schools, hospital, government, etc)
- » Accessory dwellings
- » House-scale multi-family residential, patio homes, or small townhome developments - very occasionally.

Suburban Residential

Other Concerns:

Extending public facilities (water, sewer, etc.) to these areas may place an increased strain on maintenance budgets since the lower densities and lower taxable value per linear foot of public facilities may not cover the costs of maintenance. This land use type consumes land a greater rate and with fewer homes than the other residential future land use character areas.



Examples of Suburban Residential.



**TOWN OF BEAUFORT
PLANNING BOARD**

**RESOLUTION ADVISING THAT PROPOSED AMENDMENT
TO THE TOWN OF BEAUFORT ZONING MAP IS IN ACCORDANCE
WITH ALL OFFICIALLY ADOPTED PLANS;
IS REASONABLE; AND IS IN THE PUBLIC INTEREST.**

WHEREAS, the North Carolina General Assembly has given the Town of Beaufort (“Town”) the authority to adopt and amend zoning and development regulation ordinances, of which the zoning map is part, for the purpose of promoting the health, safety, morals, and general welfare of its citizens;

WHEREAS, N.C.G.S. §160D-604(d) requires the Town of Beaufort Planning Board shall advise and comment on whether the proposed action is consistent with the Town of Beaufort CAMA Core Land Use Plan that has been adopted and any other officially adopted plan that is applicable, and provide a written recommendation to the Board of Commissioners that addresses plan consistency and other matters as deemed appropriate by the Planning Board; and

WHEREAS, the Planning Board has in fact met to consider and evaluate the proposed zoning map amendment; and

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Planning Board finds that the proposed amendment to the zoning map is in accordance with all officially adopted Town plans for the reasons stated in the Staff Report for Case 25-14 and therefore recommends adoption by the Board of Commissioners. The Planning Board finds that the proposed amendment reasonable and in the public interest because it allows the continuation of single-family residential use, and is in furtherance of the Town plans, ordinances and regulations.

This Resolution is effective upon its adoption this 17th day of November 2025.

**TOWN OF BEAUFORT
PLANNING BOARD**

_____, Chairman

ATTEST:

_____, Secretary



Town of Beaufort
701 Front St. • P.O. Box 390 • Beaufort, N.C. 28516
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**APPLICATION FOR AN AMENDMENT TO THE
BEAUFORT ZONING MAP**

Instructions:

Please complete the application below, include all the required attachments and the **\$300.00** for Rezoning request with no Land Use Plan Change or **\$400.00** for Rezoning Request with Land Use Plan Change and return to the Beaufort Town Hall, 701 Front Street or P.O. Box 390, Beaufort, N.C., 28516. Incomplete applications will not be processed and will be returned to the applicant. Please contact Planning and Inspections at 252-728-2142 if there are any questions.

APPLICANT INFORMATION

Applicant Name: Taft Development Group
Applicant Address: 631 Dickinson Ave Greenville, NC 28534
Phone Number: (252) 375-1434 Email: kevin@tfonc.com
Property Owner Name: Ballou-Lewis Properties, LLC
Address of Property Owner: P.O. Box 662, Greenville, NC
Phone Number: (252) 531-9704 Email: lewisphil54@gmail.com

PROPERTY INFORMATION

Property Address: 265 & 275 HWY 101 Beaufort, NC
15-Digit PIN: 730014447 1000007 005175144 10000730015517000000730615640027000 Lot/Block Number: N/A
Size of Property (in square feet or acres): 19.67 Acres
Current Zoning: R-20, R-8, R8-MH Requested Zoning: TCA
Current Use of Property: Residential Vacant Commercial Other: _____

Thomas F Taft Jr
Applicant Signature

10/20/25
Date of Applicant's Signature

[Signature]
Property Owner Signature (if different than applicant)

10/20/25
Date of Owner's Signature

An application fee of \$300.00 for Rezoning request with no Land Use Plan Change or \$400.00 for Rezoning Request with Land Use Plan Change, either in cash, money order, or check made payable to the "Town of Beaufort," should accompany this application. Payments can be made in person on the day of submittal and at such time, a credit card can be used to make the payment. Credit card payments are subject to a 3% extra fee.

Please refer to the *Land Development Ordinance*, [Section 3](#) and all other pertinent sections for the information required to accompany this application.

**REQUIRED ATTACHMENTS FOR AN AMENDMENT TO THE
BEAUFORT ZONING MAP**

Please provide the following as attachments to the zoning map amendment form:

1. A statement as to whether or not the proposed zoning amendment is consistent with the Beaufort Land Use Plan.
2. A statement as to how the zoning amendment will promote the public health, safety or general welfare of the Town of Beaufort.
3. Proof of ownership (For example: a copy of the deed or city tax statement).

If a property is owned by more than one individual or if multiple properties under different ownership are applying under one request, attach a statement and signatures indicating that all owners have given consent to request the zoning change.

4. An area map of property to scale which includes:
 - North Arrow;
 - All Property lines and accurate property line dimensions;
 - Adjacent streets and names;
 - Location of all easements;
 - Location of all structures;
 - Zoning classifications of all abutting properties.
5. Please submit one digital/electronic copy of any drawings or plans associated with the amendment. At least one paper copy of the drawings or plans should also be submitted.
6. A TYPED list all property owners (with addresses) within 100 feet of the boundary lines of all properties requested to be rezoned (notification of adjacent property owners by the Town is required by North Carolina law).

**THE COMPLETE APPLICATION WITH SUPPORTING
DOCUMENTATION IS DUE TO TOWN STAFF AT LEAST 15 WORKING
DAYS PRIOR TO A SCHEDULED PLANNING BOARD MEETING.**

The Town’s website is www.beaufortnc.org.

OFFICE USE ONLY **Revised 08/2020**

Received by: _____	Reviewed for Completeness By: _____
Date: _____	Date Deemed Complete and Accepted: _____

Attachment

Taft-Ballou-Lewis Townhome Project Application for Amendment to the Beaufort Zoning Map.

1. Statement as to whether or not the proposed zoning amendment is consistent with the Beaufort Land Use Plan

The proposed zoning amendment to rezone 19.67 acres for the development of up to 105-unit townhome community is consistent with the intent and goals of the Beaufort Land Use Plan and supports the town’s vision for balanced, context-sensitive residential growth. The property is currently designated as Suburban Residential, which typically supports lower residential densities (1–3 units per acre), primarily in single-family detached formats. However, the Plan explicitly allows for higher densities and alternative housing types, such as townhomes, on a context-appropriate basis, especially where developments include shared open space, amenities, and a cohesive neighborhood design. The proposed townhome development meets these expectations by offering a walkable, amenity-based community that maintains compatibility with the surrounding suburban fabric.

Importantly, the site is also located near areas designated as Compact/Multi-Family Neighborhood, where higher-density residential development, including townhomes, apartments, and other attached housing types, is not only encouraged but preferred. This geographic context strengthens the case for the proposed amendment by positioning the project as a logical transition between lower-density Suburban Residential areas and higher-density neighborhoods nearby. Additionally, the proposed density of the rezoning is approximately 5.32 units per acre, while the density is above the typical Suburban Residential range, the density is within the spirit of the Land Use Plan’s flexibility for increased density when supported by strong design elements, connectivity, and shared community amenities.

This project helps to address a critical housing need in Beaufort by providing diverse, attainable housing options within a thoughtfully designed neighborhood. In conclusion, the proposed zoning amendment is consistent with the overall goals of the Beaufort Land Use Plan, supports the development of context-sensitive housing, and aligns well with the nearby Compact/Multi-Family Neighborhood designation. The amendment represents a strategic and appropriate response to Beaufort’s evolving housing demands and land use vision.

2. Statement as to how the zoning amendment will promote the public health, safety or general welfare of the Town of Beaufort

The proposed development advances the public health, safety and general welfare of the Town of Beaufort by aligning with the Town’s Land Development Ordinance and Planning & Inspections objectives. By providing safe and accessible site design, adequate infrastructure, stormwater management, and multimodal connectivity, the project ensures compliance with the State Building Code and the Town’s land-use policies.

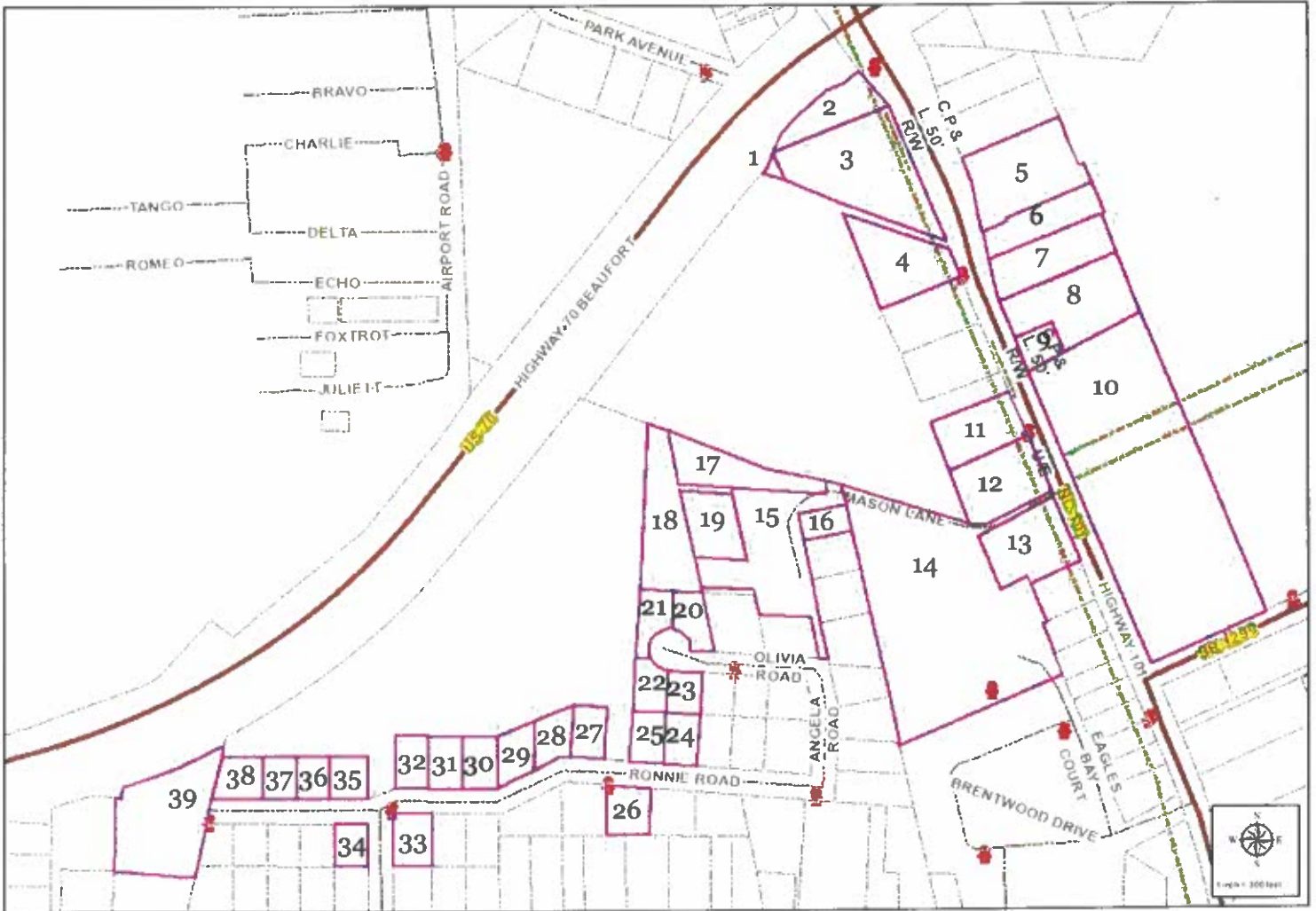
Specifically, the development supports public health by integrating sanitary and utility services in accordance with Town standards; supports public safety through emergency vehicle access, compliance with fire and building codes (units will be sprinklered for fire), and appropriate setback and flood-resilience measures; and promotes the general welfare by enhancing neighborhood character, protecting property values, encouraging compatible land uses and enabling responsible growth consistent with the Town’s Land Use Plan and design guidelines.

In sum, this proposal will strengthen Beaufort’s community vitality, infrastructure resilience and built-environment quality, thereby contributing to the long-term health, safety and welfare of current and future residents

The community will provide a portion of the units for work force housing with target residents such as health care providers, police, and fire fighters. The developer hopes this mix of tenants will further promote a sense of community promoting the welfare of the community.

The community will offer amenities like a dog park, pool, and pickle ball, sidewalks, and provide access for the Town if a trail network is completed in the future. Each of these elements will promote a healthy lifestyle environment. The community will also have site lighting throughout to ensure safety of the residents.

Carteret County, N.C.



September 19, 2025

The information displayed by this website is prepared for the inventory of real property found within this jurisdiction and is compiled from recorded deeds, plats, and other public records and data. Users of the information are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this site. Carteret County assumes no legal responsibility for the information contained on this site. Carteret County does not guarantee that the data and map services will be available to users without interruption or error. Furthermore, Carteret County may modify or remove map services and access methods at will.

Carteret County, N.C.



September 19, 2025

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3. Proof Of Ownership

Ballou-Lewis Properties, LLC Tax Bills for Rezoning Package

LOT 1 - 9.45 Acre Tract

Parcel: 730614447386000

Tax Bill Information

Account Info

Account Number : 22673
BALLOU LEWIS PROPERTIES LLC
PO BOX 662
GREENVILLE, NC 27835

Bill Info

Year-Bill Number : 2025-117584
Parcel Number : 730614447386000
PIN ID# :
Escrow :
Legal Description : ACREAGE SR 1126 ADJ AIRPORT

Taxable Values

Building Value : 0
Outbuilding Value : 0
Land Value : 398,772
Parcel Value Total : 398,772
Deferred Value : 0
Taxable Value : 398,772

Balance Info

Current Balance : 2,226.75
Original Levy : 2,226.75
Personal Value : 0
Total Valuation : 398,772
Exemption : 0
Net Taxable Valuation : 398,772
Last Transaction Date :
Last Payment Date :

Taxes/fees Owners

Taxes and Fees Billed By County

Description	Levied	Interest/Fees	Released	Discount	Collected	Balance
01 County	897.24	0.00	0.00	0.00	0.00	897.24
1159 Town of Beaufort	1,150.06	0.00	0.00	0.00	0.00	1,150.06
46 Beaufort Rescue	179.45	0.00	0.00	0.00	0.00	179.45
Total	2,226.75	0.00	0.00	0.00	0.00	2,226.75

page 1 of 1 records 1 - 1 of 1

LOT 2 - 9.10 Acre Tract

Parcel: 730615546839000

Tax Bill Information

Account Info

Account Number : 22697
 BALLOU-LEWIS PROPERTIES LLC
 PO BOX 662
 GREENVILLE, NC 27835

Bill Info

Year-Bill Number : 2025-117656
 Parcel Number : 730615546839000
 PIN ID# :
 Escrow :
 Legal Description : ACREAGE HWY 101

Taxable Values

Building Value : 0
 Outbuilding Value : 0
 Land Value : 1,062,242
 Parcel Value Total : 1,062,242
 Deferred Value : 0
 Taxable Value : 1,062,242

Balance Info

Current Balance : 5,931.56
 Original Levy : 5,931.56
 Personal Value : 0
 Total Valuation : 1,062,242
 Exemption : 0
 Net Taxable Valuation : 1,062,242
 Last Transaction Date :
 Last Payment Date :

Taxes/fees **Owners**

Taxes and Fees Billed By County

Description	Levied	Interest/Fees	Released	Discount	Collected	Balance
01 County	2,390.04	0.00	0.00	0.00	0.00	2,390.04
1159 Town of Beaufort	3,063.51	0.00	0.00	0.00	0.00	3,063.51
46 Beaufort Rescue	478.01	0.00	0.00	0.00	0.00	478.01
Total	5,931.56	0.00	0.00	0.00	0.00	5,931.56

page 1 of 1 records: 1 - 3 of 3

LOT 3- .555 Acres Tract

Parcel: 730615549966000

Tax Bill Information

Account Info

Account Number : 22697
 BALLOU-LEWIS PROPERTIES LLC
 PO BOX 662
 GREENVILLE, NC 27835

Bill Info

Year-Bill Number : 2025-117657
 Parcel Number : 730615549966000
 PIN ID# :
 Escrow :
 Legal Description : LOT NC HWY 101 BEAUFORT

Taxable Values

Building Value : 233,814
 Outbuilding Value : 1,324
 Land Value : 103,194
 Parcel Value Total : 338,332
 Deferred Value : 0
 Taxable Value : 338,332

Balance Info

Current Balance : 2,047.25
 Original Levy : 2,047.25
 Personal Value : 0
 Total Valuation : 338,332
 Exemption : 0
 Net Taxable Valuation : 338,332
 Last Transaction Date :
 Last Payment Date :

Taxes/fees Owners

Taxes and Fees Billed By County

Description	Levied	Interest/Fees	Released	Discount	Collected	Balance
01 County	761.25	0.00	0.00	0.00	0.00	761.25 ▲
1159 Town of Beaufort	975.75	0.00	0.00	0.00	0.00	975.75
46 Beaufort Percus	152.25	0.00	0.00	0.00	0.00	152.25
61 Beaufort Storm Water Fee	60.00	0.00	0.00	0.00	0.00	60.00
60 Annual Availability Fee	98.00	0.00	0.00	0.00	0.00	98.00 ▼
Total	2,047.25	0.00	0.00	0.00	0.00	2,047.25

LOT 4- .551 Acres Tract

Parcel: 730615640827000

Tax Bill Information

Account Info

Account Number : 22697
BALLOU-LEWIS PROPERTIES LLC
PO BOX 662
GREENVILLE, NC 27835

Bill Info

Year Bill Number : 2025-117658
Parcel Number : 730615640827000
PIN ID# :
Escrow :
Legal Description : LOT NC HWY 101 BEAUFORT

Assessable Values

Building Value : 236,515
Outbuilding Value : 4,524
Land Value : 129,718
Parcel Value Total : 370,757
Deferred Value : 0
Taxable Value : 370,757

Balance Info

Current Balance : 2,228.30
Original Levy : 2,228.30
Personal Value : 0
Total Valuation : 370,757
Exemption : 0
Net Taxable Valuation : 370,757
Last Transaction Date :
Last Payment Date :

Taxes/fees Owners

Taxes and Fees Billed By County

Description	Levied	Interest/Fees	Released	Discount	Collected	Balance
01 County	834.20	0.00	0.00	0.00	0.00	834.20
1159 Town of Beaufort	1,059.26	0.00	0.00	0.00	0.00	1,059.26
44 Beaufort Rescue	156.84	0.00	0.00	0.00	0.00	156.84
61 Beaufort Storm Water Fee	50.00	0.00	0.00	0.00	0.00	50.00
67 Beaufort Sewerage Fee	38.00	0.00	0.00	0.00	0.00	38.00
Total	2,228.30	0.00	0.00	0.00	0.00	2,228.30



FILE # 1771199

FOR REGISTRATION REGISTER OF DEEDS
Karen S. Hardesty
Carteret County, NC
June 21, 2022 04:26 PM
EMMA DEED 3 P
FEB: \$26.00
NC REVENUE STAMP: \$750.00
FILE # 1771199

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: : \$750.00

Parcel Identifier No. 7306.15.64.0827000

Verified by _____ County on the ___ day of _____, 20

By: _____

Mail/Box to: Derek Taylor, Taylor and Taylor, PA

This instrument was prepared by: Derek Taylor, Taylor and Taylor, PA

Brief description for the Index: Lot on West side Hwy 101, Beaufort

THIS DEED made this 17th day of June, 2022, by and between

GRANTOR

Jean T. Laughton, widow
275 Highway 101
Beaufort, NC 28516

GRANTEE

Ballou-Lewis Properties, LLC,
a NC Limited Liability company
P. O. Box 662
Greenville, NC 27835

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

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

Tract 1 and Tract 2 as described on attached Exhibit A

The property herein conveyed includes the primary residence of the Grantor.

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

The property hereinabove described was acquired by George Laughton, Jr. and wife, Jean T. Laughton by those instruments recorded in Book 166, page 443 and Book 280, page 496. George Laughton, Jr. died on 9-24-2020, see Carteret County Clerk of Court file # 20-E-726.

3

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

All easements, covenants, restrictions of record and 2022 ad valorem taxes.

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

Jean T. Laughton
Jean T. Laughton

State of North Carolina

County of Carteret

I, the undersigned Notary Public of the State, County or City aforesaid, certify that Jean T. Laughton personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal, this 17th day of June, 2022.

My Commission Expires: 8-31-2023

(Affix Seal)

Jennifer D. Taylor
Jennifer D. Taylor, Notary Public
(print name)

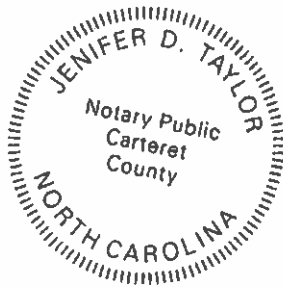


EXHIBIT A

State of North Carolina

Town of Beaufort

Carteret County

Tract 1:

Being on the West side of U. S. Highway # 101, and being a portion of the George R. Laughton property and beginning at an iron stake located in the West line of said U. S. Highway # 101, which stake is situated at the Southeast corner of the Bonner Willis, Jr. property (now or formerly); running thence S 17° 30' E, 120 feet along the West line of said highway to another iron stake; running thence S 76° 00' W, 200 feet to an iron stake; running thence N 17° 30' W, 125 feet to an iron stake in the Bonner Willis, Jr. (now or formerly) South line, which stake is situated at the southwest corner of the Bonner Willis, Jr. (now or formerly) land; running thence N 76° 30' E, 200 feet along the Bonner Willis, Jr. (now or formerly) South line to the iron stake at the point of beginning. The above description taken from deed recorded in Book 166, page 443, Carteret County Registry.

Excepting from Tract 1, the above described property, all property conveyed in Deed Book 254, page 264 as described as follows:

Beginning at a stake in the west right of way line of N.C. Highway No. 101 said stake being the southeast corner of the lot of Bonner Willis, Jr. (now or formerly), said point being S 15° 30' E, 60.0 feet from the south line of a 20 foot road; thence with said road line S 15° 30' E, 11.5 feet to a stake in a fence line; thence S 77° 15' W, 200.0 feet to a stake at the side of a ditch, Bonner Willis, Jr. (now or formerly) southwest corner; thence N 74° 00' E, 200.0 feet to the point of beginning.

Tract 2:

Beginning at a stake in west right of way of line of N.C. Highway No. 101 said point being S 15° 30' E, 108.5 feet from iron post Mel Lawrence (now or formerly) southeast corner; thence continuing with the said right of way line of N.C. 101 S 15° 30' E, 12.0 feet to a stake; thence S 76° 05' W, 200.0 feet to a stake; thence N 72° 46' E, 200.0 feet to the point of beginning. The above description taken from deed recorded in Book 280, page 496, Carteret County Registry.



FILE # 1771200

FOR REGISTRATION REGISTER OF DEEDS
Karen B. Hardesty
Carteret County, NC
June 21, 2022 04:31 PM
EMMA DEED 8 P
FEE: \$28.00
NC REVENUE STAMP: \$2,000.00
FILE # 1771200

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: : \$2,000.00

Parcel Identifier No. 7306.15.54.6839000 Verified by _____ County on the ___ day of _____, 20
By: _____

Mail/Box to: Derek Taylor, Taylor and Taylor, PA

This instrument was prepared by: Derek Taylor, Taylor and Taylor, PA

Brief description for the Index: 9.13A on west side Hwy 101, Beaufort – Mamie Laughton Heirs

THIS DEED made this 17th day of June, 2022, by and between

GRANTOR

Jean T. Laughton, widow;
John Raymond Laughton, and wife,
Sue Floyd Laughton*;
Gilmore T. Spivey, Jr., widower and sole heir;
Kimberly Paul Zimmerman
(aka Mary Kimberly Paul Zimmerman) and
husband, Thomas A. Zimmerman*; and
Jamison Fodrie Ipock and husband,
William Jesse Ipock, III*
275 Highway 101
Beaufort, NC 28516

GRANTEE

Ballou-Lewis Properties, LLC,
a NC Limited Liability Company
P. O. Box 662
Greenville, NC 27835

* Sue Floyd Laughton, Thomas A. Zimmerman and William Jesse Ipock, III join in this conveyance as to their marital rights only.

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

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

See attached Exhibit A

The property herein conveyed does not include the primary residence of the Grantor.

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

8

The property hereinabove described was acquired by George Laughton, Sr. and wife, Mamie Estelle Laughton in Deed Book 81, page 570. George Laughton, Sr. died testate on 2-18-1984 (Carteret County Estate file # 84-E-63). Mamie Estelle Laughton died testate on 11-7-1992 (Carteret County Estate file 92-E-482), leaving the remainder of the original tract (now 9.13A) to her 6 children: George R. Laughton, Jr.; Anna Lou L. Haskins; Shelba L. Spivey; Faye L. Paul Cherry; John Raymond Laughton; and Milton G. Laughton. Anna Lou Haskins died testate on 12-5-2004 (Carteret County Estate file # 04-E-749). The Codicil for Anna Lou Haskins conveyed her interest to her daughter, Jamison Fodrie Ipock. Faye Paul Cherry died testate on 5-20-2007 (Carteret County Estate file # 12-E-35). Faye Paul Cherry's will conveyed her interest to her daughter, Mary Kimberly Paul Zimmerman. Shelba L. Spivey died testate on 8-9-2020. George Laughton, Jr. died testate on 9-24-2020 (Carteret County Estate file # 20-E-726).

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

All easements, covenants, restrictions of record and 2022 ad valorem taxes.

[Signatures begin on next page]

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

Jean T. Laughton
Jean T. Laughton

State of North Carolina

County of Carteret

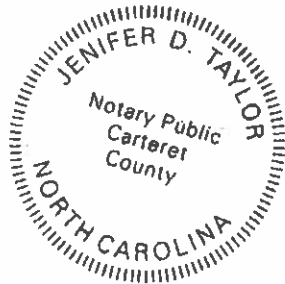
I, the undersigned Notary Public of the State, County or City aforesaid, certify that **Jean T. Laughton** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal, this 17th day of June, 2022.

My Commission Expires: 8-31-2023

Jenifer D. Taylor
Jenifer D. Taylor, Notary Public

(Affix Seal)



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

Gilmore T. Spivey, Jr.
Gilmore T. Spivey, Jr.

State of North Carolina

County of Carteret

I, the undersigned Notary Public of the State, County or City aforesaid, certify that **Gilmore T. Spivey, Jr.** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal, this 17th day of June, 2022.

My Commission Expires: 8-31-2023

(Affix Seal)

Jennifer D. Taylor
Jennifer D. Taylor, Notary Public



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

Kimberly Paul Zimmerman
Kimberly Paul Zimmerman
(aka Mary Kimberly Paul Zimmerman)

Thomas A. Zimmerman
Thomas A. Zimmerman

State of Connecticut County of Fairfield

I, the undersigned Notary Public of the State, County or City aforesaid, certify that **Kimberly Paul Zimmerman (aka Mary Kimberly Paul Zimmerman)** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal, this 17 day of June, 2022.

My Commission Expires: Notary Public Connecticut
(Affix Seal) My Commission Expires Mar 31, 2026

Jean Mahood
Jean Mahood, Notary Public
(print name)



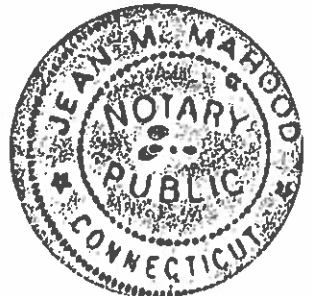
State of Connecticut County of Fairfield

I, the undersigned Notary Public of the State, County or City aforesaid, certify that **Thomas A. Zimmermun** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal, this 17 day of June, 2022.

My Commission Expires: Notary Public Connecticut
(Affix Seal) My Commission Expires Mar 31, 2026

Jean Mahood
Jean Mahood, Notary Public
(print name)



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

John Raymond Laughton
John Raymond Laughton

Sue Floyd Laughton
Sue Floyd Laughton

State of North Carolina

County of Carteret

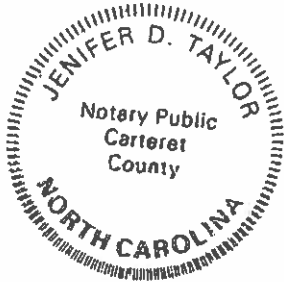
I, the undersigned Notary Public of the State, County or City aforesaid, certify that **John Raymond Laughton** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal, this 17th day of June, 2022.

My Commission Expires: 8-31-2023

Jennifer D. Taylor
Jennifer D. Taylor, Notary Public

(Affix Seal)



State of North Carolina

County of Carteret

I, the undersigned Notary Public of the State, County or City aforesaid, certify that **Sue Floyd Laughton** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal, this 17th day of June, 2022.

My Commission Expires: 8-31-2023

Jennifer D. Taylor
Jennifer D. Taylor, Notary Public

(Affix Seal)



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

Jamison Fodrie Ipock
Jamison Fodrie Ipock

William J. Ipock, III
William J. Ipock, III

State of North Carolina

County of Carteret

I, the undersigned Notary Public of the State, County or City aforesaid, certify that **Jamison Fodrie Ipock** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal, this 17th day of June, 2022.

My Commission Expires: 8-31-2023

Jennifer D. Taylor
Jennifer D. Taylor, Notary Public

(Affix Seal)

State of North Carolina

County of Carteret

I, the undersigned Notary Public of the State, County or City aforesaid, certify that **William J. Ipock, III** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal, this 17th day of June, 2022.

My Commission Expires: 8-31-2023

Jennifer D. Taylor
Jennifer D. Taylor, Notary Public

(Affix Seal)

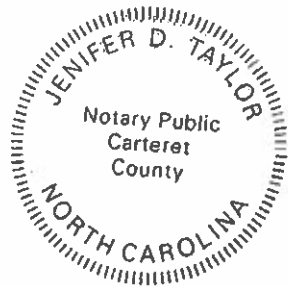


EXHIBIT A**State of North Carolina****Town of Beaufort****Carteret County**

Being Grantors' all right title and interest in that tract having Tax Parcel No. 7306.15.54.6893000 and being all the remaining property formerly owned by George R. Laughton, Sr. and Mamie T. Laughton. Being all the remaining property owned by the heirs of George R. Laughton, Sr. and wife, Mamie T. Laughton, as shown in that Deed recorded in Book 81, page 570, Carteret County Registry (less and excepting all tracts or parcels of land previously conveyed).

FOR REGISTRATION REGISTER OF DEEDS
Karen B. Hardesty
Carteret County, NC
June 21, 2022 04:34 PM
EMMA DEED 3 P
FEE: \$26.00
NC REVENUE STAMP: \$750.00
FILE # 1771201



FILE # 1771201

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax : \$750.00

Parcel Identifier No. 7306.15.64.0827000

Verified by _____ County on the ____ day of _____, 20

By: _____

Mail/Box to: Derek Taylor, Taylor and Taylor, PA

This instrument was prepared by: Derek Taylor, Taylor and Taylor, PA

Brief description for the Index: Lot on West side Hwy 101, Beaufort

THIS DEED made this _____ day of June, 2022, by and between

GRANTOR

**John Raymond Laughton and wife,
Sue Floyd Laughton
265 Highway 101
Beaufort, NC 28516**

GRANTEE

**Ballou-Lewis Properties, LLC,
a NC Limited Liability company
P. O. Box 662
Greenville, NC 27835**

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

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

See attached Exhibit A

The property herein conveyed includes the primary residence of the Grantor.

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

The property hereinabove described was acquired by Grantor by that instrument recorded in Book 286, page 394.

3

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

All easements, covenants, restrictions of record and 2022 ad valorem taxes.

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

John Raymond Laughton
John Raymond Laughton

Sue Floyd Laughton
Sue Floyd Laughton

State of North Carolina

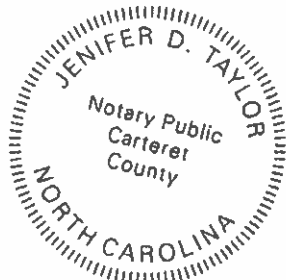
County of Carteret

I, the undersigned Notary Public of the State, County or City aforesaid, certify that **John Raymond Laughton** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal, this 17th day of June, 2022.

My Commission Expires: 8-31-2023

(Affix Seal)



Jennifer D. Taylor
Jennifer D. Taylor, Notary Public
(print name)

State of North Carolina

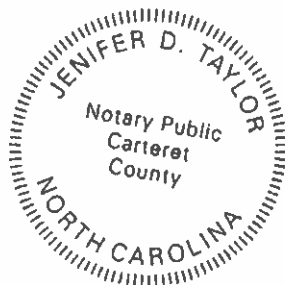
County of Carteret

I, the undersigned Notary Public of the State, County or City aforesaid, certify that **Sue Floyd Laughton** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal, this 17th day of June, 2022.

My Commission Expires: 8-31-2023

(Affix Seal)



Jennifer D. Taylor
Jennifer D. Taylor, Notary Public
(print name)

EXHIBIT A

Lying and being in the Town of Beaufort, Carteret County, North Carolina and being on the West side of N.C. Highway # 101, and BEGINNING at an iron pipe set in the west right-of-way line of the said Highway at the southeast corner of the property of George R. Laughton, Jr. (now or formerly); running from said beginning corner S 76° 05' W, 200 feet from the George R. Laughton, Jr. (now or formerly) south line to an iron pipe set in a ditch; running thence S 15° 25' E, 120 feet along the said ditch to an iron pipe; running thence N 76° 05' E, 200 feet to an iron pipe set in the west right-of-way line of N.C. Highway # 101; running thence N 15° 25' W, 120 feet along the west right-of-way line of N.C. Highway # 101 to the iron pipe set at the point of beginning. The above description taken from deed recorded in Book 286, page 394, Carteret county Registry.



FILE # 1772403

FOR REGISTRATION REGISTER OF DEEDS
Karen B. Hardesty
Carteret County, NC
July 6, 2022 11:58 AM
IWW DEED 10 P
FEE: \$28.00
NC REVENUE STAMP: \$780.00
FILE # 1772403

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax:	\$780.00
Parcel ID:	7306 1444 73860 00
Mail/Box to:	Narron Wenzel, PA PO Box 1567, Smithfield, NC 27577
Prepared by:	Jason W. Wenzel (No Title Examination)
Brief description for the Index:	Acreage SR 1126 Adj Airport

THIS GENERAL WARRANTY DEED ("Deed") is made on the 27 day of June 2022, by and among:

GRANTOR	GRANTEE
Daniel Lee Heavner, Jr., and Tomoko Koyama Heavner (separated) Ernest Michael Heavner (Free Trader), Joseph Charles Heavner (Free Trader), Patrick Thomas Heavner (Free Trader) and Tina S. Hobbs and spouse, Joseph S. Hobbs c/o Tina S. Hobbs 616 Hancock Street Smithfield, North Carolina 27577	Ballou-Lewis Properties, LLC, a North Carolina limited liability company Post Office Box 662 Greenville, North Carolina 27835

FOR VALUABLE CONSIDERATION paid by Grantees, the receipt and legal sufficiency of which is acknowledged, Grantor by this Deed does hereby grant, bargain, sell and convey to Grantees, in fee simple, all that certain lot, parcel of land in Carteret County, North Carolina and more particularly described as follows (the "Property"):

Reference is made to Exhibit A, such exhibit attached hereto and incorporated herein by reference.

{N0335625.DOCX; 2}

10

All or a portion of the Property includes or does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to Grantees in fee simple. Grantor covenants with Grantees that Grantor is seized of the Property in fee simple, Grantor has the right to convey the Property in fee simple, title to the Property is marketable and free and clear of all encumbrances, and Grantor shall warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Ad valorem taxes for the current and subsequent years

IN WITNESS WHEREOF, Grantor has duly executed this North Carolina General Warranty Deed.

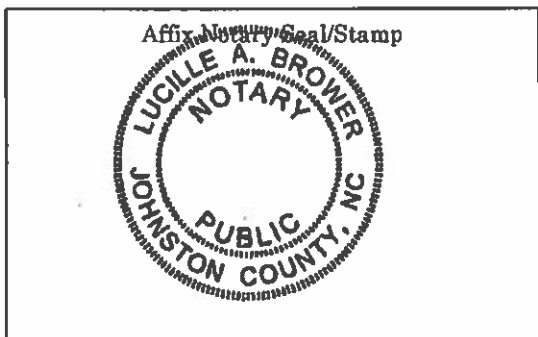
SIGNATURE PAGES FOLLOW

Daniel Lee Heavner, Jr.
Daniel Lee Heavner, Jr. (Free Trader)

STATE OF NORTH CAROLINA, COUNTY OF JOHNSTON

I, Lucille A Brower, a Notary Public, in and for said County and State do certify that Daniel Lee Heavner, Jr., a Free Trader pursuant to Memorandum of Postnuptial Agreement of record in Book _____, page _____, _____ County Registry, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal/stamp, this 22 day of June, 2022.



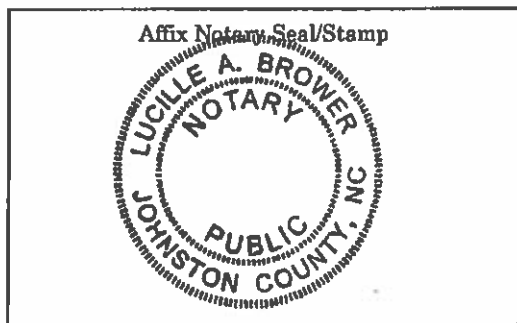
Lucille A Brower
Notary Public (Official Signature)
My commission expires: October 16, 2022

Tomoko Koyama Heavner
Tomoko Koyama Heavner

STATE OF North Carolina, COUNTY OF Johnston

I, Lucille A Brower, a Notary Public, in and for said County and State do certify that Tomoko Koyama Heavner personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal/stamp, this 22 day of June, 2022.



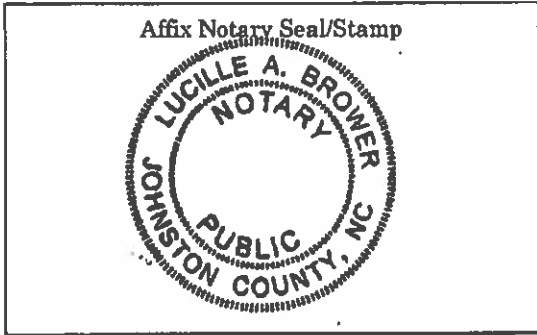
Lucille A Brower
Notary Public (Official Signature)
My commission expires: October 16, 2022

Ernest Michael Heavner
Ernest Michael Heavner (Free Trader)

STATE OF NORTH CAROLINA, COUNTY OF JOHNSTON

I, Lucille A. Brower, a Notary Public, in and for said County and State do certify that Ernest Michael Heavner, a Free Trader pursuant to Memorandum of Postnuptial Agreement of record in Book 1797, page 352, Mark County Registry, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal/stamp, this 22nd day of June, 2022.



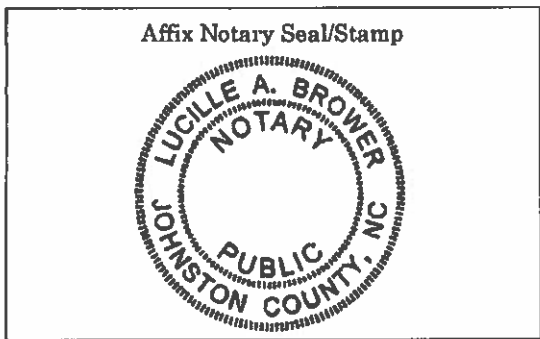
Lucille A Brower
Notary Public (Official Signature)
My commission expires: October 16, 2022

Joseph Charles Heavner
Joseph Charles Heavner (Free Trader)

STATE OF NORTH CAROLINA, COUNTY OF JOHNSTON

I, Lucille A Brower, a Notary Public, in and for said County and State do certify that Joseph Charles Heavner, a Free Trader pursuant to Memorandum of Postnuptial Agreement of record in Book 1630, page 334, Center County Registry, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal/stamp, this 22 day of June, 2022.



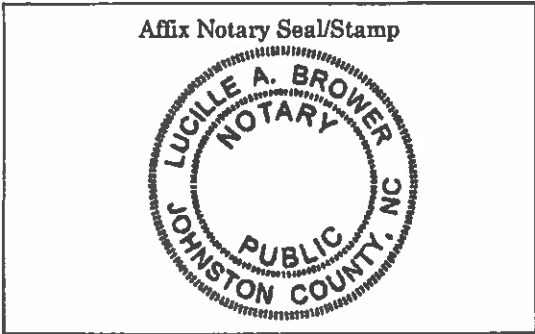
Lucille A Brower
Notary Public (Official Signature)
My commission expires: October 16, 2022

Patrick Thomas Heavner
Patrick Thomas Heavner (Free Trader)

STATE OF NORTH CAROLINA, COUNTY OF JOHNSTON

I, Lucille A Brower, a Notary Public, in and for said County and State do certify that Patrick Thomas Heavner, a Free Trader pursuant to Memorandum of Postnuptial Agreement of record in Book 1539, page 251, Carter County Registry, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal/stamp, this 22 day of June, 2022.



Lucille A Brower
Notary Public (Official Signature)
My commission expires: October 16, 2022

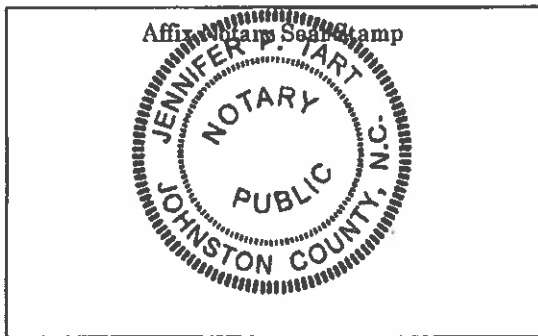
Tina S. Hobbs

Tina S. Hobbs

STATE OF NORTH CAROLINA, COUNTY OF JOHNSTON

I Jennifer P Tart, a Notary of the above state and county, certify that the following person personally appeared before me on the 24th day of June 2022 acknowledging to me that she signed the foregoing document, in the capacity represented and identified therein (if any): Tina S. Hobbs

Witness my hand and notarial seal/stamp, this 24th day of June, 2022.



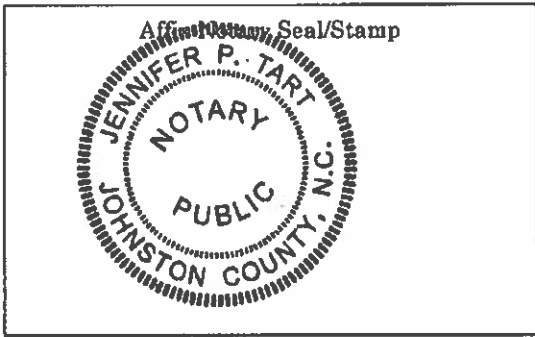
Jennifer P Tart
Notary Public (Official Signature)
My commission expires: 11/24/24

Joseph S. Hobbs
Joseph S. Hobbs

STATE OF NORTH CAROLINA, COUNTY OF JOHNSTON

I Jennifer P. Tart, a Notary of the above state and county, certify that the following person personally appeared before me on the 24th day of June 2022 acknowledging to me that he signed the foregoing document, in the capacity represented and identified therein (if any): Joseph S. Hobbs.

Witness my hand and notarial seal/stamp, this 24th day of June, 2022.

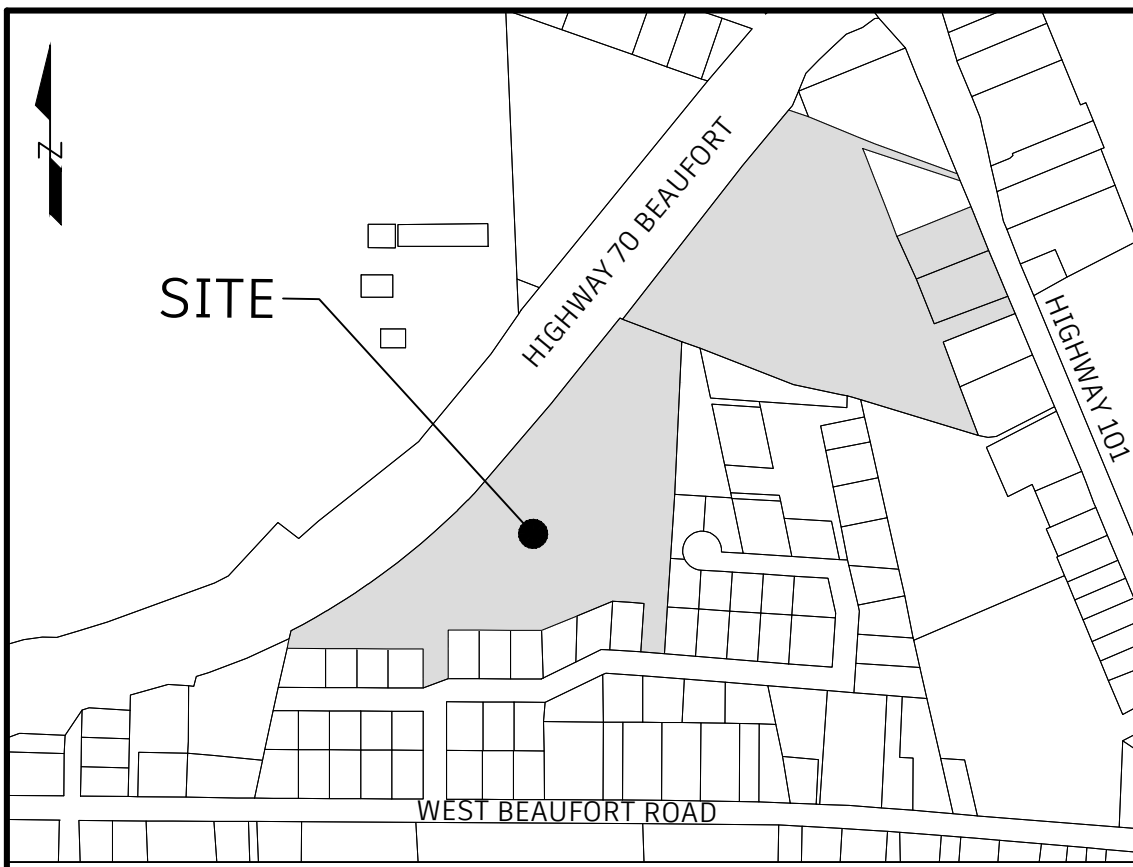


Jennifer P. Tart
Notary Public (Official Signature)
My commission expires: 6/24/24

EXHIBIT A

Lying and being in the Town of Beaufort, Carteret County, North Carolina, BEGINNING at a point located N 2° 06' 25" E, 360 feet from the intersection of the North right of way of West Beaufort Road and the East right of way of Joyce Boulevard, running thence from said point of beginning S 69° 29' 13" W, 65.0 feet to a point; running thence from said point N 2° 06' 25" E, 100 feet to a point; running thence from said point N 87° 53' 35" W, 354.37 feet to a point; running thence from said point N 14° 18' 25" E, 247.53 feet to a point; running thence from said point S 81° 40' 13" E, 121.48 feet to a point; running thence from said point N 13° 56' 06" E, 327.72 feet to a point; running thence from said point N 45° 15" E, 513.17 feet to a point; running thence from said point N 0° 10' E, 24.23 feet to a point; running thence from said point S 67° 35' 42" E, 458.91 feet to a point; running thence from said point S 5° 51' 25" W, 799.99 feet to a point; running thence from said point N 84° 08' 35" W, 60 feet to a point; running thence from said point N 5° 51' 25" E, 125 feet to a point; running thence from said point N 84° 08' 35" W, 80 feet to a point; running thence from said point S 70° 01' 05" W, 197.44 feet to a point; running thence from said point N 87° 53' 35" W, 240 feet to a point; running thence from said point S 2° 06' 25" W, 125 feet to the POINT OF BEGINNING. Containing 14.67 acres. The above description taken from deed of trust recorded in Book 536, page 168, Carteret County Registry.

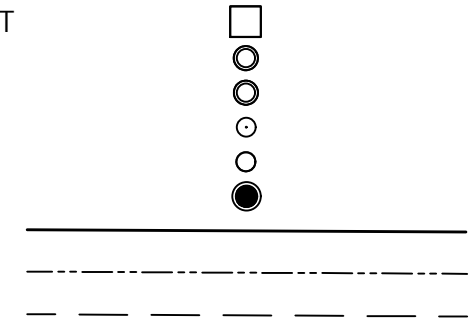
Less and except that land conveyed to the Beaufort-Morehead Airport Authority as describe in that deed recorded in Book 688, page 216 and to the Department of Transportation, an agency of the State of North Carolina as described in those deeds recorded in Book 1443, page 207; Book 1443, page 208; and Book 1588, page 44, all in the Carteret County Registry.



VICINITY MAP (N.T.S.)

LEGEND

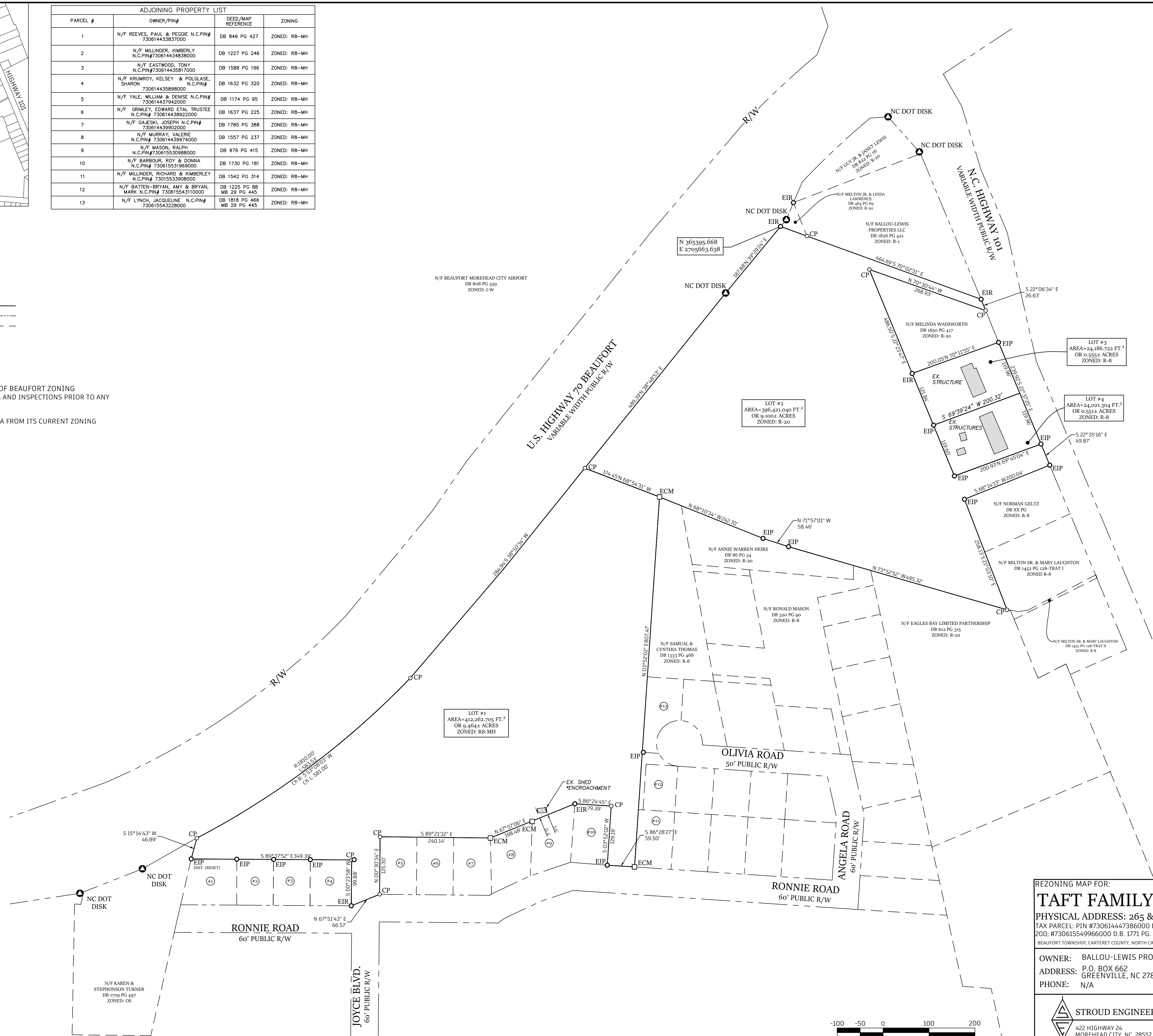
- ECM= EXISTING CONCRETE MONUMENT
- EIR= EXISTING IRON ROD
- EIP= EXISTING IRON PIPE
- EMN= EXISTING MAGNETIC NAIL
- CP= COMPUTED POINT
- SIR= SET IRON ROD
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- NON-SURVEYED LINE
- (PLATTED BY DEED)



NOTES:

1. THESE PARCELS ARE ZONED OS, R-20, & R-8 PER THE TOWN OF BEAUFORT ZONING ORDINANCES. SETBACKS SHOULD BE VERIFIED WITH PLANNING AND INSPECTIONS PRIOR TO ANY DEVELOPMENT.
2. THE PURPOSE OF THIS MAP IS TO REZONE THESE PARCELS TO TCA FROM ITS CURRENT ZONING DESIGNATION.

PARCEL #	OWNER/PIN#	DEED/MAP REFERENCE	ZONING
1	N/F REEVES, PAUL & PEGGIE N.C.PIN# 730614433837000	DB 849 PG 427	ZONED: R8-MH
2	N/F MILLINDER, KIMBERLY N.C.PIN#730614434838000	DB 1227 PG 246	ZONED: R8-MH
3	N/F EASTWOOD, TONY N.C.PIN#730614435817000	DB 1588 PG 196	ZONED: R8-MH
4	N/F KRUMROY, KELSEY & POLGLASE, SHARON N.C.PIN# 730614435898000	DB 1632 PG 320	ZONED: R8-MH
5	N/F YALE, WILLIAM & DENISE N.C.PIN# 730614437942000	DB 1174 PG 95	ZONED: R8-MH
6	N/F GRIMLEY, EDWARD ETAL TRUSTEE N.C.PIN# 730614438922000	DB 1637 PG 225	ZONED: R8-MH
7	N/F GALESKI, JOSEPH N.C.PIN# 730614439902000	DB 1785 PG 388	ZONED: R8-MH
8	N/F MURRAY, VALERIE N.C.PIN# 730614439974000	DB 1557 PG 237	ZONED: R8-MH
9	N/F MASON, RALPH N.C.PIN#730615530988000	DB 979 PG 415	ZONED: R8-MH
10	N/F BARBOUR, ROY & DONNA N.C.PIN# 730615531969000	DB 1730 PG 181	ZONED: R8-MH
11	N/F MILLINDER, RICHARD & KIMBERLEY N.C.PIN# 7301553398000	DB 1542 PG 314	ZONED: R8-MH
12	N/F BATTEN-BRYAN, AMY & BRYAN, MARK N.C.PIN# 730615543110000	DB 1225 PG 88 MB 29 PG 445	ZONED: R8-MH
13	N/F LYNCH, JACQUELINE N.C.PIN# 73061554328000	DB 1818 PG 466 MB 29 PG 445	ZONED: R8-MH



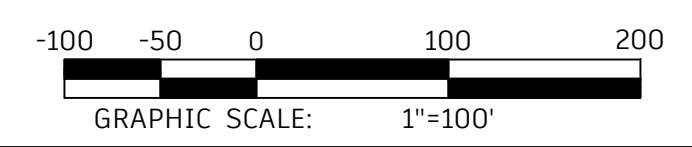
REVISIONS			
BY	NO.	DATE	DESCRIPTION

REZONING MAP FOR:
TAFT FAMILY VENTURES
 PHYSICAL ADDRESS: 265 & 275 HIGHWAY 101, BEAUFORT N.C.
 TAX PARCEL: PIN #730614447386000 D.B. 1772 PG. 403; #730615546839000 D.B. 1771 PG. 200; #730615549966000 D.B. 1771 PG. 199; #730615640827000 D.B. 1771 PG. 201
 BEAUFORT TOWNSHIP, CARTERET COUNTY, NORTH CAROLINA

OWNER: BALLOU-LEWIS PROPERTIES LLC. SURVEYED: JTM
 ADDRESS: P.O. BOX 662 DRAWN: JTM
 GREENVILLE, NC 27835
 PHONE: N/A APPROVED: JTM

STRoud ENGINEERING, P.A.
 422 HIGHWAY 24
 MOREHEAD CITY, NC 28557
 (252) 247-7479 LICENSE NO. C-0647

DATE: 10/28/2025
 SCALE: 1"=100'
 SHEET 1 OF 1



OWNER

BALLOU LEWIS PROPERTIES LLC
 BARBOUR ROY R JR
 BATTEN-BRYAN AMY MICHELLE
 BEAUFORT MOREHEAD CITY AIRPORT AUTHORITY
 BGG RENTAL PROPERTIES LLC
 BOYLAN HEIGHTS LAND CO LLC C/O MATTHEW A TORRINGTON
 CHAPLAIN JESSE TAYLOR SR
 EAGLES BAY LIMITED PARTNERSHIP C/O FELLERS SCHEWE SCOTT
 EASTWOOD TONY B
 EDWARDS JASON DOUGLAS
 FISH BEN ADAMS
 GAJESKI JOSEPH JR
 GELTZ NORMAN ROBERT
 GRIMLEY EDWARD ETAL TRUSTEE
 HARTSEL PHYLLIS
 KRUMROY KELSEY LEE
 LAUGHTON MILTON SR ETUX MA L/T
 LAWRENCE MELTON JR ETUX LINDA
 LYNCH JACQUELINE
 MASON RALPH A
 MASON RONALD EARL
 MILLINDER KIMBERLY GRENE ETVIR
 MURRAY VALERIE AMANDA
 PARKER RICHARD B JR ETAL PARKE
 REEVES PAUL J JR ETUX PEGGIE
 RENNWALD DAISY AILEEN JONES
 THOMAS SAMUEL D ETUX CYNTHIA
 TURNER KAREN M ETAL STEPHENSON
 WADSWORTH MELINDA SKYE
 WARREN ANNIE HEIRS
 YALE WILLIAM W ETUX DENISE L

FullMailin

PO BOX 662 GREENVILLE, NC 27835
 2140 LITTLE CREEK CHURCH RD CLAYTON, NC 27520
 593 TOMMYS RD GOLDSBORO, NC 27530
 180 AIRPORT ROAD BEAUFORT, NC 28516
 C/O BILLY GLENN GILL 199 OLIVIA WAY SELMA, NC 27576
 10800 GARFIELD AVE CULVER CITY, CA 90230
 266 NC HIGHWAY 101 BEAUFORT, NC 28516
 PO BOX 450233 ATLANTA, GA 31145
 7040 GREAT SWAMP LOOP LUCAMA, NC 27851
 3995 LANGTREE DR HARRISBURG, NC 28075
 210 OLD MECHANICAL CT GARNER, NC 27529
 205 RONNIE RD BEAUFORT, NC 28516
 253 HWY 101 BEAUFORT, NC 28516
 303 GEORGE ST BEAUFORT, NC 28516
 2549 NORTH ROCKY RIVER RD LANCASTER, SC 29720
 107 RONNIE ROAD BEAUFORT, NC 28516
 113 WILD MAGNOLIA DRIVE BEAUFORT, NC 28516
 155 PINNERS POINT RD BEAUFORT, NC 28516
 5111 SCHLEY RD HILLSBOROUGH, NC 27278
 531 BENNETT RD STONEVILLE, NC 27048
 300 MASON LANE BEAUFORT, NC 28516
 937 BRROKSIDE DR NW WILSON, NC 27893
 207 RONNIE ROAD BEAUFORT, NC 28516
 PO BOX 161 ATLANTIC BEACH, NC 28512
 PO BOX 11175 DURHAM, NC 27703
 300 RONNIE RD BEAUFORT, NC 28516
 250 MASON LN BEAUFORT, NC 28516
 531 WEST BEAUFORT RD BEAUFORT, NC 28516
 279 HIGHWAY 101 BEAUFORT, NC 28516
 851 JORDAN RD AUTRYVILLE, NC 28318
 201 RONNIE ROAD BEAUFORT, NC 28516

STATE OF NORTH CAROLINA
TOWN OF BEAUFORT

BEAUFORT TOWNES PROJECT

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

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

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

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

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

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

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

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

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

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

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

- d. *Design.* Project Developer acknowledges that architectural design is a key consideration for the Town. The Project Developer has significant experience in developing townhome and multi-family housing projects in urban and suburban locations and have provided the Town with examples of other townhome and multi-family projects it has developed to highlight the Project Developer’s work which is indicative of its emphasis on high quality design and construction. The Project Developer acknowledges that its commitment

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

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

2. Town Commitments:

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

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

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

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

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

4. Modification.

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

5. Merger of Negotiations.

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

6. Applicable Law.

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

7. Successors and Assigns.

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

8. No Joint Venture.

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

9. Indemnification.

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

10. Notice.

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

TOWN:

Town of Beaufort

Attention: Town Manager
701 Front St
Beaufort, NC 28516

PROJECT DEVELOPER:

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

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

WITH A COPY TO:

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

11. Miscellaneous.

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

12. Conditional Agreement.

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

13. Deed Restriction.

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

[Signatures Follow]

DRAFT

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

WITNESSES:

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

By: _____

Name: Thomas F. Taft, Jr.

Its: Manager

STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF _____

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

Notary Public for North Carolina

My Commission Expires: _____

Printed Name of Notary: _____

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

WITNESSES:

The Town of Beaufort

By: _____

Name: _____

Its: _____

STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF CARTERET

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

Notary Public for North Carolina

My Commission Expires: _____

Printed Name of Notary: _____

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A

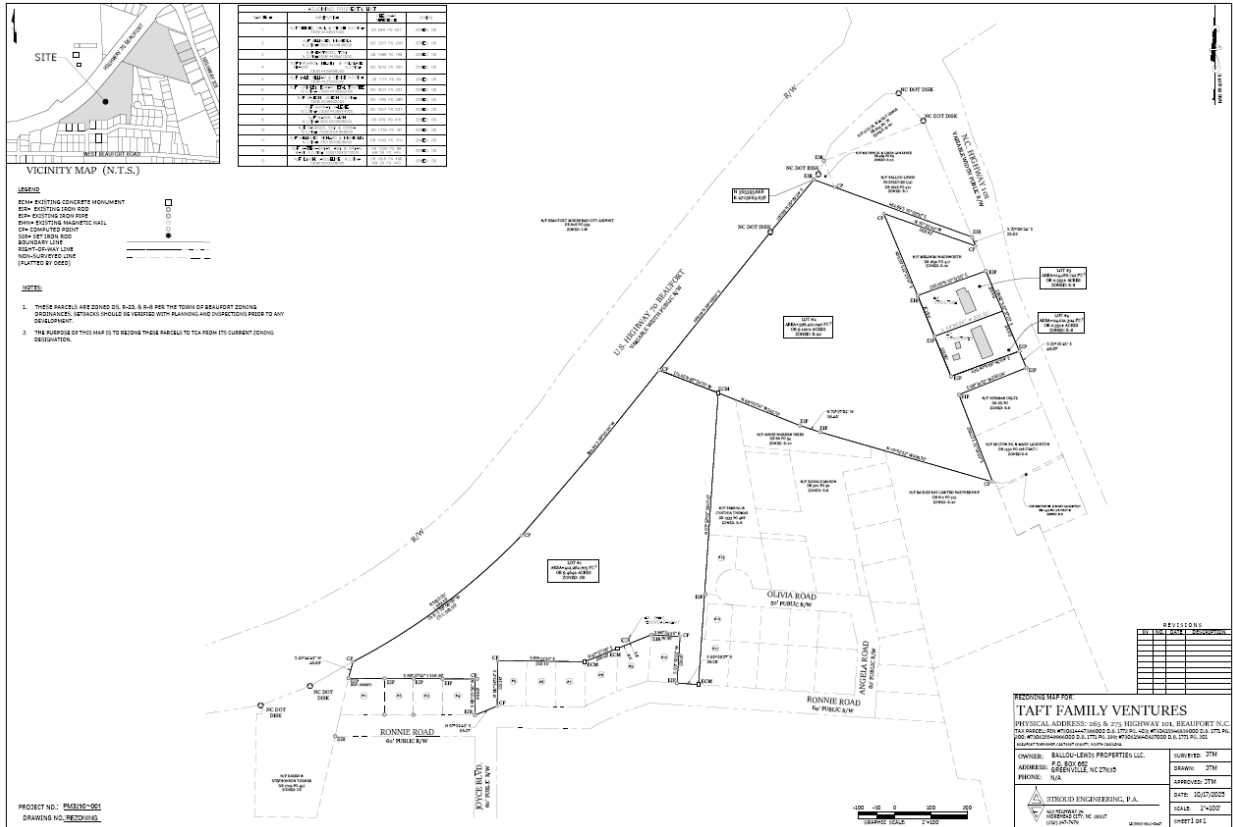


EXHIBIT C

Applicant Rental Criteria Beaufort Townes

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

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

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

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

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

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

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

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

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

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

- 4. a. If an application is denied, based on our screening criteria, unless due to unpaid multi-family collections, court filings, evictions, or judgements, the applicant can elect to pay a 2nd tier security deposit and administrative fee and an amount equal to 2 times the market rent. The 2nd tier administrative fee and 2 months' rent up front must be paid by certified funds once being notified of the denial, and no more than 48 hours after, and the security deposit must be paid on or before the beginning date of the lease term. Income requirements must still be met. The prepaid rent amount will be applied to rent due at move in and future rent.
- b. If our Screening results in criminal history or Multi- State Sex Offender registry findings, and the applicant is denied following review from corporate staff, the denial will remain, and any paid Administrative Fees will be refunded.

5. Occupancy standards specified below would also include a plus "+1" option for all apartments. For consideration regarding an exception to this policy, applicants will have the option to complete a Reasonable Accommodation form.

1 Bedroom	2 persons
2 Bedrooms	4 persons
3 Bedrooms	6 persons

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

Procedure for Securing an Apartment

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

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

Procedure for a Temporary Hold

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

Waiting List Policy

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

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

Animal Policy

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

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

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

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

**Guarantor Rental Criteria
Beaufort Townes**

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

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

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

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

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

Occupancy & Reporting

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

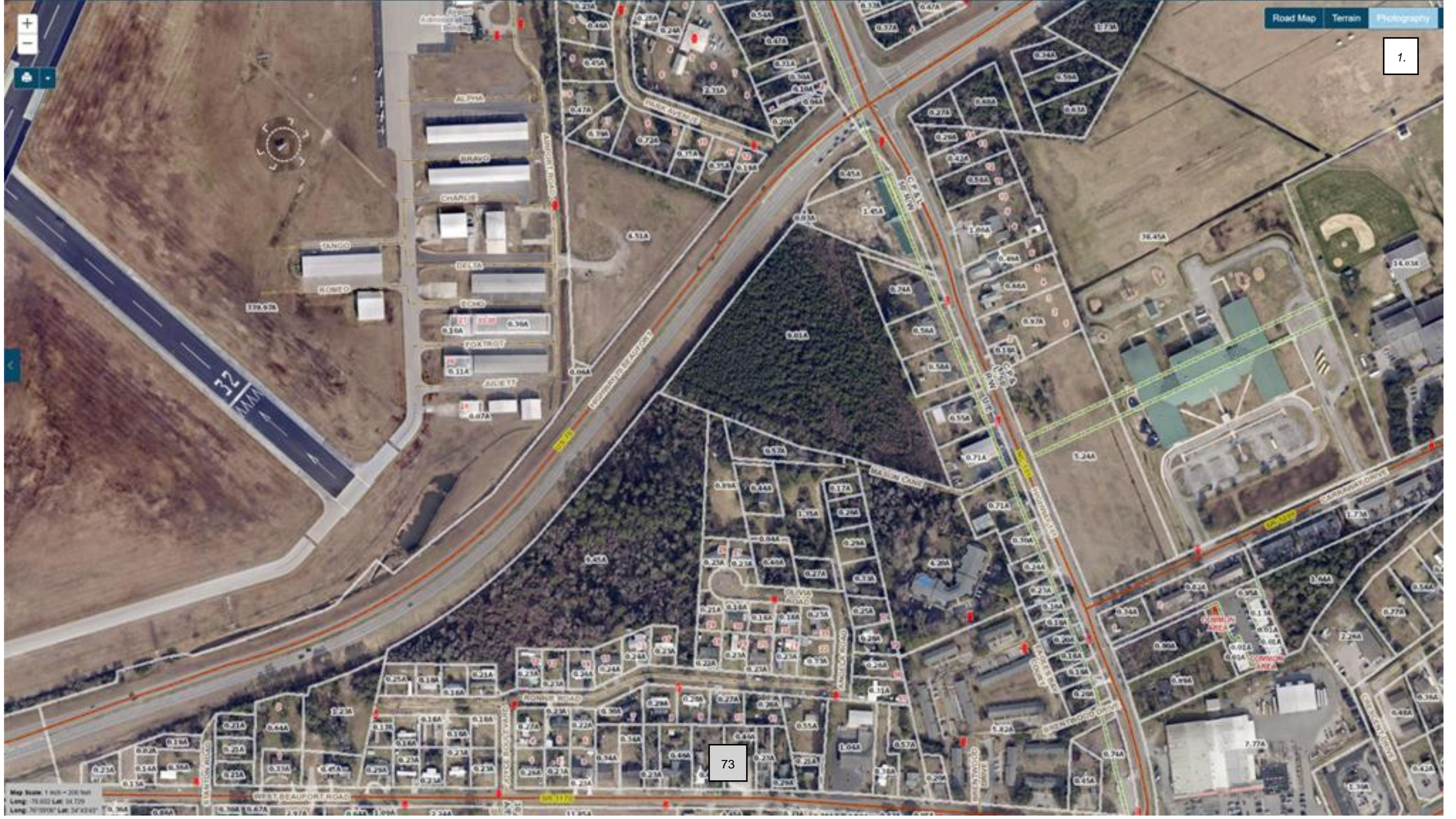
Next Available Unit Policy

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

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

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

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



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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 Planning Board Regular Meeting
6:00 PM Monday, November 17, 2025 – Train Depot**

AGENDA CATEGORY: New Business
SUBJECT: 2026 Planning Board Meeting and Submittal Calendar

BRIEF SUMMARY:

Our new administrative support specialist, Laurel Anderson, has developed the 2026 meeting and submittal calendar for the coming year. We ask that each member review the proposed dates and inform us of any conflicts at the November meeting.

REQUESTED ACTION:

Discussion on Proposed Calendar
Decision on Proposed Calendar

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kyle Garner, AICP
Planning & Inspections Director

BUDGET AMENDMENT REQUIRED:

N/A

Proposed
Planning Board Meeting Dates for 2026
(Third Monday of the Month)

Submission Deadline	Meeting Date
12.29.2025	*1.20.2026
1.26.2026	2.16.2026
2.23.2026	3.16.2026
3.30.2026	4.20.2026
4.27.2026	5.18.2026
5.22.2026	6.15.2026
6.29.2026	7.20.2026
7.27.2026	8.17.2026
8.31.2026	9.21.2026
9.28.2026	10.19.2026
10.26.2026	11.16.2026
11.30.2026	12.21.2026

* Meeting date changed due to Holiday Schedule