



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 5:00 PM Monday, March 21, 2022 - Train Depot, 614 Broad Street, Beaufort, NC 28516 Monthly Meeting

Call to Order

Roll Call

Agenda Approval

Minutes Approval

- [1.](#) PB Draft Minutes for 02.21.22

Presentations

Old Business

- [1.](#) Preliminary Plat for Salt Wynd Preserve Phase I

Public Hearing

- [1.](#) Zoning Text Amendment - Duplexes as a Permitted Use in the TR Zone

Public Comment

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, February 21, 2022 - Held Virtually Via Zoom due to the COVID-19
Pandemic
Minutes**

Call to Order

Chair Neve called the February 21, 2022 Planning Board meeting to order at 6:00 p.m.

Roll Call

Chair Neve asked Secretary Anderson to conduct a roll call.

In attendance: Chair Neve, Vice-Chair Merrill, Member Bowler, Member LoPiccolo, and Member Meelheim, Member Vreugdenhil, Member Willis.

Secretary Anderson declared a quorum present.

Also present for the meeting were Town Manager Todd Clark, Commissioners Melvin Cooper, Marianna Hollingshed, and Bob Terwilliger; Fire Chief Tony Ray, Town Attorney Arey Grady, Kyle Garner, Samantha Burdick, and Laurel Anderson.

Agenda Approval

Member Bowler made the motion to approve the agenda as presented and Member Meelheim made the second. Secretary Anderson took a roll call vote that was unanimous.

Voting yea: Chair Neve, Vice-Chair Merrill, Member Bowler, Member LoPiccolo, Member Meelheim, Member Vreugdenhil, Member Willis

Minutes Approval

Member Meelheim requested the minutes be updated to show that she had asked a question rather than Member Bowler.

Member Meelheim made the motion to approve the amended minutes and Member LoPiccolo made the second. Secretary Anderson took a roll call vote that was unanimous.

Voting yea: Chair Neve, Vice-Chair Merrill, Member Bowler, Member LoPiccolo, Member Meelheim, Member Vreugdenhil, Member Willis

Election of Officers

Town Attorney Grady explained the process for electing Board officers. He then opened the floor for nominations for Chair of the Planning Board. Member LoPiccolo nominated Member Neve and there were no other nominations.

Member Bowler made the motion to close the nominations and Member Meelheim made the second. Secretary Anderson took a roll call vote that was unanimous.

Voting yea: Chair Neve, Vice-Chair Merrill, Member Bowler, Member LoPiccolo, Member Meelheim, Member Vreugdenhil, Member Willis

Members then voted for Member Neve for Chair.

Voting yea: Chair Neve, Vice-Chair Merrill, Member Bowler, Member LoPiccolo, Member Meelheim, Member Vreugdenhil, Member Willis

Chair Neve then opened the floor for nominations for Vice-Chair of the Planning Board. Member Meelheim nominated Member Merrill, and Member Vreugdenhill made the second.

Member LoPiccolo made the motion to close the nominations. Secretary Anderson took a roll call vote that was unanimous.

Voting yea: Chair Neve, Vice-Chair Merrill, Member Bowler, Member LoPiccolo, Member Meelheim, Member Vreugdenhil, Member Willis

Members then voted for Member Merrill for Vice-Chair.

Voting yea: Chair Neve, Vice-Chair Merrill, Member Bowler, Member LoPiccolo, Member Meelheim, Member Vreugdenhil, Member Willis

Public Hearing

- 1. Modify/Revise the Existing Planned Unit Development (PUD) for Beau Coast Subdivision

Chair Neve opened Case No. 22-05 and Kyle Garner presented on behalf of staff. He stated that conditions placed on the application in 2015 have been addressed, and asked if there were any questions from the board. Member LoPiccolo asked if the applicants were working with the town regarding improvements to Freedom Park as requested by the Board of Commissioners. Member Meelheim asked if the applicant had considered opening up memberships to Beau Coast amenities to the public. She also asked if the Beau Coast covenants addressed Airbnb or VRBO, and inquired about the timeline of plantings to improve conditions for other residents in the area.

Chair Neve asked if the lots backing up to existing residential areas contained a 5' rear setback.

Chair Neve then asked the applicant for his presentation and remarks. Don Mizelle spoke on behalf of Beau Coast West. He explained that the yearly update of the PUD amendment allowed the developers, town, and citizens to collaborate on a land-use plan as the project moves forward. This PUD was originally named Beaufort East Village and has been renamed Beau Coast West. The amenity site has been moved closer to Leonda Drive and Freedom Park Road.

Karl Blackley, President of Preston Development Company, then spoke on behalf of Beau Coast. He explained that Beau Coast amenities are solely for owners at that subdivision and they are not available for the general public. He addressed Member Meelheim's question regarding buffers between existing residences and the new subdivision, and explained that buffer planting is completed when it is required. He also said that he had been in contact with County Commissioner Wheatly since Freedom Park is county property, and had received verbal approval of improvements to the park, to include new landscaping, a new park sign, paving the gravel road

going into the park, a dog park, and a Frisbee golf course. Member Meelheim asked if the covenants restricted rentals, and Mr. Blackley explained that the original development was contracted with a developer who wanted to sell to investors and include short-term rentals. The covenants of the newer sections of Beau Coast including Beau Coast West are restricted to rentals of not less than one week, but he also explained that the requirement may not be enforced if challenged.

Member LoPiccolo requested that Beau Coast consider re-grading Freedom Park since it is very low-lying, and Mr. Blackley said they would take that into consideration but the county has oversight of that property.

Chair Neve then asked for any public comments for the board or applicants.

The first commenter, Suzanne Lee, expressed concern about the bike path at Ocean Street and Lennoxville Road regarding pedestrian safety and wetlands. Ann Delvaux then expressed her disappointment that the developers had three building lots planned on wetlands, and she was concerned about a drainage ditch between her property and the new development being preserved with good water flow, and the loss of habitat for the wildlife in the development area. The next commenter was Mrs. Grimley who was concerned about construction traffic coming in and out of existing residential areas, specifically George Street, and requested that construction trucks use Beau Coast roads. The last commenter was Harriet Altman, who asked why the tree buffers could not be left in place rather than planting immature trees that will take years to grow. She asked why the issues such as flooding, runoff, and loss of animal habitats stemming from the development could not be addressed to mitigate problems with future developments.

Chair Neve then closed the public comments and opened Board discussion.

Vice-Chair Merrill stated that it appeared there would be no buffer between the development and existing homes. Member Bowler asked about 20-foot buffers and if they would be vegetation or hardscape and Mr. Garner clarified that they would be addressed in the new business discussion. Chair Neve also discussed the buffer issues regarding existing homes and new PUD homes abutting each other and suggested increasing rear setbacks from 5 feet to 15 feet and side setbacks from 5 feet to 8 feet when abutting existing residences. Member Meelheim asked if buffers with faster growing native plantings could be included as a condition, and Mr. Garner stated that both hardscape and vegetation were addressed in the Land Development Ordinance. Member Bowler agreed that vegetation was preferable to hardscape to provide birds and animals with food. Member Meelheim suggested a 10-foot planted buffer between new and existing homes. Vice-Chair Merrill suggested both changing the setbacks and adding the buffer. Member Willis agreed with Member Meelheim regarding faster-growing vegetation. Chair Neve explained that developers have to address stormwater regulations and requirements which usually require taking down trees.

Mr. Blackley stated that the developers would look into vegetation buffers and asked for an opportunity to come back to the Board after studying the issue.

Member Meelheim asked for an update from the developers for the next meeting to include the history of and future planning for the development. Member Bowler also addressed the public comments regarding lessons learned in past developments and incorporating new projects such as Resilient Beaufort in current and future developments. Member LoPiccolo commented that there appeared to be much less buffering and space in the new Beau Coast West plans than the original Beau Coast development.

Chair Neve asked if there were any further questions for staff or the applicant, and there being none he asked for a motion.

Chair Neve made the motion to approve Case 22-05 with the added stipulations that rear setbacks are increased from 5 feet to 15 feet and side setbacks are increased from 5 feet to 8 feet when abutting any currently developed R-8 or RS-5 property, and where the project abuts existing single-family homes that a Type-B buffer is required. Member Meelheim made the second. Secretary Anderson took a roll call vote that was unanimous.

Voting yea: Chair Neve, Vice-Chair Merrill, Member Bowler, Member LoPiccolo, Member Meelheim, Member Vreugdenhil, Member Willis

Mr. Garner explained that the Board of Commissioners would have another formal public hearing on March 14, 2022 and the public would have another opportunity to express their comments at that time, and that the Town could print out any requested maps for the public.

New Business

- 1. Preliminary Plat - Beau East Village Phase 1

Chair Neve opened the New Business and Kyle Garner presented the first item on behalf of staff. Chair Neve asked if there were any questions from the board.

Member Meelheim asked if the 2016 traffic study had been updated and Mr. Garner said that it had not. Member LoPiccolo asked if there had been any recommendations with the study and Mr. Garner stated that a roundabout, number of access points, and dedicated turn lanes into Beau Coast had been included. Vice-Chair Merrill inquired about construction traffic which would be addressed by the applicant. Chair Neve asked about the maintenance of lift stations with standby emergency generators, and Town Engineer Greg Meshaw responded that the developer dedicates the infrastructure to the Town and at that point the Town maintains the generator. Chair Neve then asked about the multi-purpose path going through Lot 55 and Joe Boyd of WithersRavenel stated that an easement was planned for that lot.

Chair Neve asked if there were any questions for staff or the applicant, and there being none he asked for a motion.

Vice-Chair Merrill made the motion to approve the preliminary plat for Beau East Village Phase 1 and Member LoPiccolo made the second. Secretary Anderson took a roll call vote that was unanimous.

Voting yea: Chair Neve, Vice-Chair Merrill, Member Bowler, Member LoPiccolo, Member Meelheim, Member Vreugdenhil, Member Willis

- 2. Case #22-06 Special Use Permit for a Mini-Storage facility at 2150 & 2176 Live Oak Street

Chair Neve opened Case #22-06 and Kyle Garner presented on behalf of staff. Chair Neve asked if there were any questions from the board. There being none he asked the applicant for any remarks. Chase Cullipher gave a presentation and Chair Neve asked if the Board had any questions for the applicant.

There being no questions Chair Neve asked for a motion.

Member Bowler made the motion to approve Case 22-06 and Member Vreugdenhill made the second. Secretary Anderson took a roll call vote that was unanimous.

Voting yea: Chair Neve, Vice-Chair Merrill, Member Bowler, Member LoPiccolo, Member Meelheim, Member Vreugdenhil, Member Willis

- 3. Preliminary Plat for Salt Wynd Preserve Phase I

Chair Neve opened the next case and Kyle Garner presented on behalf of staff. Chair Neve asked Mr. Meshaw for the status of sewer and water allocations. Mr. Meshaw stated that the comments he had previously made had been satisfied by the applicant's engineer. Chair Neve then asked the Board if they had any questions for the staff.

Member Bowler made a motion for continuance and to table the item until the March meeting as the submissions had not been received 14 days before the current meeting to ensure the Board had time to review the packet, based on the Town's subdivision ordinance. Member Meelheim seconded the motion.

Member Vreugdenhill stated that the ordinance requires the Board members to have the package 14 days before the meeting, and Member Bowler specified that information is found on page 16, section 3 of the Town’s subdivision ordinance. Member Meelheim further clarified that it is Article 7.

Secretary Anderson took a roll call vote.

Voting yea: Chair Neve, Vice-Chair Merrill, Member Bowler, Member Meelheim, Member Vreugdenhil, Member Willis

Voting Nay: Member LoPiccolo

Vice Chair Merrill asked if public comment would be allowed at the next meeting, and Mr. Garner replied that public comment is always required but not specifically for new business as they are not public hearings. Town Attorney Arey Grady confirmed that the matter does not require a public hearing and the public comment period may come after the matter has been decided. He clarified that the order of the meeting is up to the Board and the Board can reorder specific items during the meeting. Member Willis asked if the Board should rearrange the order at the next meeting and put public comments before the vote on the new item. Chair Neve said that would be a decision for the Board to make, and at the beginning of the next meeting when the Agenda was voted on the Board would have the option to rearrange the items on the Agenda.

Public Comments

Harriet Altman urged the Board to think about Resilient Beaufort, the land use plan, and all the environmental issues that have been worked on recently. She asked the Board to consider all of that information moving forward on any decisions. Applicant Beth Clifford stated that she was confused about the submission date and would like the town attorney to interpret that law.

Commission / Board Comments

Member Vreugdenhil thanked the town staff for a thorough and comprehensive packet and he also thanked all the applicants and Beth Clifford. Member Bowler said that she appreciated the thorough application and her request for a continuance was just for time to review the packet. Chair Neve asked Mr. Garner to clarify the order of the Salt Wynd applications. He stated that usually the Board received annexation requests first, contingent upon approval of subdivision ordinances.

Staff Comments

Mr. Garner stated that the March meeting would contain many agenda items and notified the Board that the next meeting would be held at the Train Station. Member Meelheim requested the March meeting begin at 5:00 instead of 6:00.

Member Meelheim made the motion to change the March 21st meeting time an hour earlier due to the large volume of materials and Member Vreugdenhil seconded the motion. Secretary Anderson took a roll call that was unanimous.

Voting yea: Chair Neve, Vice-Chair Merrill, Member Bowler, Member LoPiccolo, Member Meelheim, Member Vreugdenhil, Member Willis.

Adjourn

Member LoPiccolo made the motion to adjourn and Member Vreugdenhil seconded the motion. Secretary Anderson took a roll call that was unanimous.

Voting yea: Chair Neve, Vice-Chair Merrill, Member Bowler, Member LoPiccolo, Member Meelheim, Member Vreugdenhil, Member Willis

Chair Neve then declared the meeting adjourned.

Chair Neve

Board Secretary Anderson



Town of Beaufort, NC

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**Town of Beaufort Planning Board Regular Meeting
5:00 PM Monday, March 21, 2022 – 614 Broad Street**

AGENDA CATEGORY: Old Business
SUBJECT: Preliminary Plat for Salt Wynd Preserve Phase I

BRIEF SUMMARY:

At last month’s meeting, after an introduction of the project by Town Staff, the Planning Board tabled this item to have more time to review.

As presented last month, the applicant wishes to subdivide a 37.06 Acre Tract into 47 Lots (Single-Family). In addition to Planning Staff the Town Engineer and applicants Engineer will also be available to answer questions regarding the proposed infrastructure.

REQUESTED ACTION:

1. Approve the request with the condition that the effective date of official approval will take place once the Preliminary Plat is annexed into the corporate limits of the Town of Beaufort and that the applicant has a period of six months to accomplish this or the Preliminary Plat will be void.
2. Deny the application for Preliminary Plat based on specific criteria.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kyle Garner, AICP
Planning & Inspections Director

BUDGET AMENDMENT REQUIRED:

N/A



STAFF REPORT

To: Beaufort Planning Board Members
From: Kyle Garner, AICP, Town Planner
Date: February 16, 2022
Project Salt Wynd Preserve Phase 1 – Preliminary Plat

THE QUESTION: Subdivide a 37.06 Acre Tract into 47 Single-Family Lots

BACKGROUND:

Location:	Off Pinners Point Road
Owners:	Beaufort Agrihood Development, LLC
Requested Action:	Subdivide a 37.06 acre tract into 47 lots
Existing Zoning	R-20
Amount of Open Space:	2.39 Acres
Existing Land Use:	Undeveloped
Adjoining Land Use & Zoning:	North – By Undeveloped property, Zoned R-20 South – By single family residential in Howland Rock, Zoned R-20 East – By single family residential in Howland Rock, Zoned R-20 West – By single family residential along Pinners Point Road, R-20.

SPECIAL INFORMATION:

This preliminary plat has been through the Town’s Technical Review Process and meets the design standards of the Subdivision Ordinance except for proposed sewer allocation calculations that are mentioned under the Public Utilities & Works Section of this item. (It is anticipated that this issue will be worked out prior to the meeting, and the Town’s Engineer can give an update.)

Additionally, the applicant has provided a copy of their driveway permit applications for NCDOT; a Soils Report and; a copy of “Draft” covenants for this phase of the development.

Also included are environmental conditions maps of the area provided by Town Staff.

As of the date of agenda preparation an application for annexation has **not** been submitted, which is critical in determining crucial water and sewer service to the proposed development.

Public Utilities & Works:

Included in the packet is the Preliminary Plat showing comments from the Town’s Engineer, Greg Meshaw, regarding the proposed sewer allocation numbers vs. the allocation application that was submitted for Phase I and other items that have been addressed through the development review process.

OPTIONS:

1. Approve the request with the condition that the effective date of official approval will take place once the Preliminary Plat is annexed into the corporate limits of the Town of Beaufort and that the applicant has a period of six months to accomplish this or the Preliminary Plat will be void.
2. Table the request per Article VII Section 3.06 of the Subdivision Ordinance. As per this section the Planning Board will be required to take action at that meeting.
3. Deny the application for Preliminary Plat based on specific criteria.

ATTACHMENTS:

- Vicinity Map
- Environmental Conditions Map of Area
- Preliminary Plat Submittal with Town Engineers Comments
- NCDOT Driveway Permit Applications
- Proposed Covenants
- Soils Report

Case #22-07 Vicinity Map - Preliminary Plat - Salt Wynd Preserve

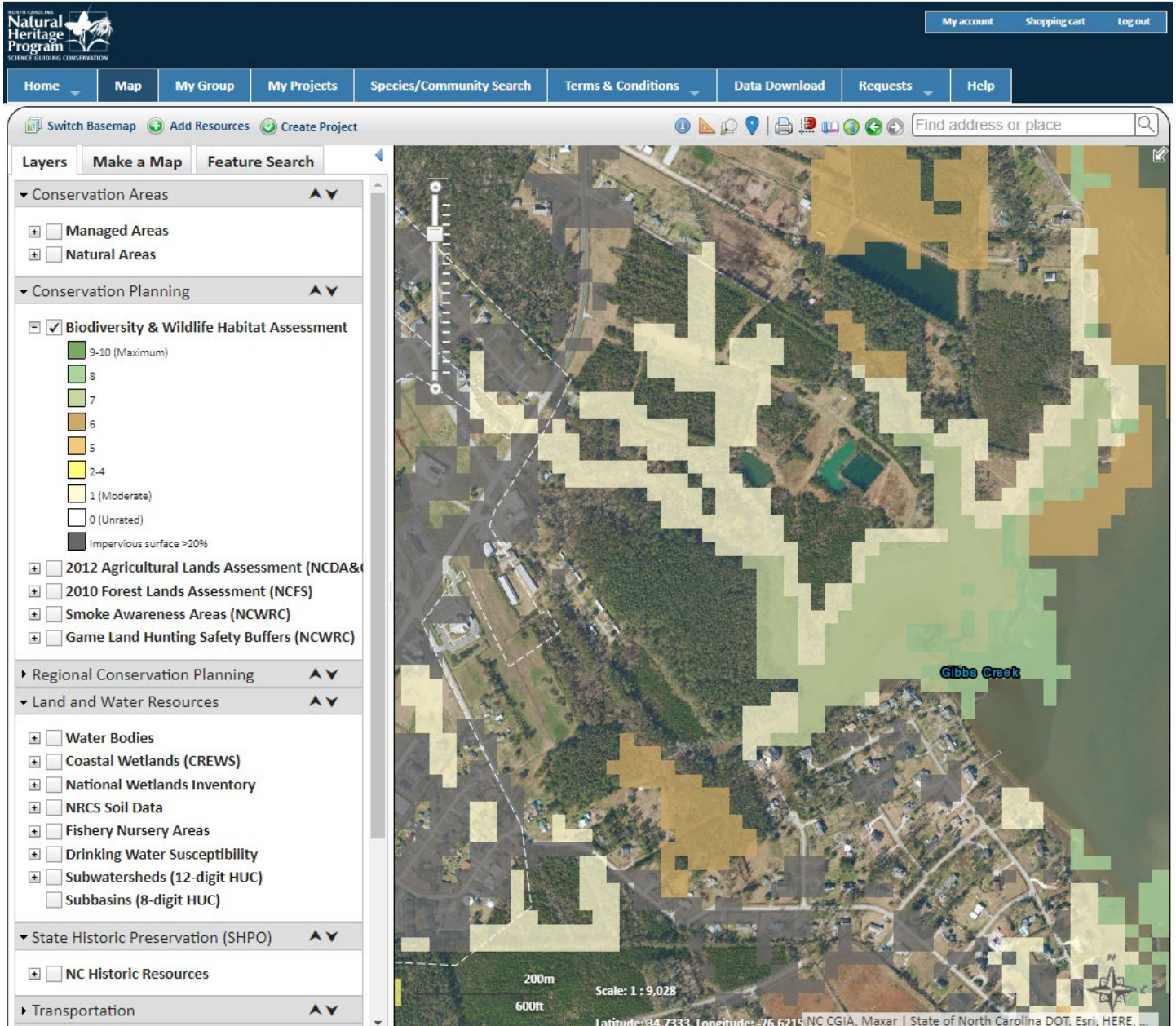
1.



Environmental Conditions – Salt Wynd Preserve Subdivision

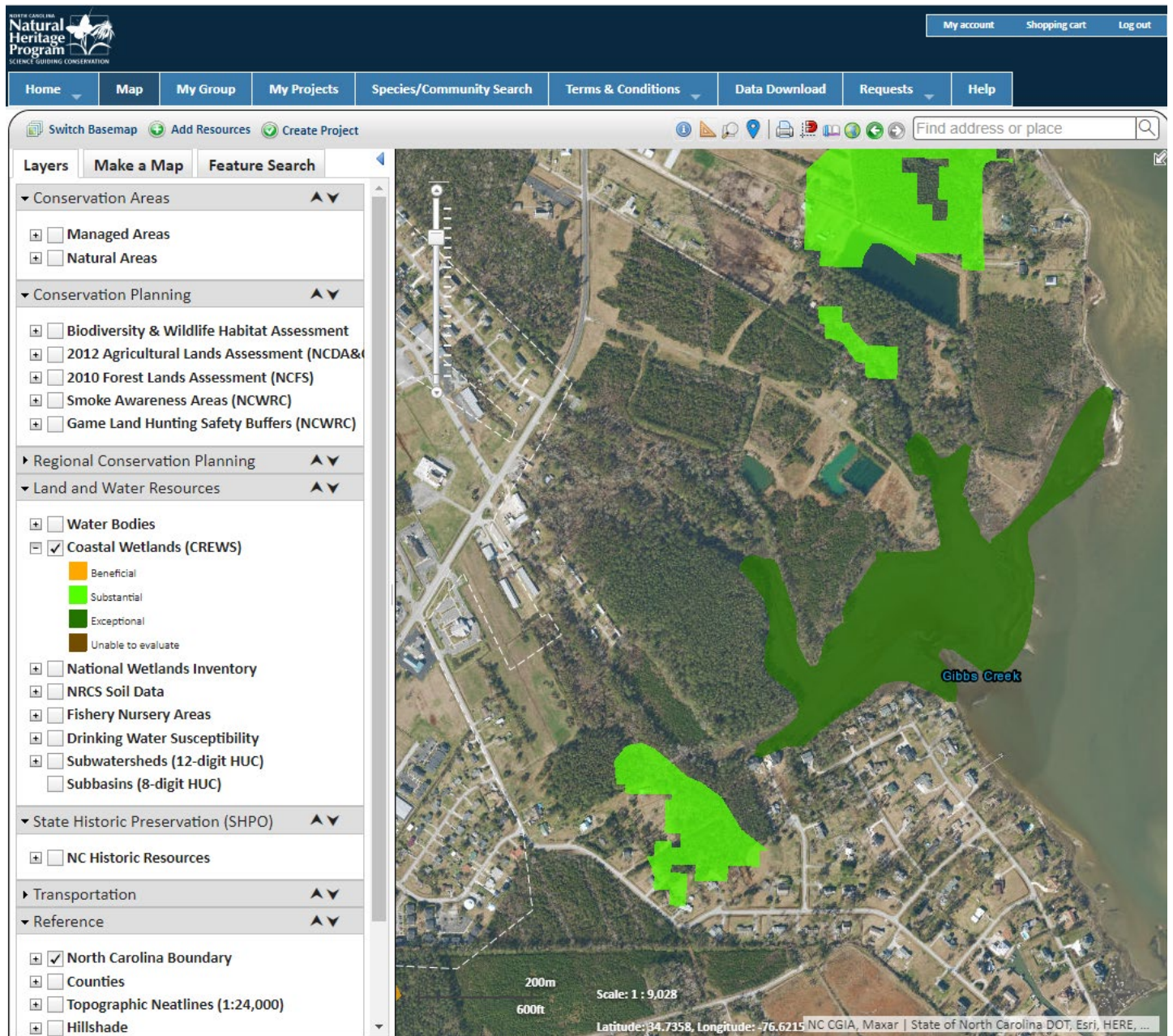
Natural Heritage Program Biodiversity & Wildlife Habitat Assessment

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



NC Coastal Region Evaluation of Wetland Significance (NC CREWS)

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



NC Marine Fisheries Shellfish Sanitation: Shellfish Harvesting Closures

This map illustrates the written shellfish closure proclamations issued by the NC Division of Marine Fisheries. Official proclamations can be found here: <https://deq.nc.gov/about/divisions/marine-fisheries/rules-proclamations-and-size-and-bag-limits/polluted-area-proclamations>

Shellfish Sanitation Temporary Closure Public Viewer
Supplemental Viewer. Official Docs on proclamation website

NC Environmental Quality Marine Fisheries Shellfish Sanitation

Legend

- Temporary Closure**
 - Closed
- Permanent Shellfish Closures**
- Grow Area Boundaries**

Basemap Gallery

- Imagery with Labels
- National Geographic

About

This map application serves as a guide for the public in interpreting the written shellfish closure proclamations issued by the North Carolina Division of Marine Fisheries.

To access official proclamations, [click here](#).

To access maps of permanently closed areas and written permanent closure descriptions, click on the growing area label in the map and then click on the "Attachments" link that appears in the pop up window.

While every effort is made to keep this map accurate and up-to-date, it is not intended to replace the written proclamations. Maps do not supersede existing rules or proclamations. Under no circumstances shall the State of North Carolina be liable for any actions taken or omissions made from reliance on any information contained herein, nor shall the State be liable for any other consequences from any such reliance.

Map labels: Newport River, North River, Beaufort, Davis Bay, Back Sound, E5, Fort Macon State Park, Cape Lookout, Earthstar Geographics | Esri, HERE, Garmin

POWERED BY **esri**

Public viewer available at:

<https://ncdenr.maps.arcgis.com/apps/webappviewer/index.html?id=5759aa19d7484a3b82a8e440fba643aa>

SUPPORTING DOCUMENTATION COMMENTS:

1. WE NOTE THAT THE PUMP STATION CALCULATIONS ASSUME 4-BEDROOM RESIDENTIAL UNITS AT ALL OF THE PLANNED 82 LOTS. THIS IS NOT CONSISTENT WITH THE RECENTLY RECEIVED "WASTEWATER ALLOCATION REQUEST." THIS DOCUMENT STATES THAT THE FIRST PHASE OF 47 LOTS WILL HAVE FORTY 3-BEDROOM UNITS AND SEVEN 4-BEDROOM UNITS. THIS INCONSISTENCY NEEDS TO BE RESOLVED.
2. WE HAVE NO COMMENTS ABOUT THE STATE STORMWATER MANAGEMENT PERMIT APPLICATION FORM AND SUPPORTING DOCUMENTS EXCEPT FOR THAT IN ITEM 3 BELOW. WE ALSO HAVE NO COMMENTS CONCERNING THE STATE SEDIMENTATION PERMITTING MATERIALS PROVIDED.
3. THE JANUARY 21, 2022 LETTER REPORT BY CARL BONNER OF TERRACON DOES NOT ADDRESS THE SOILS SUITABILITY FOR INFILTRATION FROM PVIOUS PAVEMENT. THE REPORT ONLY STATES THAT SOME AREAS APPEAR "TO BE SUITABLE FOR STREET SUBGRADES." IN ANOTHER AREA IT CALLS FOR REPLACEMENT OF SOILS SO AS TO BE "SUITABLE FOR STREET SUBGRADES." IT DOES NOT APPEAR THAT THESE STREETS ARE BEING PROPOSED AS PERMITTED STORMWATER CONTROL FEATURES WITHIN THE STATE STORMWATER PERMIT APPLICATION, AS SUCH WE HAVE NO OBJECTION TO THEIR CONSTRUCTION AS THEY ARE TO BE PRIVATE STREETS. WE DO HOWEVER HAVE TO WONDER AS TO THE REASON WHY RECOMMENDATIONS SPECIFIC TO THE PLANNED SUBSURFACE AS A MEDIUM FOR INFILTRATION WAS NOT SOUGHT FROM THE GEOTECHNICAL ENGINEER.

SALT WYND PRESERVE

PHASE ONE

BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

COMMENTS WITHIN BY:
 GREG MESHAW, PE
 PUBLIC SERVICES DIRECTOR/TOWN ENGINEER
 FEBRUARY 14, 2022



VICINITY MAP
 SCALE: 1"=400'

SHEET INDEX

SHEET C1	COVERSHEET/SHEET INDEX
SHEET C2	PRELIMINARY CONCEPTUAL PLAN
SHEET C3	OVERALL PRELIMINARY PLAT
SHEET C4	PHASE ONE PRELIMINARY PLAT
SHEET C5	PHASE ONE PRELIMINARY PLAT
SHEET C6	PHASE ONE PRELIMINARY PLAT
SHEET C7	WINDING WOODS LANE PLAN & PROFILE
SHEET C8	WINDING WOODS LANE PLAN & PROFILE
SHEET C9	SALT WYND PLAN & PROFILE
SHEET C10	BOBBI CIRCLE PLAN & PROFILE
SHEET C11	GRAVITY SEWER OUTFALL (SALT WYND) PLAN & PROFILE
SHEET C12	FORCEMAIN PLAN & PROFILE
SHEET C13	PUMP STATION PLAN & DETAILS
SHEET C14	WATER DETAILS
SHEET C15	SEWER DETAILS
SHEET E1	PUMP STATION ELECTRICAL COVER
SHEET E2	PUMP STATION ELECTRICAL PLAN & SCHEDULES
SHEET E3	PUMP STATION ELECTRICAL DETAILS
SHEET E4	STREET LIGHTING PLAN
SHEET D1	DRAINAGE PLAN
SHEET D2	DRAINAGE AREA PLAN
SHEET D3	DRAINAGE DETAILS

PROJECT NO. : FM3067-001
 DRAWING NO. : 001

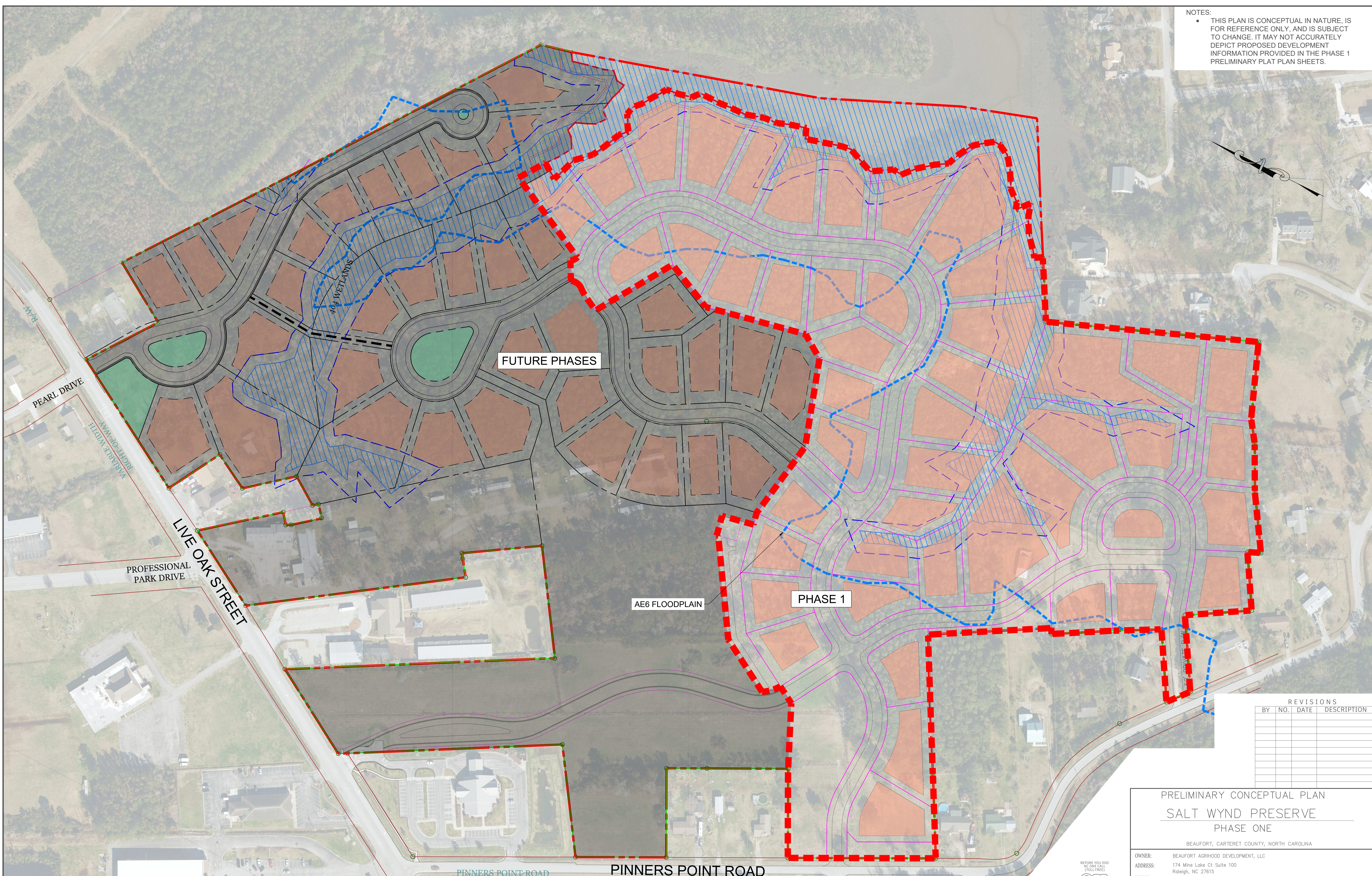
PRELIMINARY DRAWING
 DO NOT USE FOR
 CONSTRUCTION

LINWOOD E. STROUD, P.E.

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

NOTES:

- THIS PLAN IS CONCEPTUAL IN NATURE, IS FOR REFERENCE ONLY, AND IS SUBJECT TO CHANGE. IT MAY NOT ACCURATELY DEPICT PROPOSED DEVELOPMENT INFORMATION PROVIDED IN THE PHASE 1 PRELIMINARY PLAT PLAN SHEETS.



REVISIONS			
BY	NO.	DATE	DESCRIPTION

PRELIMINARY CONCEPTUAL PLAN
SALT WYND PRESERVE
 PHASE ONE

BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

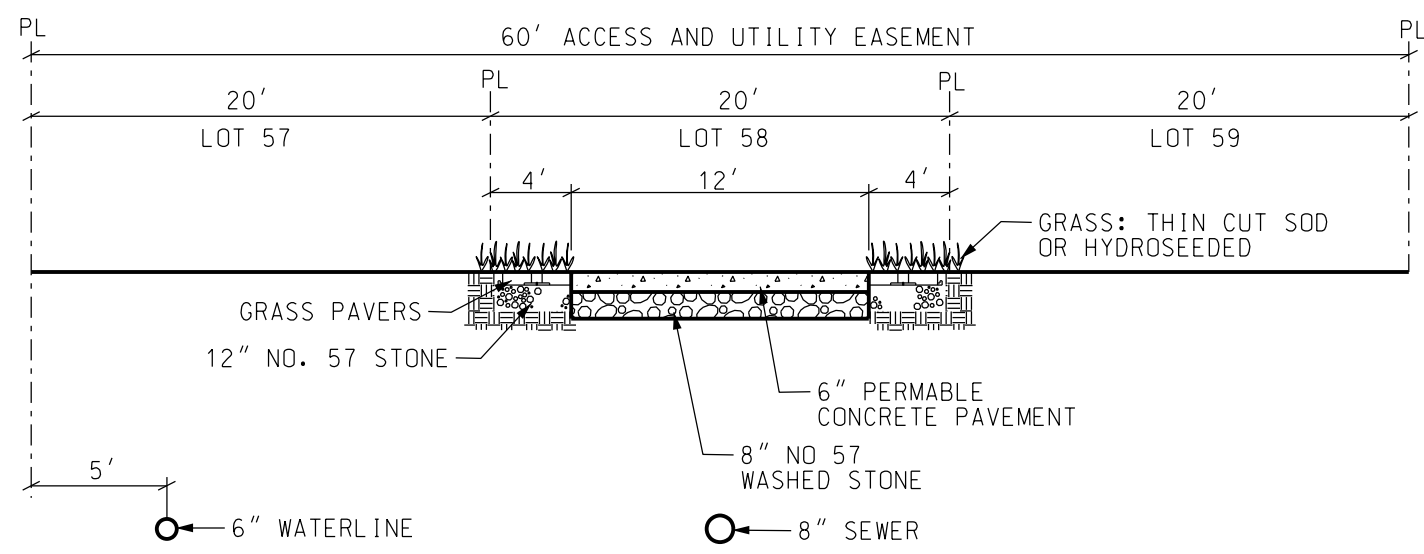
OWNER: BEAUFORT AGRIHOOD DEVELOPMENT, LLC
 ADDRESS: 174 Mine Lake Ct Suite 100
 Raleigh, NC 27615
 PHONE: 207-449-8801

DESIGNED:	LES	DATE:	2/10/22
DRAWN:	JLJ	SCALE:	1" = 100'
APPROVED:	LES	SHEET	C2 OF 13

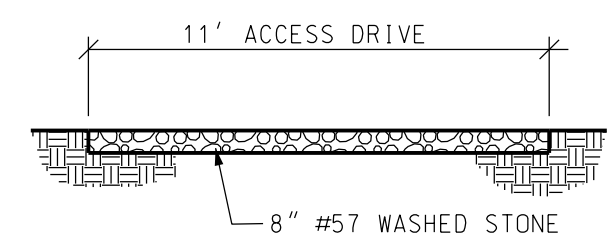
STROUD ENGINEERING, P.A.
 107-B COMMERCE STREET
 GREENVILLE, NC 27858
 (252) 756-9352 LICENSE NO. C-0647

PROJECT NO.: PM3067-001
 DRAWING NO.: 003



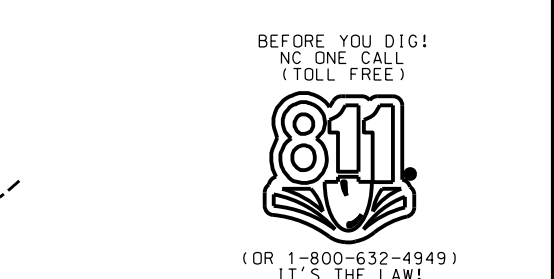
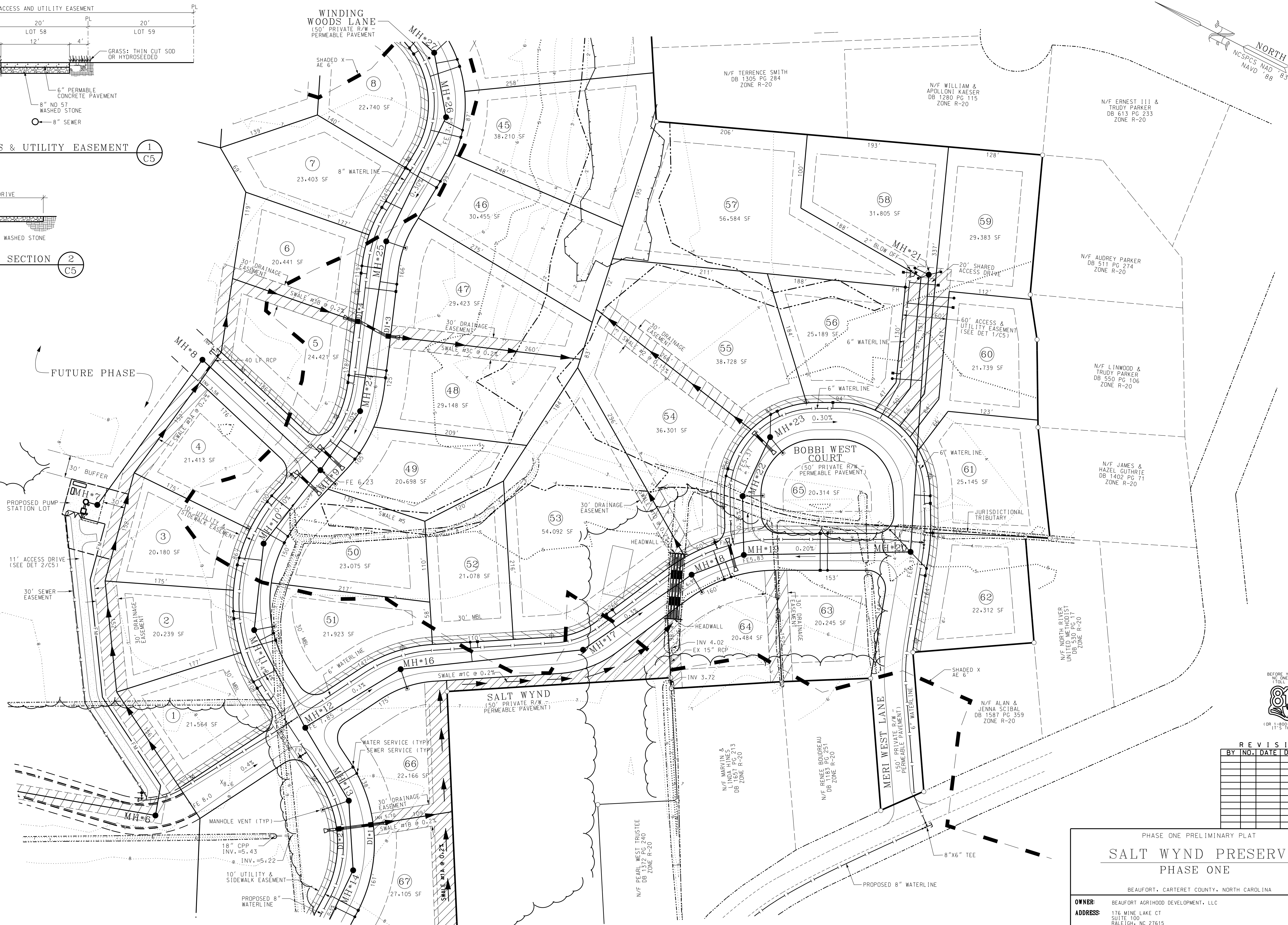


60' ACCESS & UTILITY EASEMENT (1) C5



ACCESS DRIVE SECTION (2) C5

FUTURE PHASE



REVISIONS		
NO.	DATE	DESCRIPTION

PHASE ONE PRELIMINARY PLAT

SALT WYND PRESERVE

PHASE ONE

BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

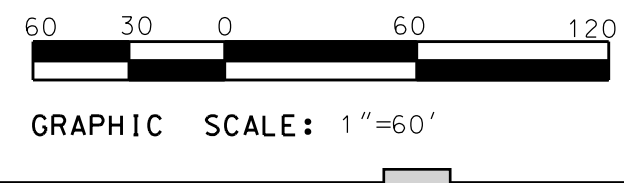
OWNER: BEAUFORT AGRIHOOD DEVELOPMENT, LLC
ADDRESS: 176 WINE LAKE CT, SUITE 100, RALEIGH, NC 27615
PHONE: 207-449-8801

DESIGNED: LES **DATE:** 2/09/22
DRAWN: LHJ **SCALE:** 1"=60'
APPROVED: LES **SHEET** C5 OF 15

STROUD ENGINEERING, P.A.
 107-B COMMERCE STREET, GREENVILLE, NORTH CAROLINA 27638
 (252) 756-9352, LICENSE NO. C-0647

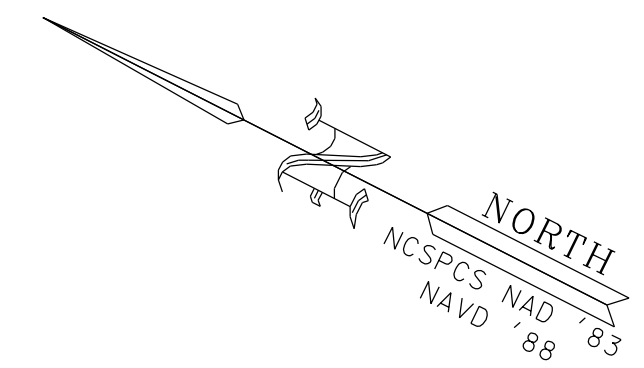
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PROJECT NO.: PM3067-001
DRAWING NO.: 005

N/F THERON MCLAMB
DB 1608 PG 144
MB 33 PG 647
ZONED B1 & R-20



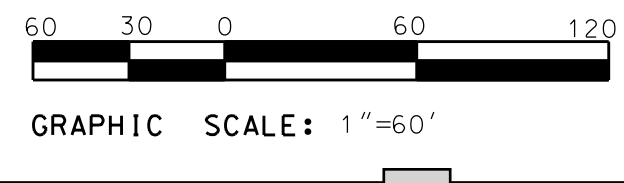
N/F GERALD LANHAM
DB 1631 PG 461
ZONE R-20

N/F TERRENCE SMITH
DB 1305 PG 284
ZONE R-20



REVISIONS

NO.	DATE	DESCRIPTION



**PRELIMINARY DRAWING
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CONSTRUCTION**

LINWOOD E. STROUD, P.E.

PHASE ONE PRELIMINARY PLAT

**SALT WYND PRESERVE
PHASE ONE**

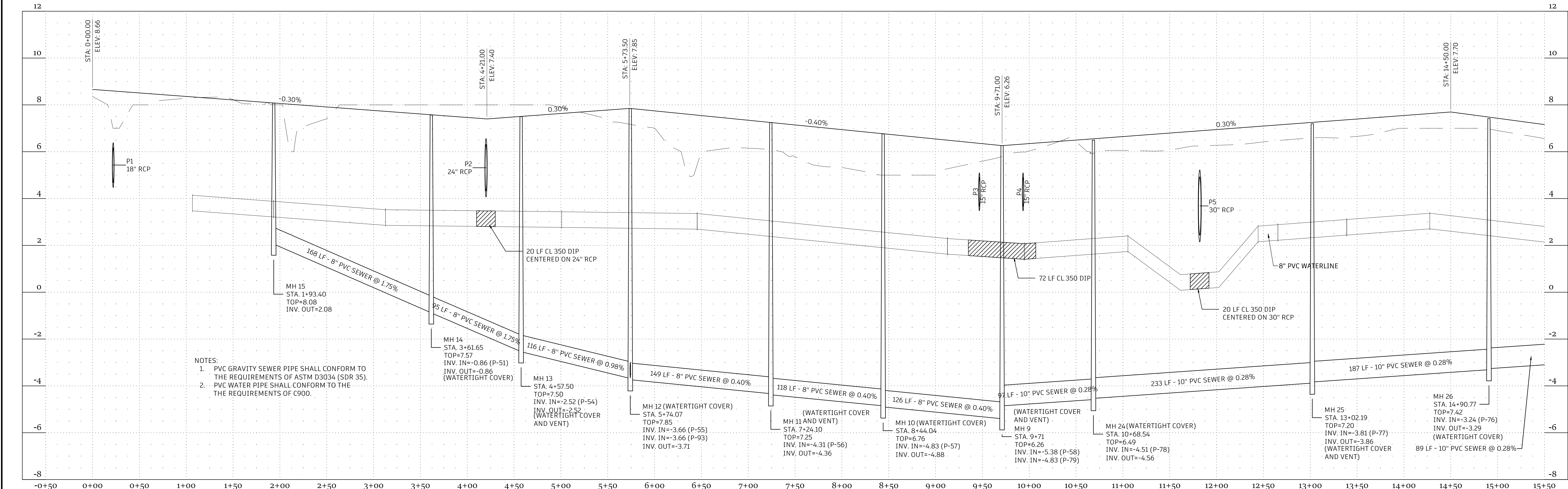
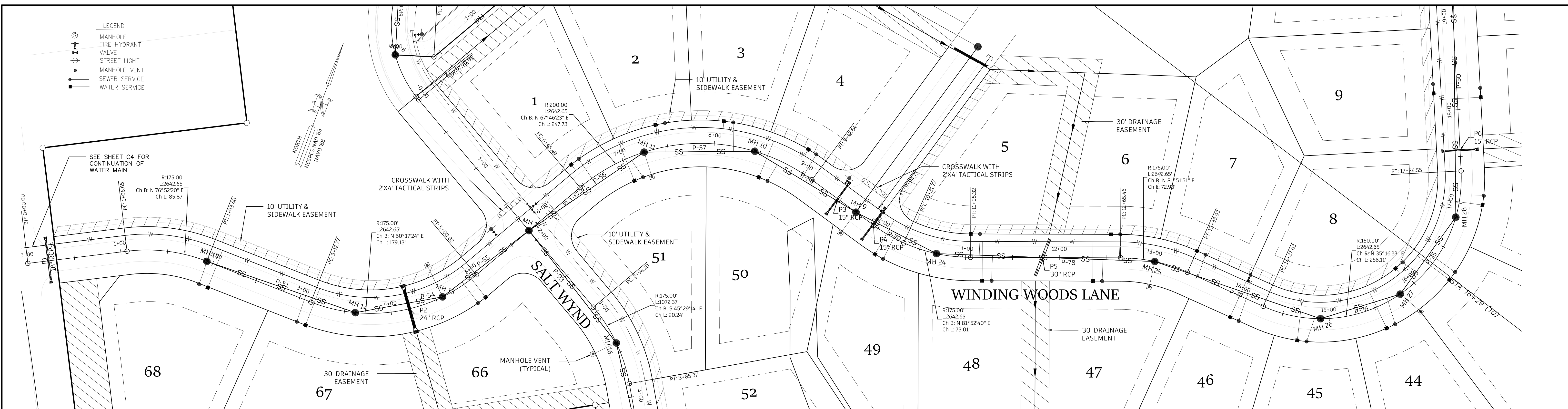
BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

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

DESIGNED: LES **DATE:** 2/09/22
DRAWN: LHJ **SCALE:** 1"=60'
APPROVED: LES **SHEET** C6 OF 15

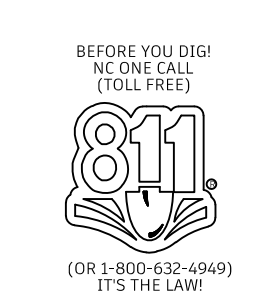
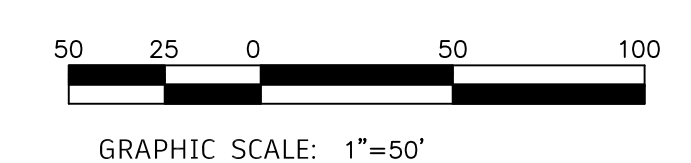
STROUD ENGINEERING, P.A.
 107-B COMMERCE STREET
 GREENVILLE, NORTH CAROLINA 27638
 (252) 756-9352
 LICENSE NO. C-0647

PROJECT NO.: PM3067-001
DRAWING NO.: 006



NOTES:
 1. PVC GRAVITY SEWER PIPE SHALL CONFORM TO THE REQUIREMENTS OF ASTM D3034 (SDR 35).
 2. PVC WATER PIPE SHALL CONFORM TO THE REQUIREMENTS OF C900.

PRELIMINARY DRAWINGS - DO NOT USE FOR CONSTRUCTION



REVISIONS			
BY	NO.	DATE	DESCRIPTION

PLAN & PROFILE- WINDING WOODS LANE STA 0+00-15+50

SALT WYND PRESERVE PHASE ONE

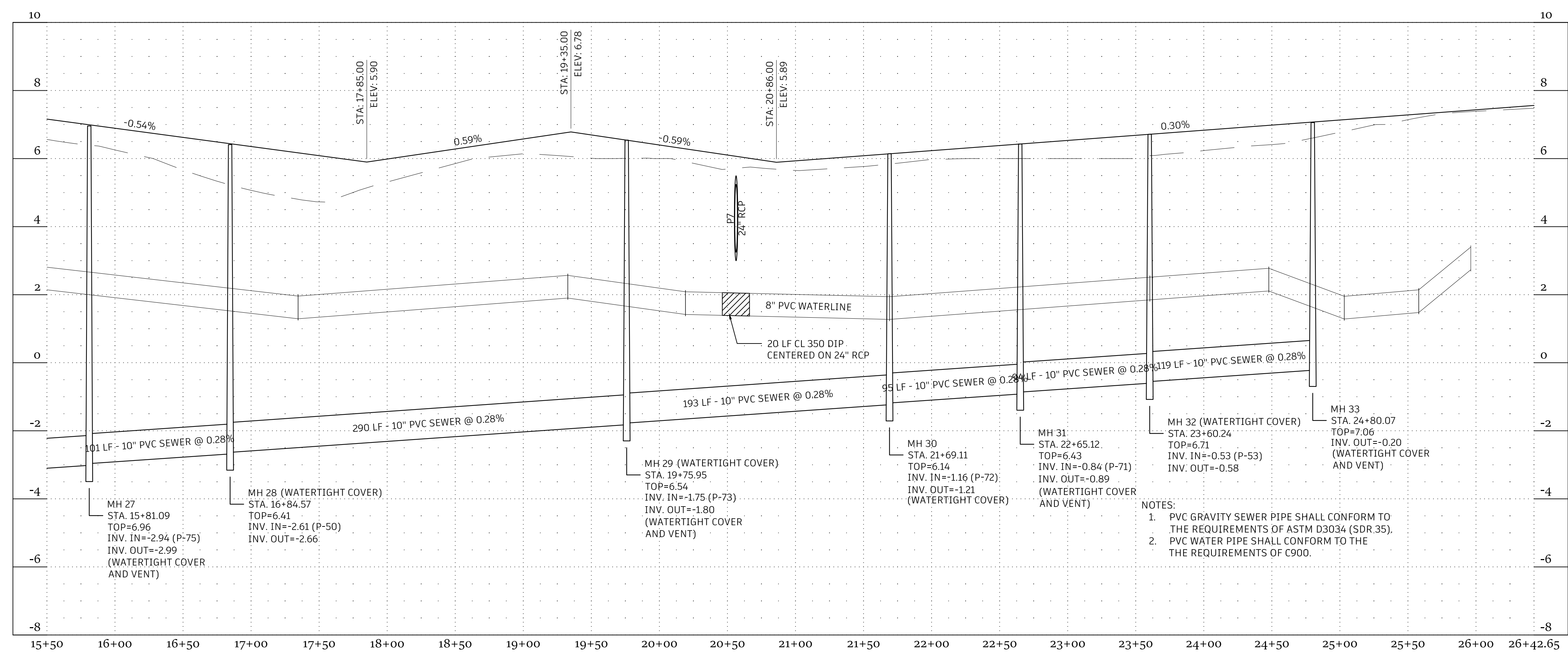
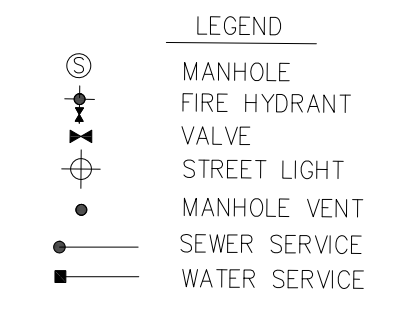
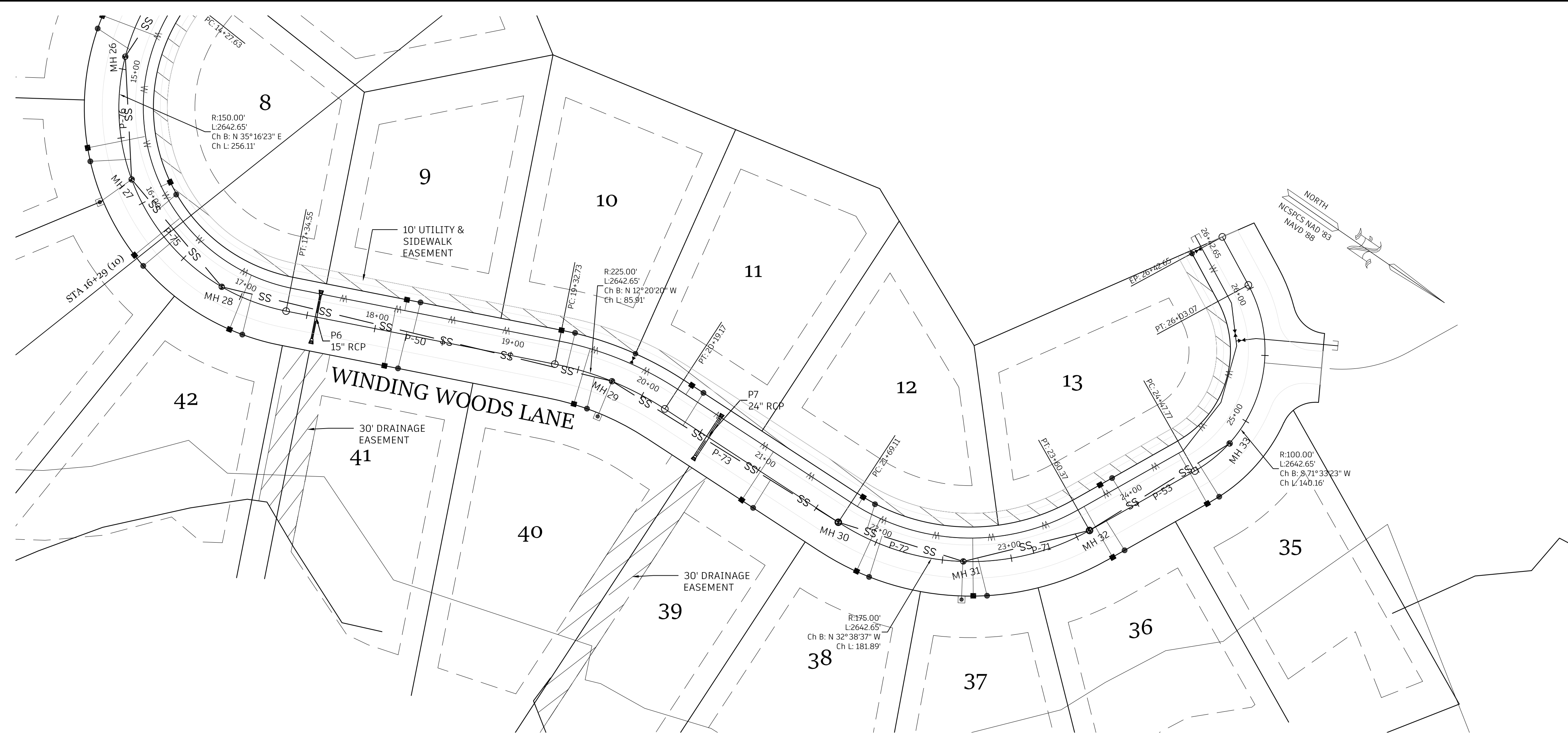
BEAUFORT CARTERET COUNTY NORTH CAROLINA

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

DESIGNED: LES DATE: 2/09/22
 DRAWN: LHI/DET SCALE: H= 1"=50'
 V= 1"=2'
 APPROVED: LES SHEET C7 OF 15

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

PROJECT NO.: PM3067-001
 DRAWING NO.: 007

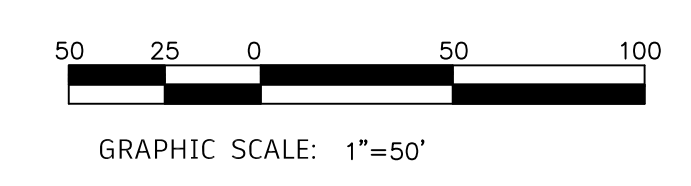


REVISIONS

BY	NO.	DATE	DESCRIPTION



PRELIMINARY DRAWINGS - DO NOT USE FOR CONSTRUCTION



PROJECT NO.: PM3067-001
DRAWING NO.: 008

PLAN & PROFILE - WINDING WOODS LANE STA 15+50 - 26+42.65

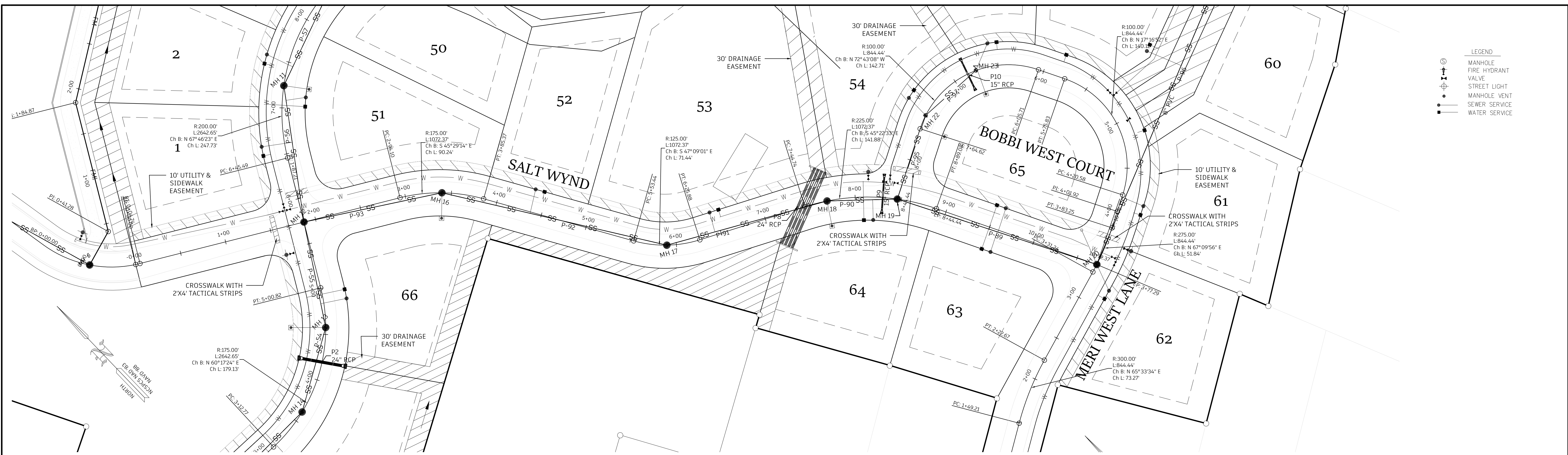
SALT WYND PRESERVE
PHASE ONE

BEAUFORT CARTER COUNTY NORTH CAROLINA

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

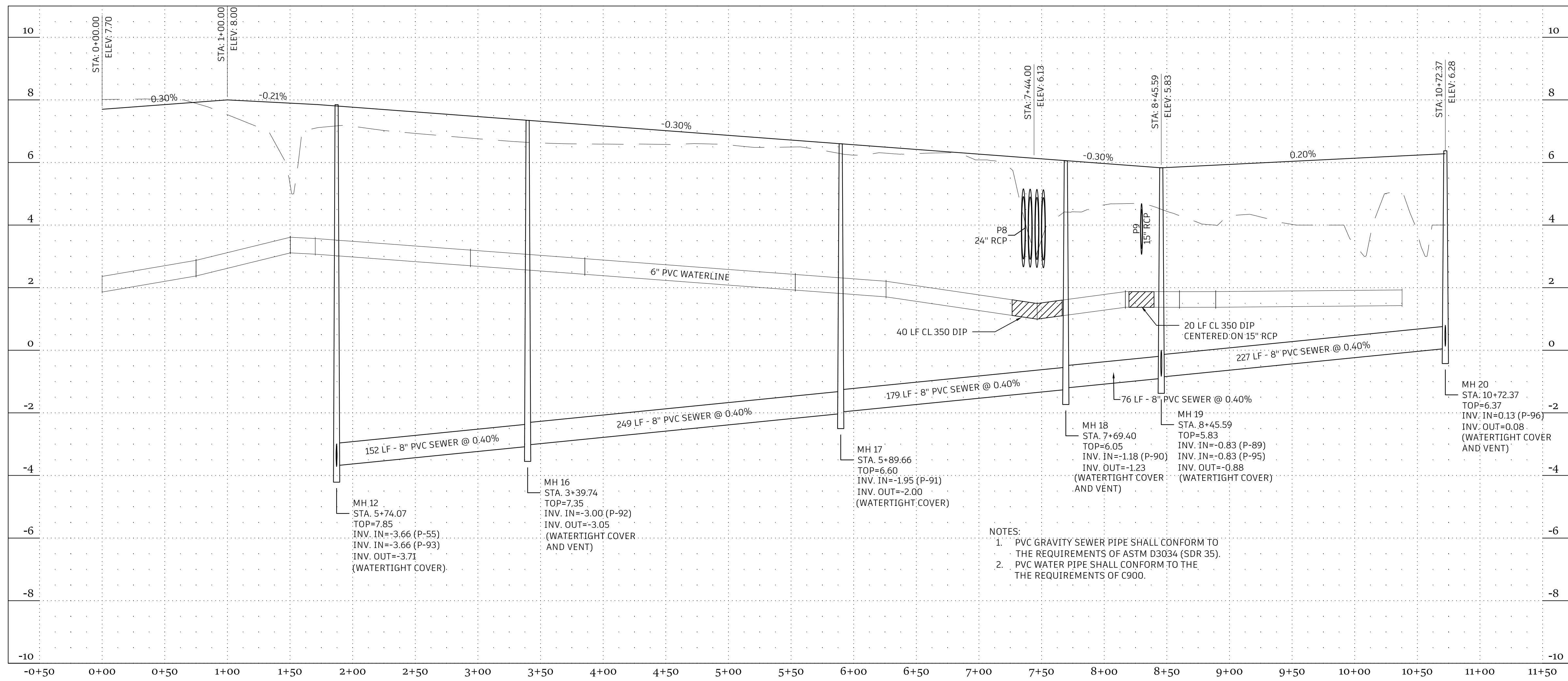
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DRAWN: LHJ/DET SCALE: H= 1"=50' V= 1"=2'
APPROVED: LES SHEET C8 OF 15

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



LEGEND

- MANHOLE
- ⊕ FIRE HYDRANT
- ⊖ VALVE
- ⊙ STREET LIGHT
- ⊕ MANHOLE VENT
- SEWER SERVICE
- WATER SERVICE



- NOTES:
- PVC GRAVITY SEWER PIPE SHALL CONFORM TO THE REQUIREMENTS OF ASTM D3034 (SDR 35).
 - PVC WATER PIPE SHALL CONFORM TO THE REQUIREMENTS OF C900.

REVISIONS

BY	NO.	DATE	DESCRIPTION



PLAN & PROFILE- SALT WYND STA 0+00 - 10+72.37

SALT WYND PRESERVE

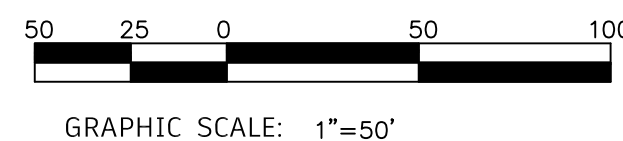
PHASE ONE

BEAUFORT CARTER COUNTY NORTH CAROLINA

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

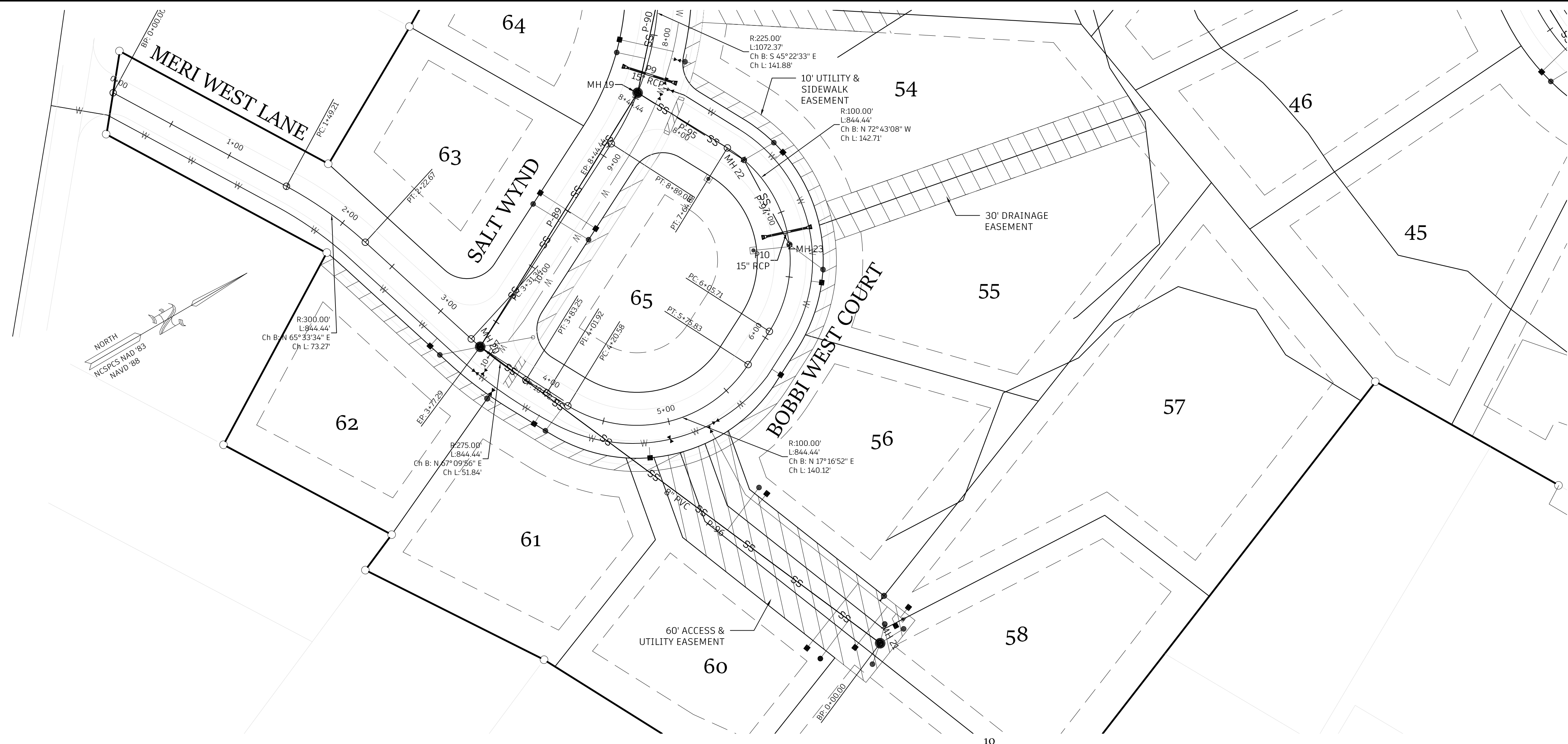
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 DRAWN: LHJ/DET SCALE: H= 1"=50'
 V= 1"=2'
 APPROVED: LES SHEET C9 OF 15

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



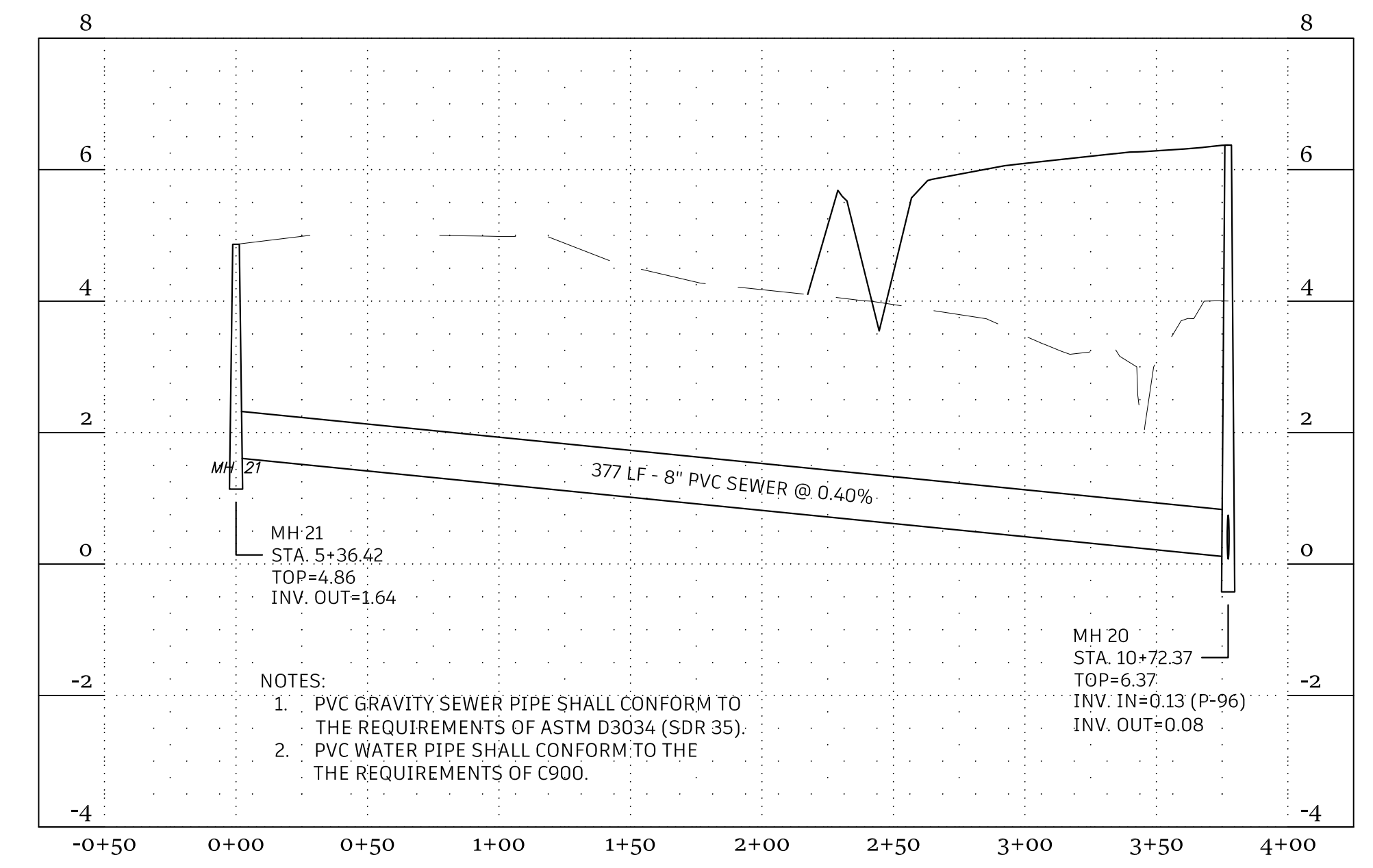
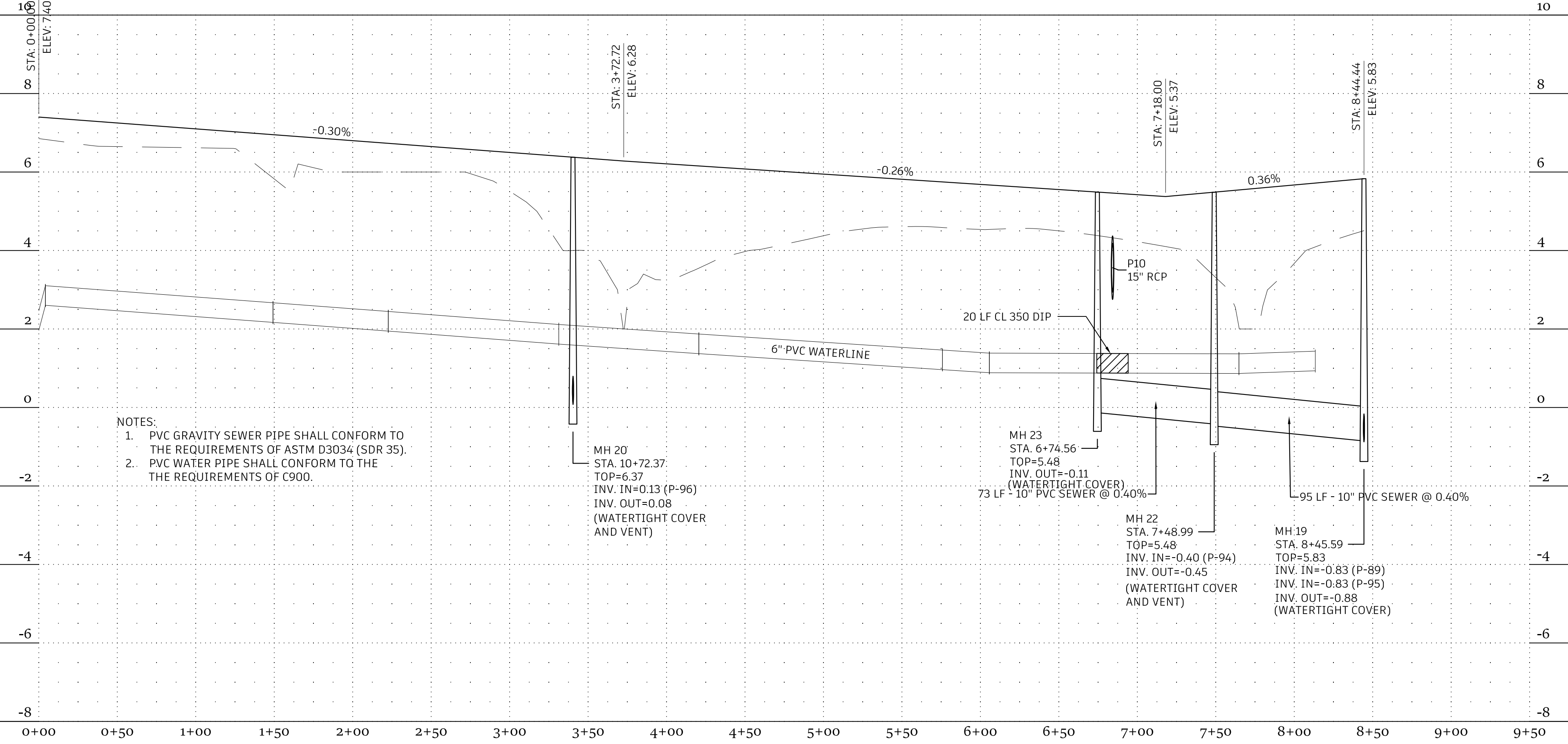
PRELIMINARY DRAWINGS - DO NOT USE FOR CONSTRUCTION

PROJECT NO.: PM3067-001
 DRAWING NO.: 009



LEGEND

	MANHOLE
	FIRE HYDRANT
	VALVE
	STREET LIGHT
	MANHOLE VENT
	SEWER SERVICE
	WATER SERVICE



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PLAN & PROFILE - BOBBI WEST COURT

SALT WYND PRESERVE

PHASE ONE

BEAUFORT CARTERET COUNTY NORTH CAROLINA

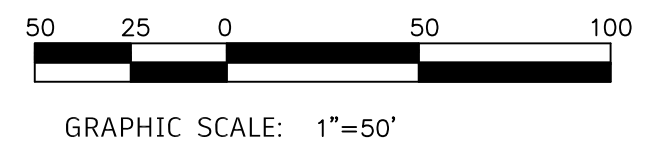
OWNER: BEAUFORT AGRIHOOD DEVELOPMENT, LLC
 ADDRESS: 176 MINE LAKE CT SUITE 100 RALEIGH, NC 27615
 PHONE: 207-449-8801

DESIGNED: LES DATE: 2/09/22
 DRAWN: LHJ/DET SCALE: H= 1"=50' V= 1"=2'
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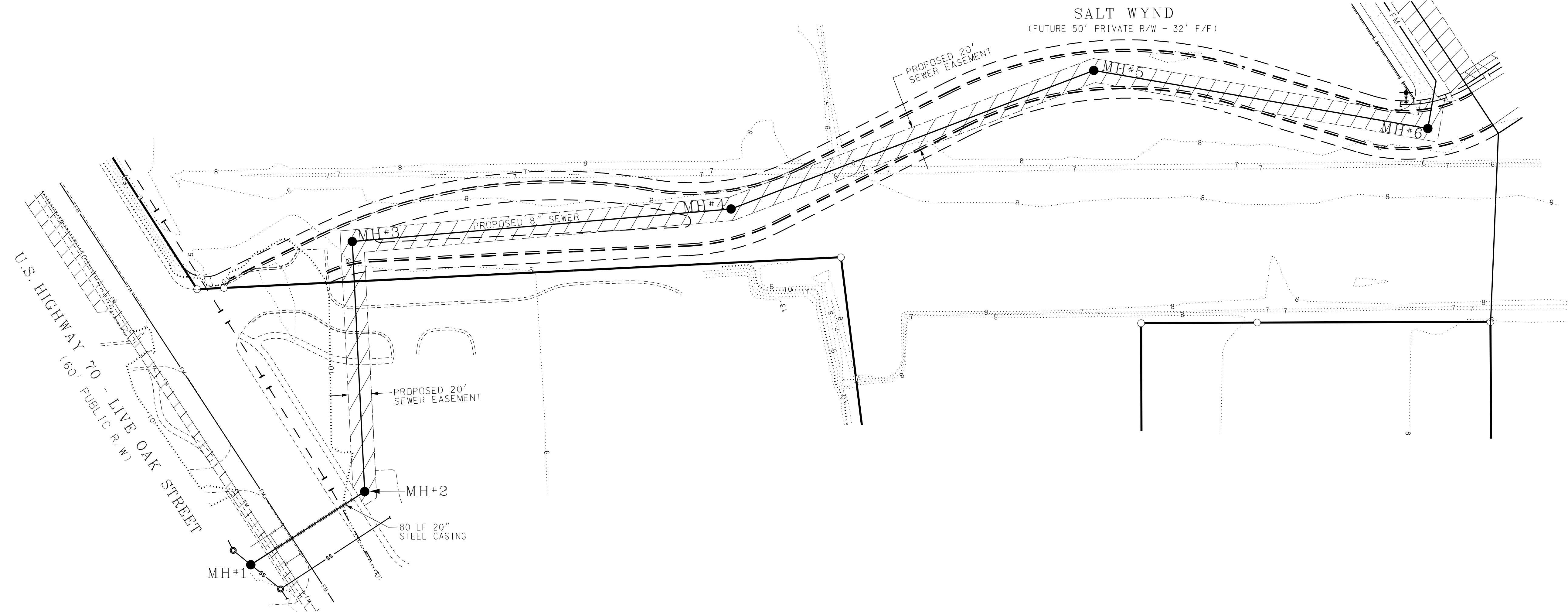
STROUD ENGINEERING, P.A.
 107-B COMMERCE STREET GREENVILLE, NC 27858 (252) 756-9352 LICENSE NO. C-0647

REVISIONS

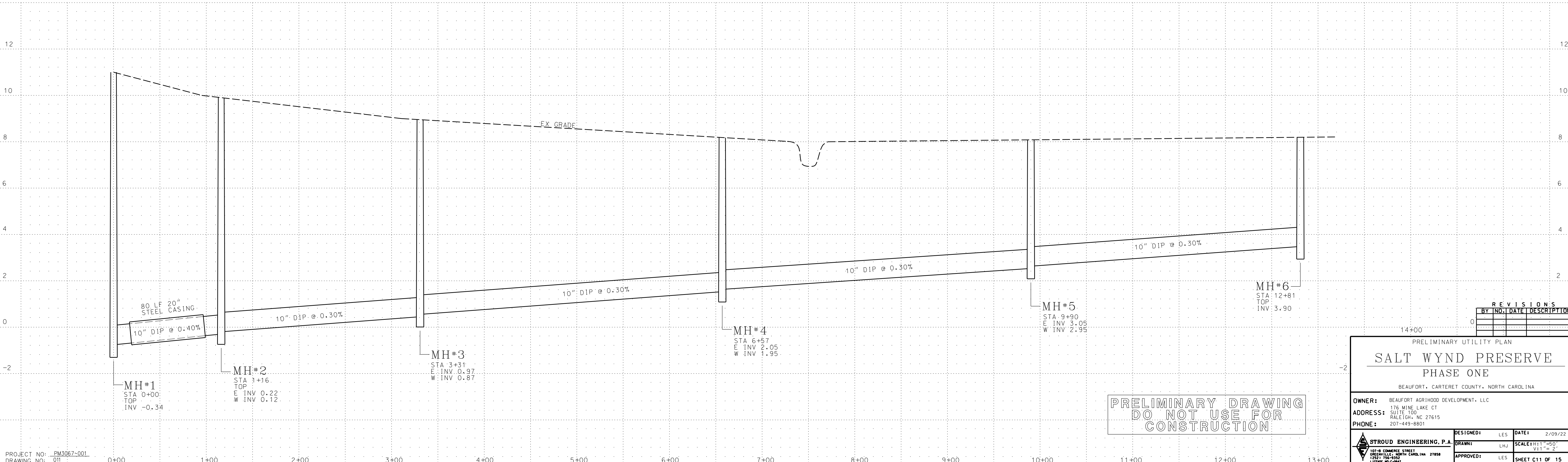
BY	NO.	DATE	DESCRIPTION



PROJECT NO.: PM3067-001
 DRAWING NO.: 010



GRAVITY SEWER OUTFALL



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 NC ONE CALL
 (TOLL FREE)

 (OR 1-800-632-4949)
 IT'S THE LAW!

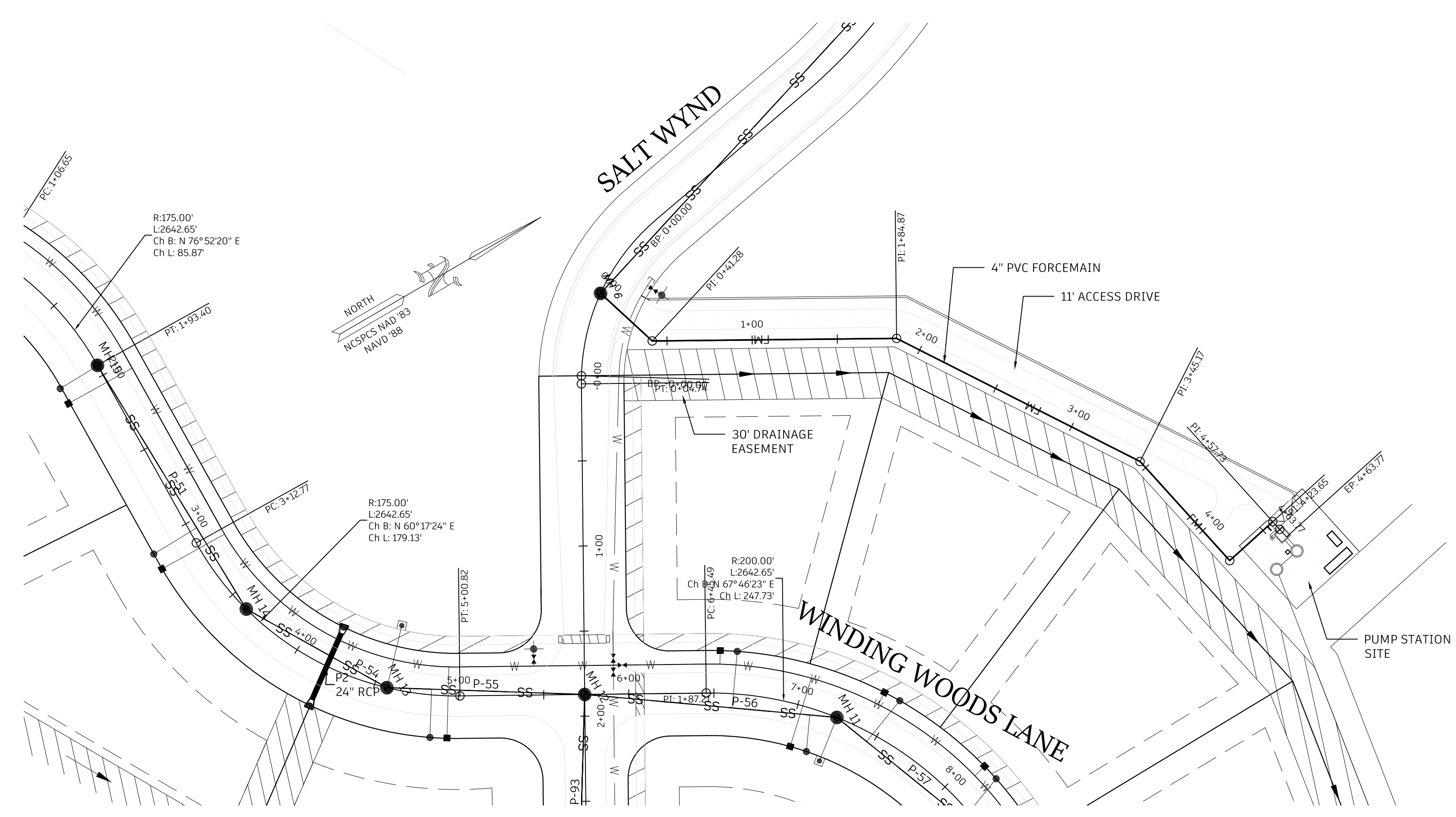
REVISIONS		
NO.	DATE	DESCRIPTION
0		

PRELIMINARY UTILITY PLAN
SALT WYND PRESERVE
 PHASE ONE
 BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

OWNER: BEAUFORT AGRICULTURE DEVELOPMENT, LLC
 ADDRESS: 176 MINE LAKE CT, SUITE 100, RALEIGH, NC 27615
 PHONE: 201-443-8801

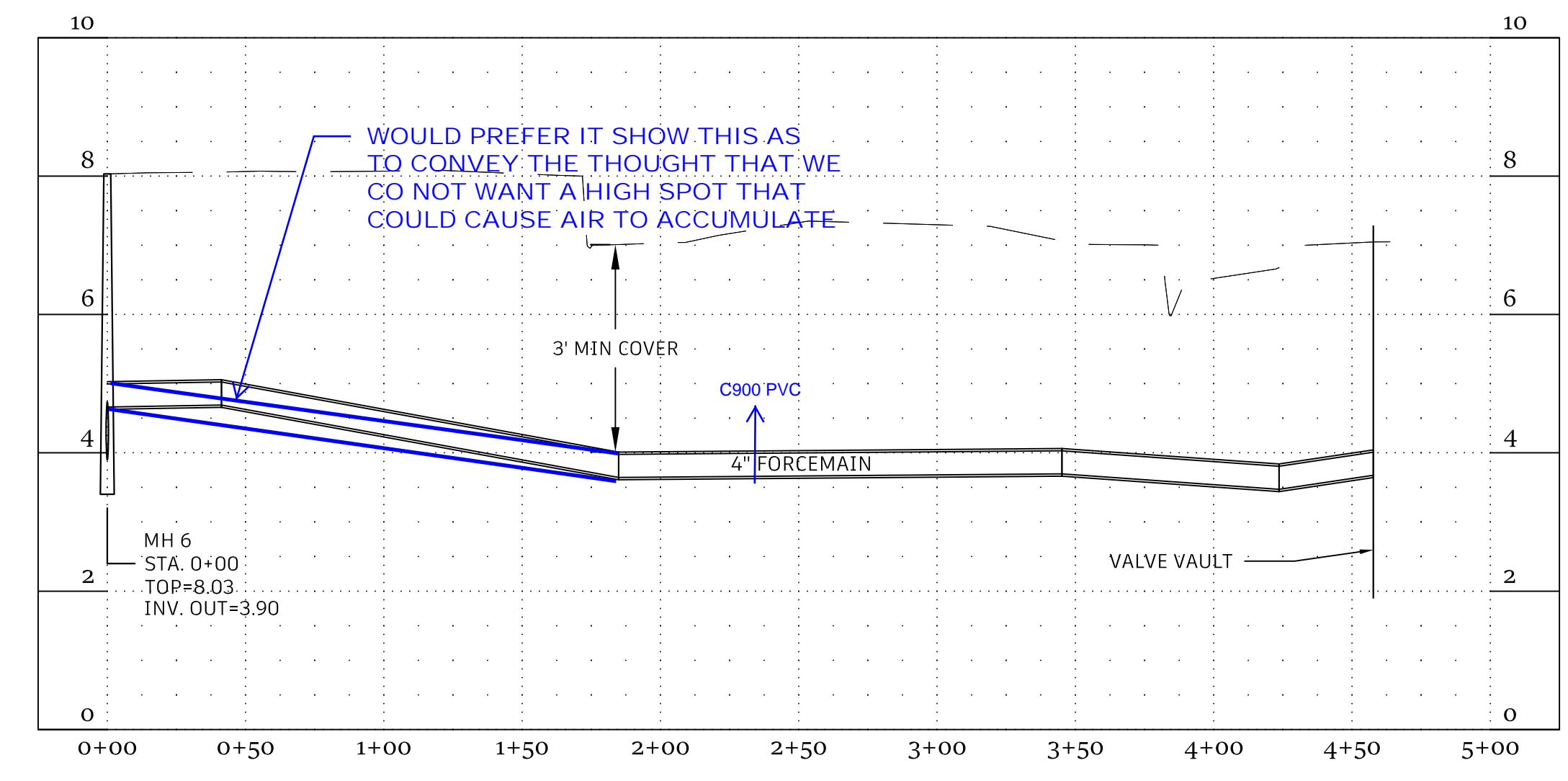
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 APPROVED: LES SHEET C11 OF 15

PRELIMINARY DRAWING
 DO NOT USE FOR
 CONSTRUCTION

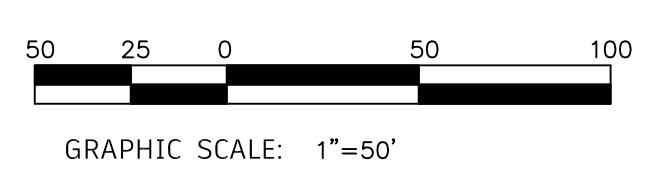


LEGEND

⊙	MANHOLE
⊕	FIRE HYDRANT
⊕	VALVE
⊕	STREET LIGHT
⊕	MANHOLE VENT
—	SEWER SERVICE
—	WATER SERVICE



PRELIMINARY DRAWINGS - DO NOT USE FOR CONSTRUCTION



PROJECT NO.: PM3067-001
DRAWING NO.: 010



REVISIONS

BY	NO.	DATE	DESCRIPTION

PLAN & PROFILE - FORCEMAIN

SALT WYND PRESERVE

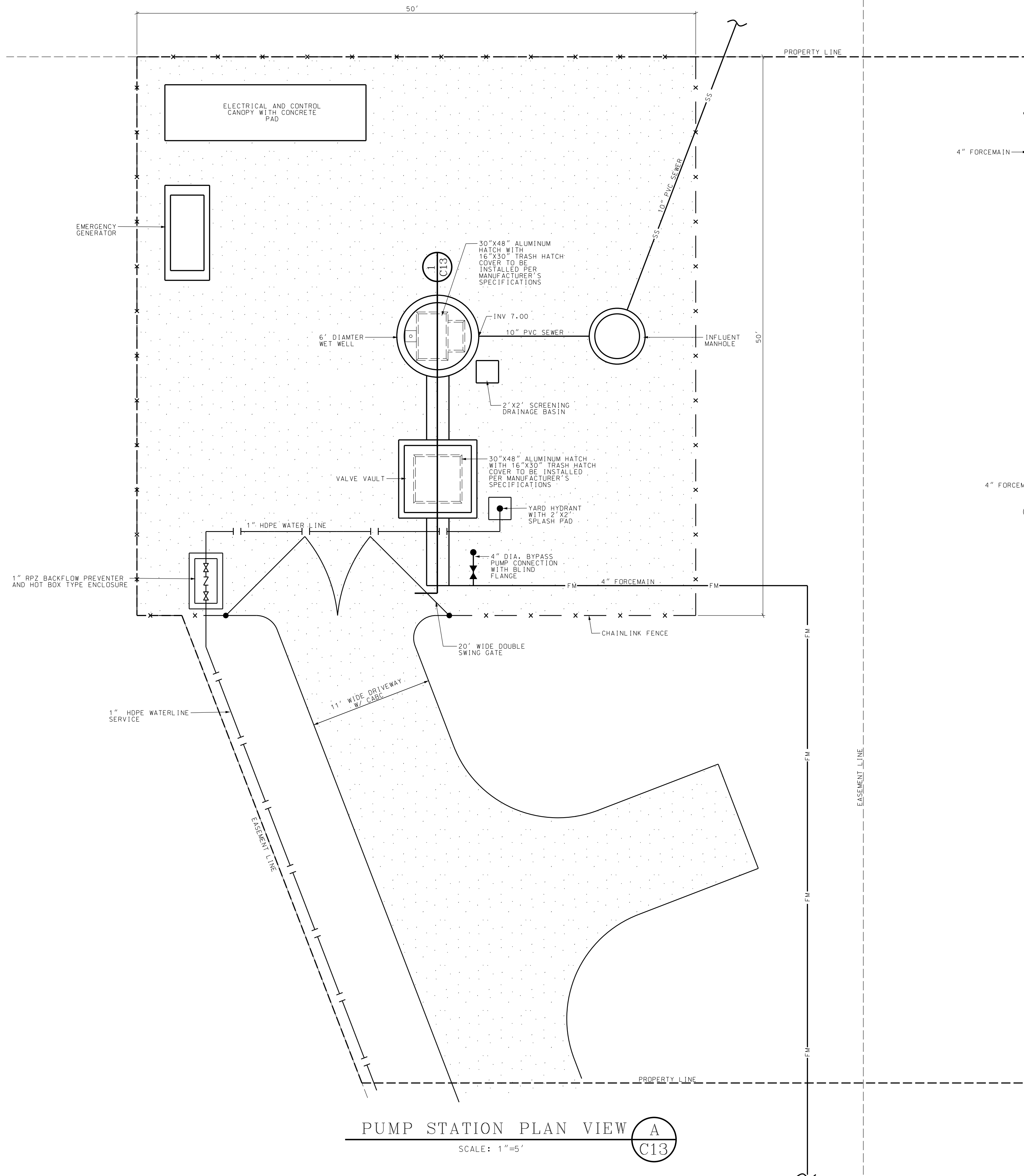
PHASE ONE

BEAUFORT CARTERET COUNTY NORTH CAROLINA

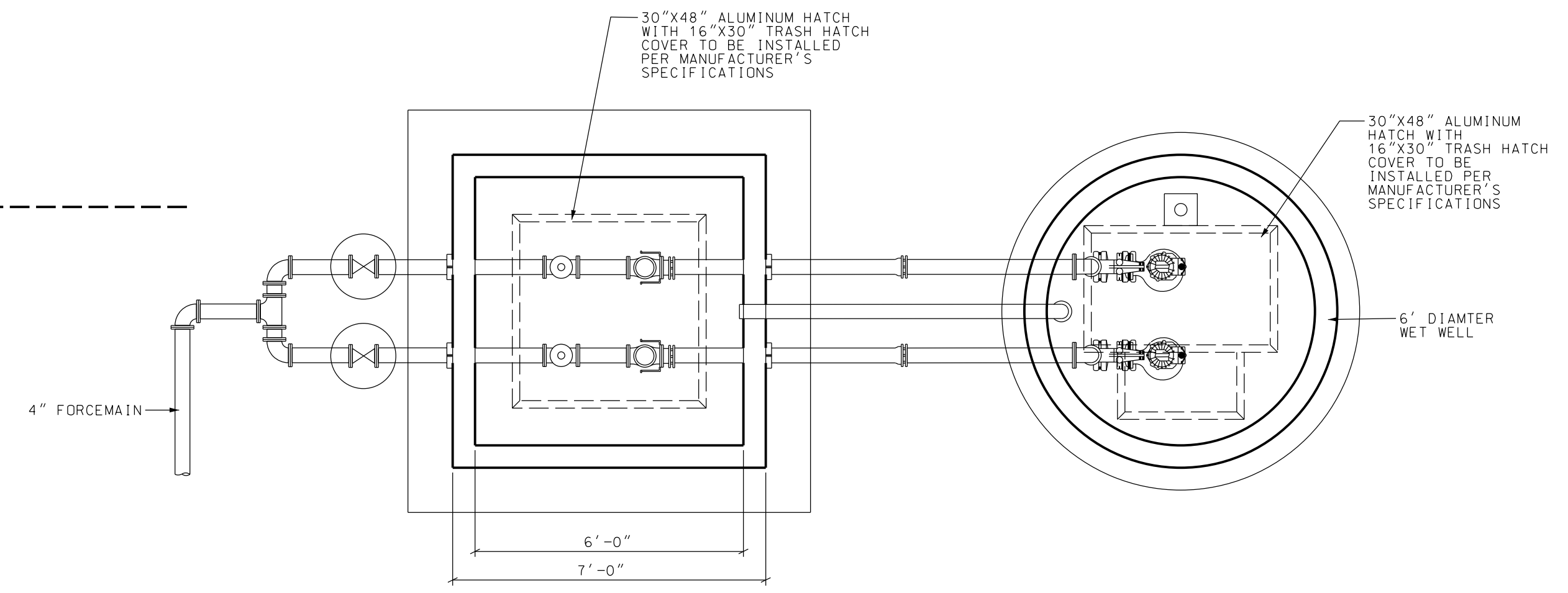
OWNER: BEAUFORT AGRIHOOD DEVELOPMENT, LLC
ADDRESS: 176 MINE LAKE CT, SUITE 100, RALEIGH, NC 27615
PHONE: 207-449-8801

DESIGNED: LES DATE: 2/09/22
DRAWN: LHJ/DET SCALE: H= 1"=50', V= 1"=2'
APPROVED: LES SHEET C12 OF 15

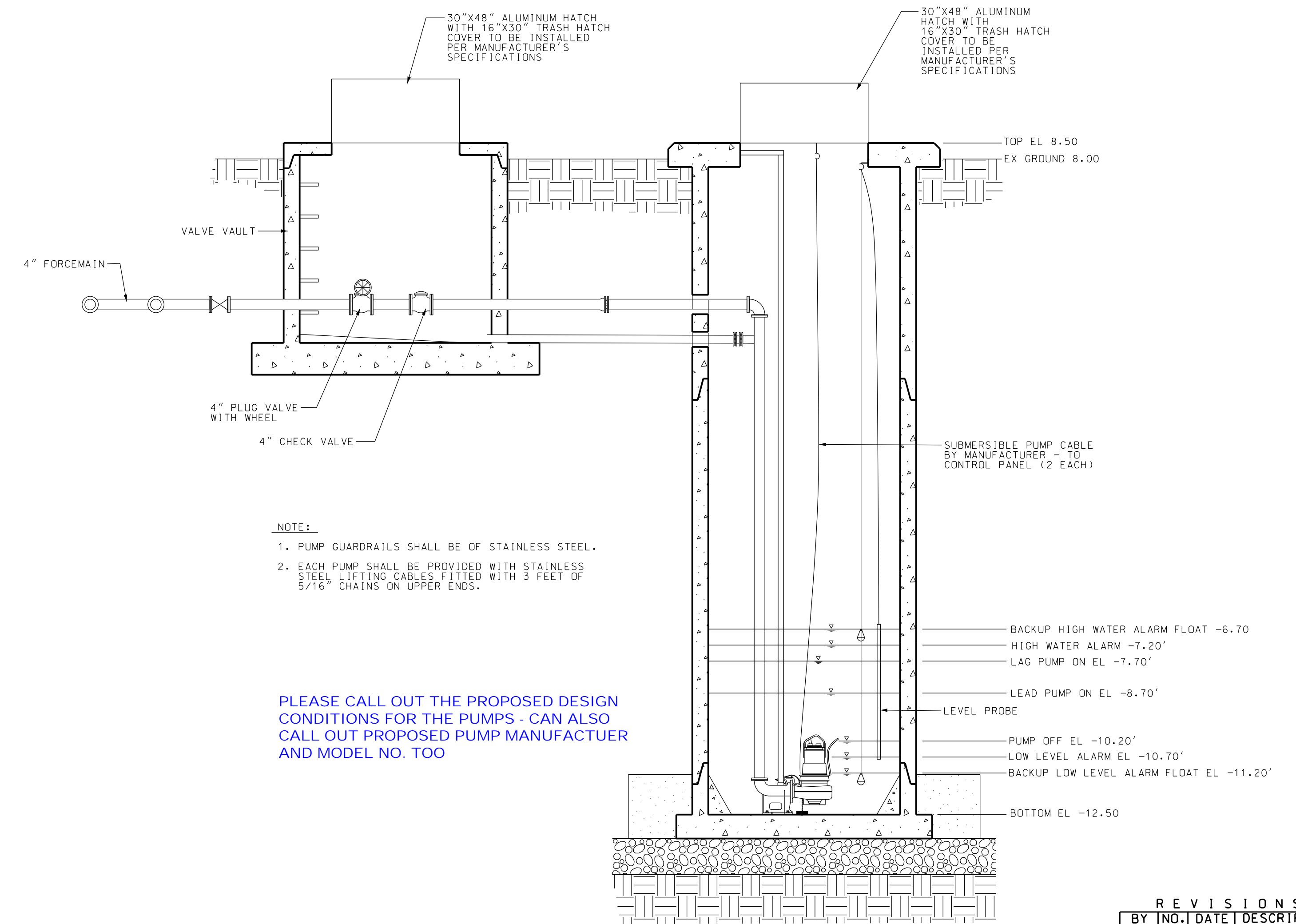
STROUD ENGINEERING, P.A.
107-B COMMERCE STREET
GREENVILLE, NC 27858
(252) 756-9352 LICENSE NO. E-06647



PUMP STATION PLAN VIEW A
SCALE: 1"=5'
C13



PUMP STATION PLAN VIEW B
SCALE: 3/8"=1'-0"
C13



NOTE:
1. PUMP GUARDRAILS SHALL BE OF STAINLESS STEEL.
2. EACH PUMP SHALL BE PROVIDED WITH STAINLESS STEEL LIFTING CABLES FITTED WITH 3 FEET OF 5/16" CHAINS ON UPPER ENDS.

PLEASE CALL OUT THE PROPOSED DESIGN CONDITIONS FOR THE PUMPS - CAN ALSO CALL OUT PROPOSED PUMP MANUFACTURER AND MODEL NO. TOO

PUMP STATION SECTION 1
SCALE: 3/8"=1'-0"
C13

REVISIONS		
BY	NO.	DATE DESCRIPTION

PUMP STATION SITE PLAN & DETAILS

SALT WYND PRESERVE

PHASE ONE

BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

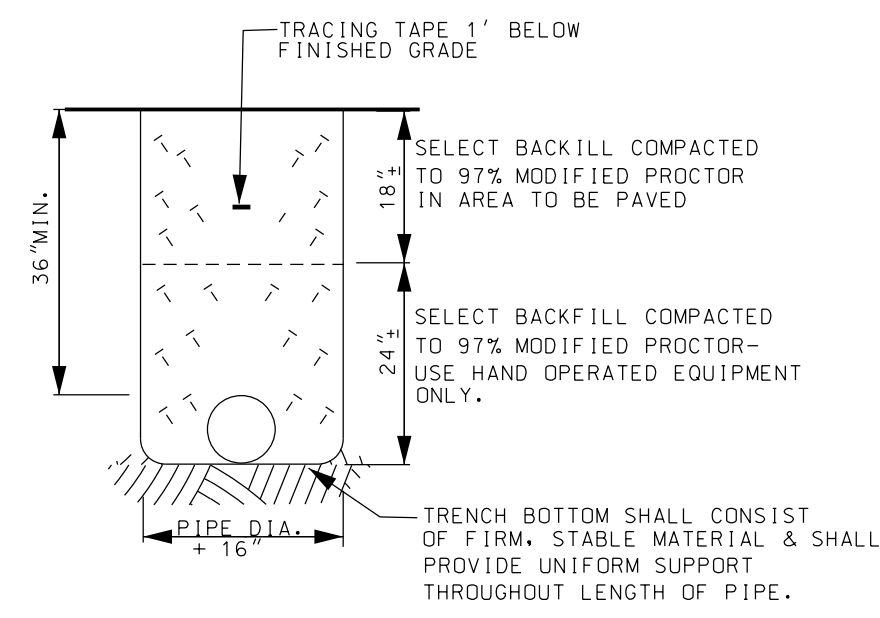
OWNER: BEAUFORT AGRIFOOD DEVELOPMENT, LLC
ADDRESS: 176 WINE LAKE CT SUITE 100 RALEIGH, NC 27615
PHONE: 207-449-8801

DESIGNED: LES **DATE:** 2/09/22
DRAWN: LHJ **SCALE:** AS SHOWN
APPROVED: LES **SHEET C13 OF 15**

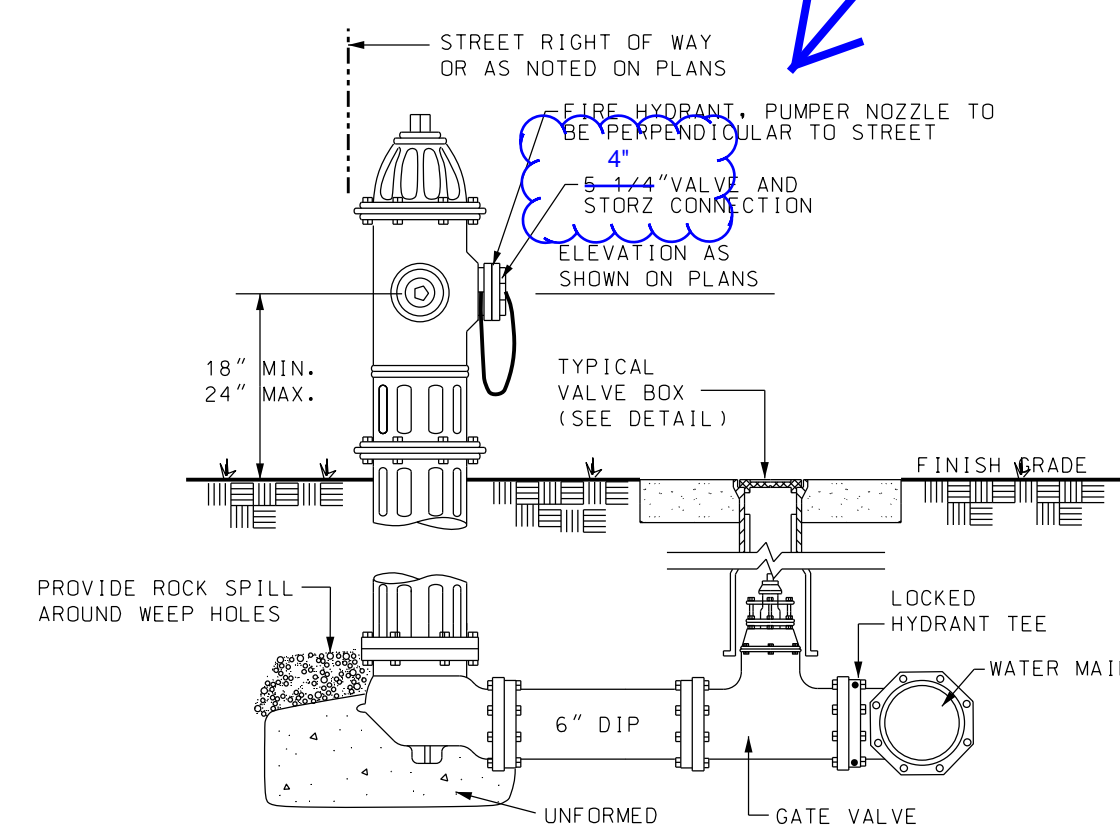
STROUD ENGINEERING, P.A.
 107-B COMMERCE STREET GREENVILLE, NORTH CAROLINA 27658
 (252) 756-9352 LICENSE NO. C-0647

PRELIMINARY DRAWING
DO NOT USE FOR
CONSTRUCTION

LINWOOD E. STROUD, P.E.



WATER PIPE TRENCH DETAIL 1
SCALE: NTS



NOTES:
1. SLOPE TOP OF CONCRETE TO PROVIDE DRAINAGE FROM HYDRANT DRAIN.
2. PIPE AND FITTINGS SHALL BE RESTRAINED WITH GRIP RINGS.

FIRE HYDRANT INSTALLATION DETAIL 2
SCALE: NTS

RESULTANT THRUST AT FITTING AT 150 PSI WATER PRESSURE

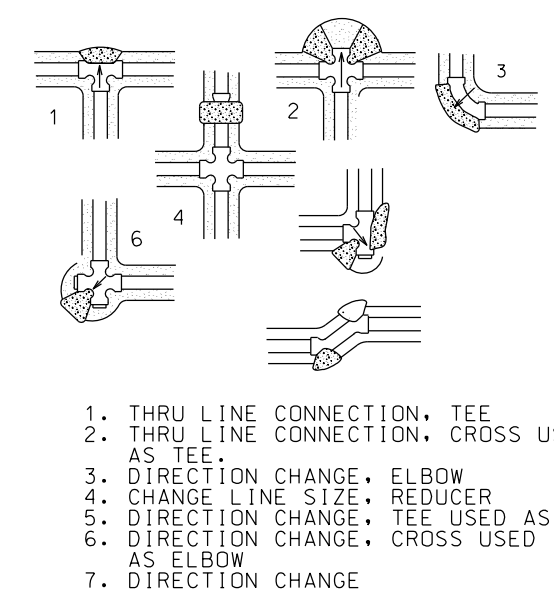
NOM. PIPE DIA.	DEAD END	90° BEND	45° BEND	22 1/2° BEND	11 1/4° BEND
4"	2,700	3,800	2,100	1,100	530
6"	5,600	8,000	4,300	2,200	1,100
8"	9,700	13,600	7,400	3,800	1,900
10"	14,500	20,500	11,100	5,700	2,900
12"	20,500	29,000	15,700	8,000	4,000
14"	27,600	39,000	21,100	11,000	5,400
16"	35,700	50,400	27,300	14,000	7,000
18"	44,800	63,400	34,400	17,500	8,800
20"	55,000	77,800	42,100	21,500	10,800
24"	78,500	111,000	60,000	31,600	15,400
30"	120,600	170,600	92,300	47,100	23,600
36"	172,800	244,400	132,300	67,500	33,900
42"	233,300	330,000	178,600	91,000	45,700
48"	304,000	430,000	232,100	118,600	59,600
54"	384,100	543,200	294,000	149,000	75,300

SOIL BEARING LOAD (LB/SQ.FT.)

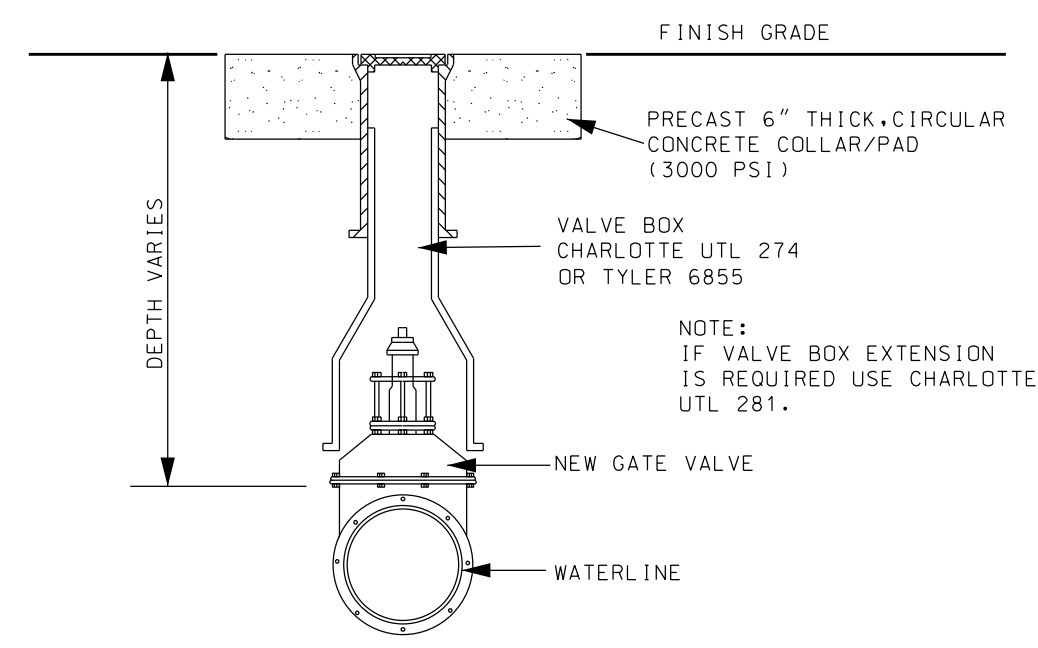
MUCK 0
SOFT CLAY 1,000
SILT 1,500
SANDY SILT 3,000
SAND 4,000
SANDY CLAY 6,000
HARD CLAY 9,000

TO DETERMINE THE SIZE OF A CONCRETE THRUST BLOCK, DIVIDE THE TOTAL FORCE BY THE BEARING VALUES OF THE SOIL. THE QUOTIENT WILL BE THE SIZE OF THE BEARING AREA OF THE THRUST BLOCK IN SQUARE FEET. APPROXIMATE VALUES FOR VARIOUS TYPES OF SOIL ARE LISTED IN TABLE.

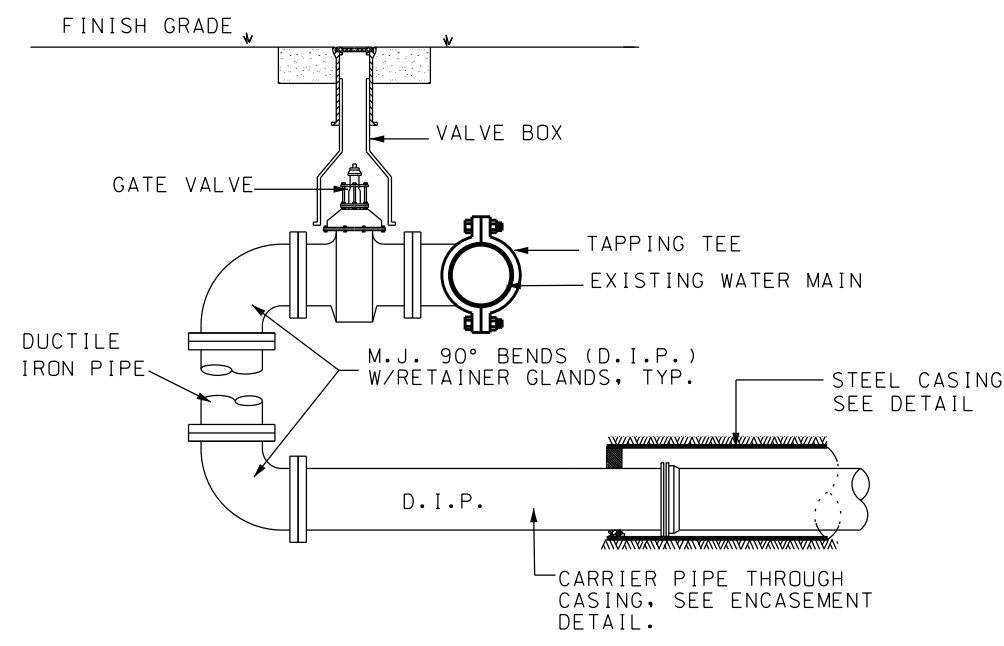
NO RESPONSIBILITY CAN BE ASSUMED FOR THE ACCURACY OF THE DATA IN THIS TABLE DUE TO THE WIDE VARIATION OF BEARING LOAD CAPABILITIES FOR EACH SOIL TYPE.



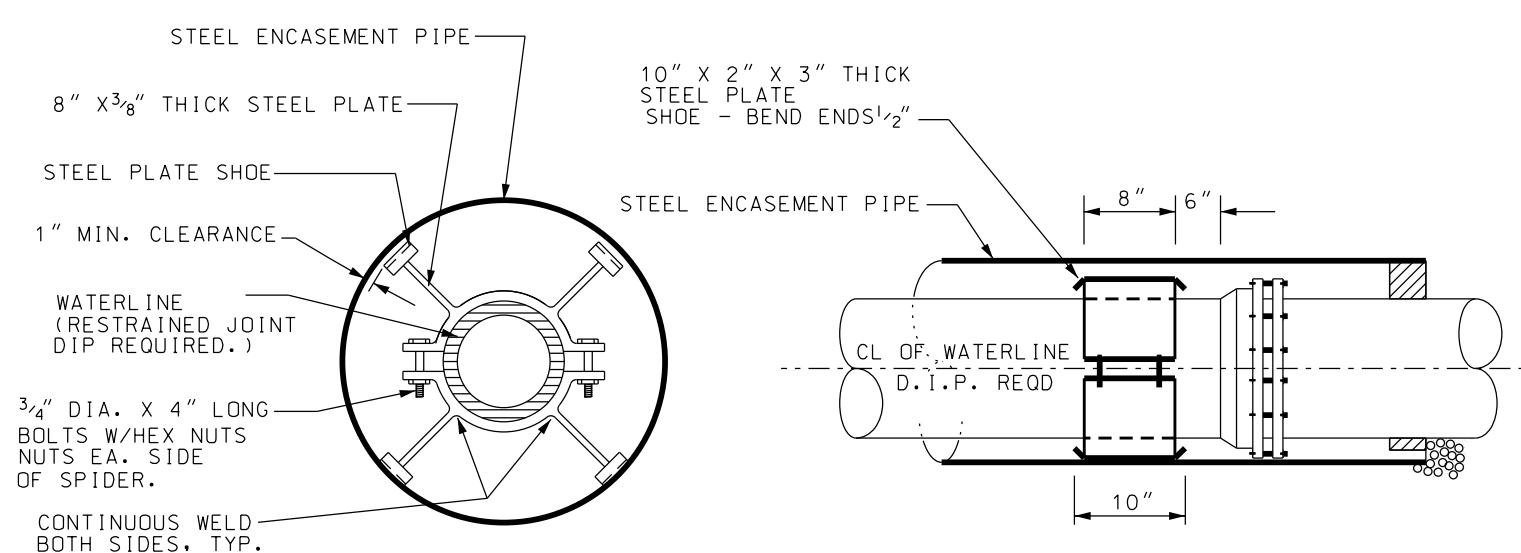
THRUST BLOCKING DETAIL 3
SCALE: NTS



GATE VALVE & BOX 4
SCALE: NTS

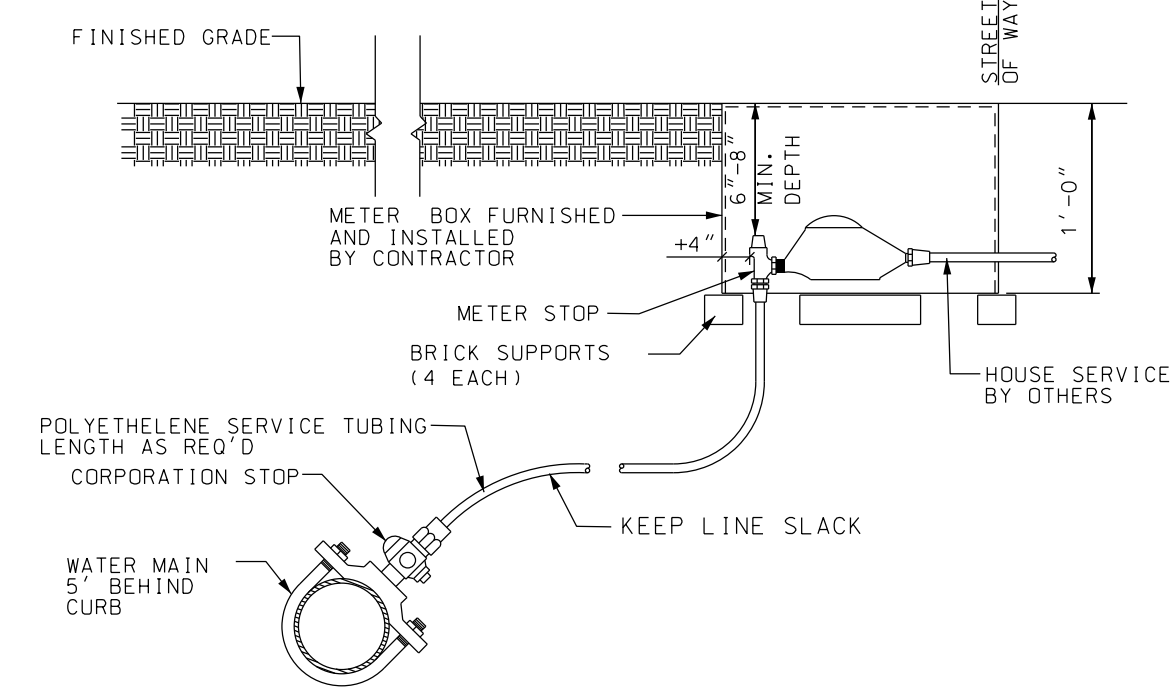


BACKSIDE TAP DETAIL 5
SCALE: NTS



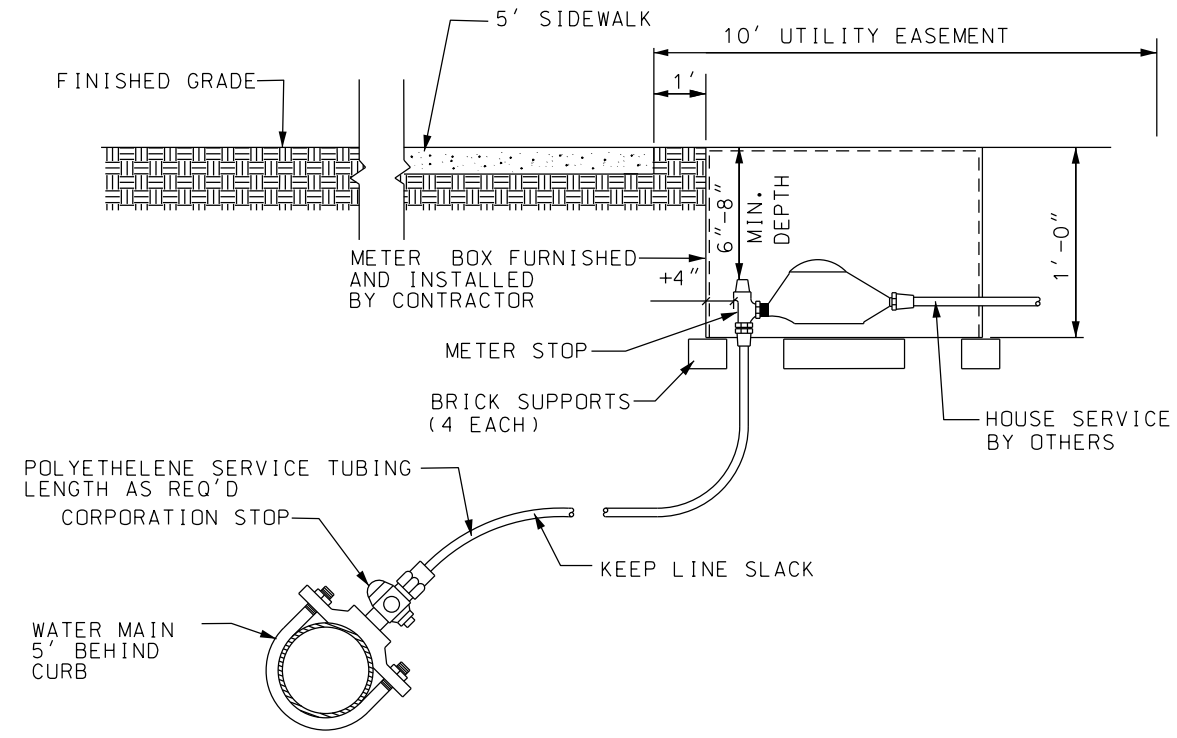
NOTE:
1. BACKSIDE TAPPING OF EXISTING MAIN SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION OF TAP.
2. THE CARRIER PIPE THROUGH THE CASING SHALL BE RESTRAINED JOINT DIP.

ENCASEMENT DETAIL 6
SCALE: NTS



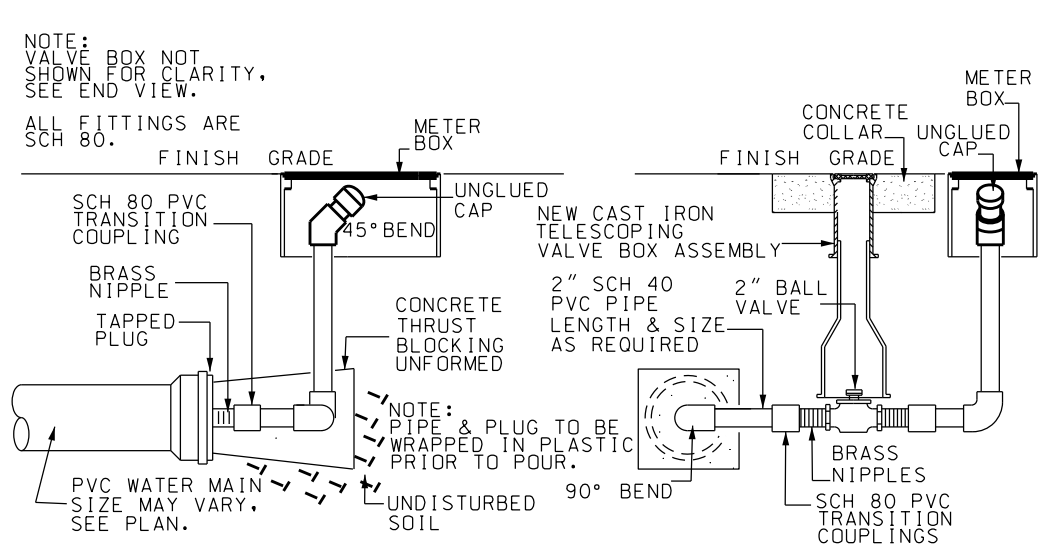
NOTES:
1. SERVICE SADDLES SHALL BE USED ON ALL WATER LINES 4" AND SMALLER IN DIAMETER.
2. SERVICE SADDLES SHALL ALSO BE USED ON 6" AND LARGER PVC WATER MAINS WHICH DO NOT MEET THE REQUIREMENTS OF AWWA C-900, CLASS 150.
3. MINIMUM COVER OVER SERVICE LINES SHALL BE 24"

TYPICAL 1" WATER SERVICE WITHOUT SIDEWALK 7
SCALE: NTS



NOTES:
1. SERVICE SADDLES SHALL BE USED ON ALL WATER LINES 4" AND SMALLER IN DIAMETER.
2. SERVICE SADDLES SHALL ALSO BE USED ON 6" AND LARGER PVC WATER MAINS WHICH DO NOT MEET THE REQUIREMENTS OF AWWA C-900, CLASS 150.
3. MINIMUM COVER OVER SERVICE LINES SHALL BE 24"

TYPICAL 1" WATER SERVICE WITH SIDEWALK 8
SCALE: NTS



2" BLOW OFF DETAIL 9
SCALE: NTS

REVISIONS

BY	NO.	DATE	DESCRIPTION

WATER DETAILS

SALT WYND PRESERVE
PHASE ONE

BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

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

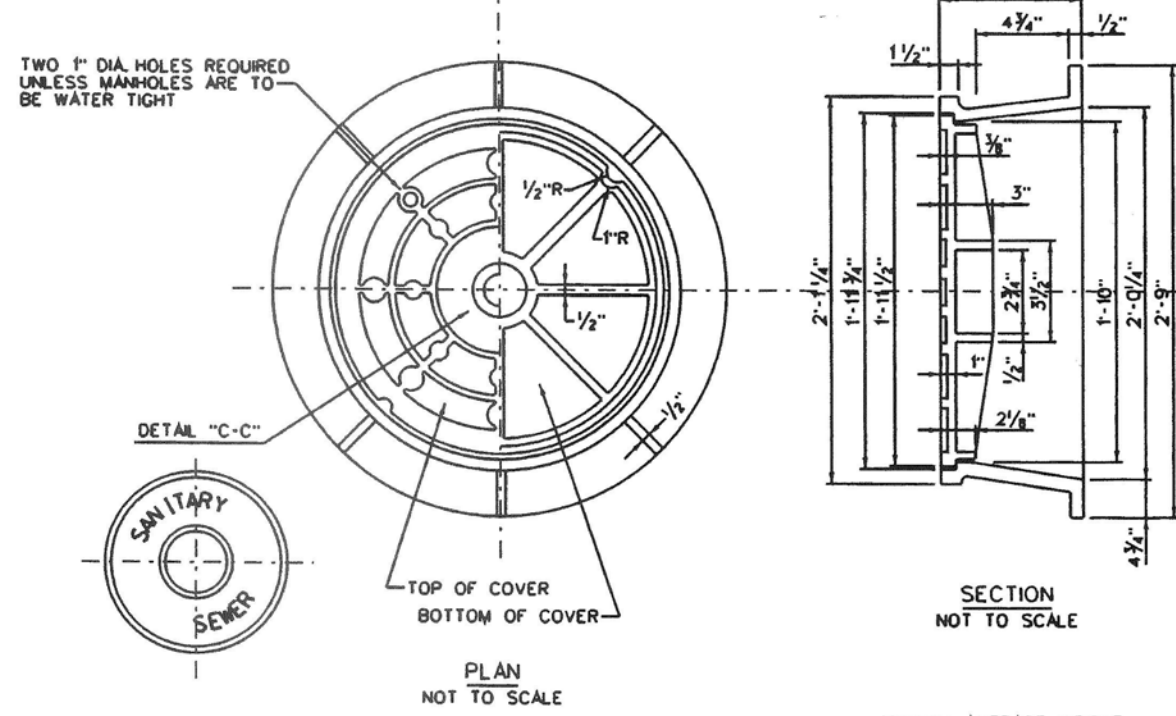
DESIGNED: LES DATE: 2/09/22
DRAWN: LHJ SCALE: NTS
APPROVED: LES SHEET C14 OF 15

STROUD ENGINEERING, P.A.
107-B COMMERCE STREET GREENVILLE, NORTH CAROLINA 27658
(252) 756-9352 LICENSE NO. C-0647

PRELIMINARY DRAWING
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CONSTRUCTION

LINWOOD E. STROUD, P.E.

1. SPECIFICATION
 CLASS 20 CAST IRON MEETING ASTM A-48
 WITH FULL BITUMINOUS COATING, OR
 DUCTILE IRON ASTM A-536, GRADE 60-45-12



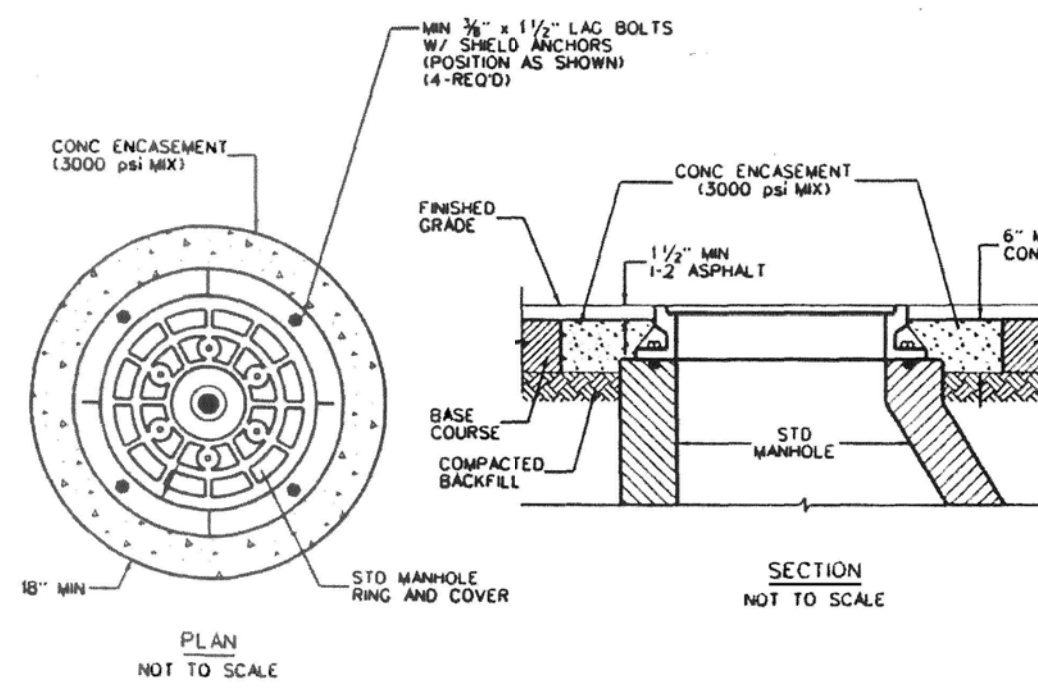
MINIMUM AVERAGE WEIGHT

RING	180 LBS.
COVER	120 LBS.
TOTAL	300 LBS.

MANHOLE RING & COVER

SCALE: NTS

1
C15

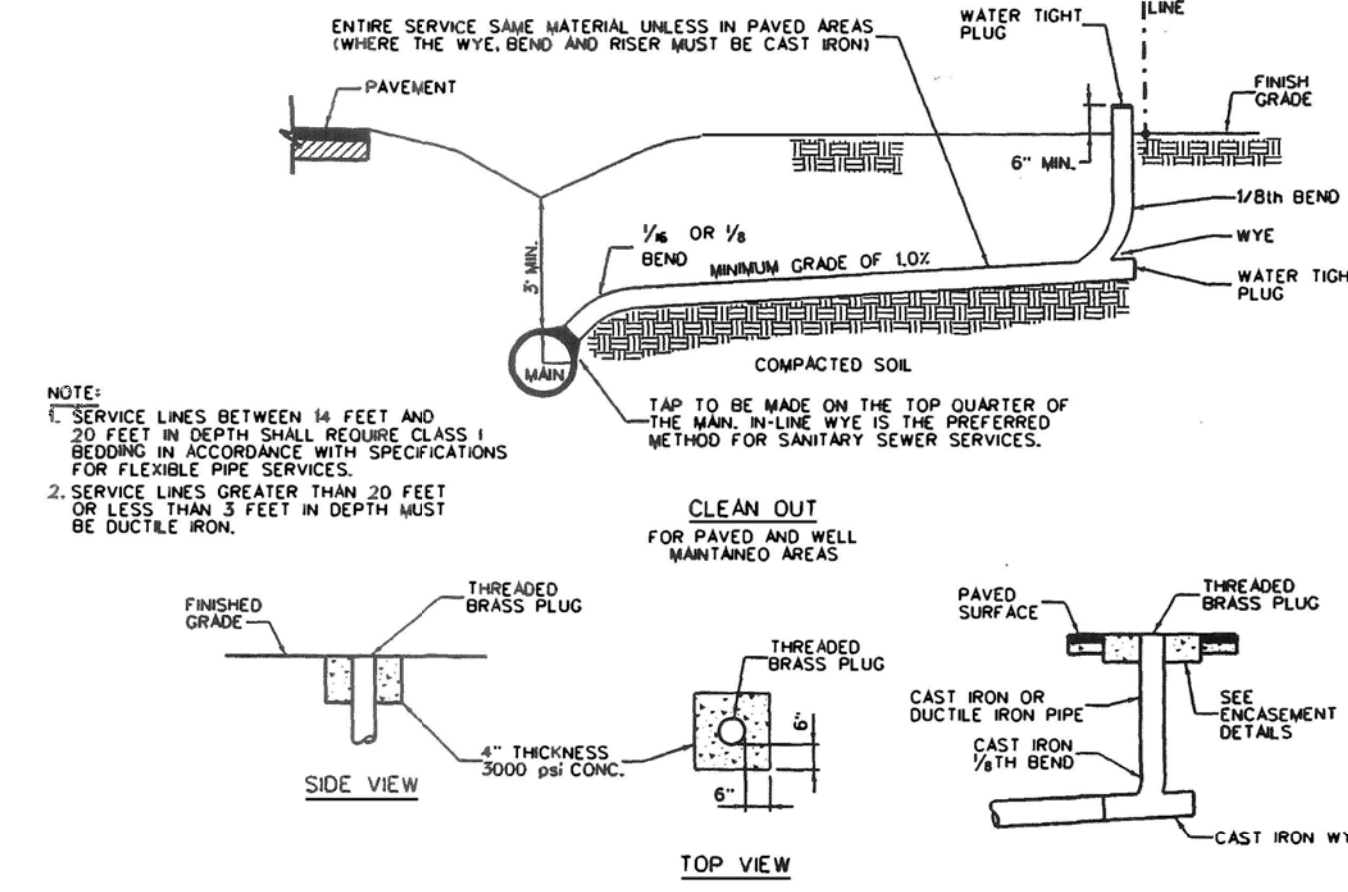


NOTE:
 MANHOLE RING TO BE BOLTED AS SHOWN
 W/ ROPE MASTIC SEAL BETWEEN FRAME
 AND SPACER.

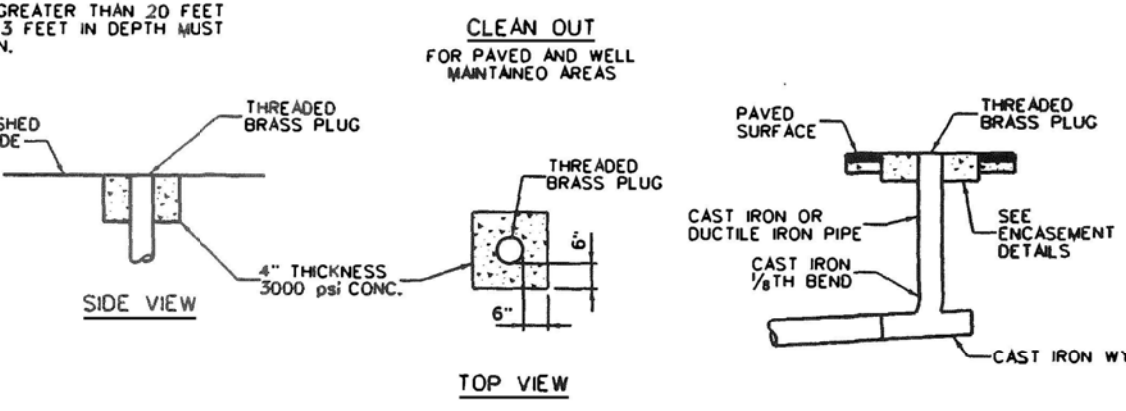
MANHOLE RING & COVER
 INSTALLATION IN PAVEMENT AREAS

SCALE: NTS

2
C15



NOTE:
 1. SERVICE LINES BETWEEN 14 FEET AND
 20 FEET IN DEPTH SHALL REQUIRE CLASS 1
 BEDDING IN ACCORDANCE WITH SPECIFICATIONS
 FOR FLEXIBLE PIPE SERVICES.
 2. SERVICE LINES GREATER THAN 20 FEET
 OR LESS THAN 5 FEET IN DEPTH MUST
 BE DUCTILE IRON.

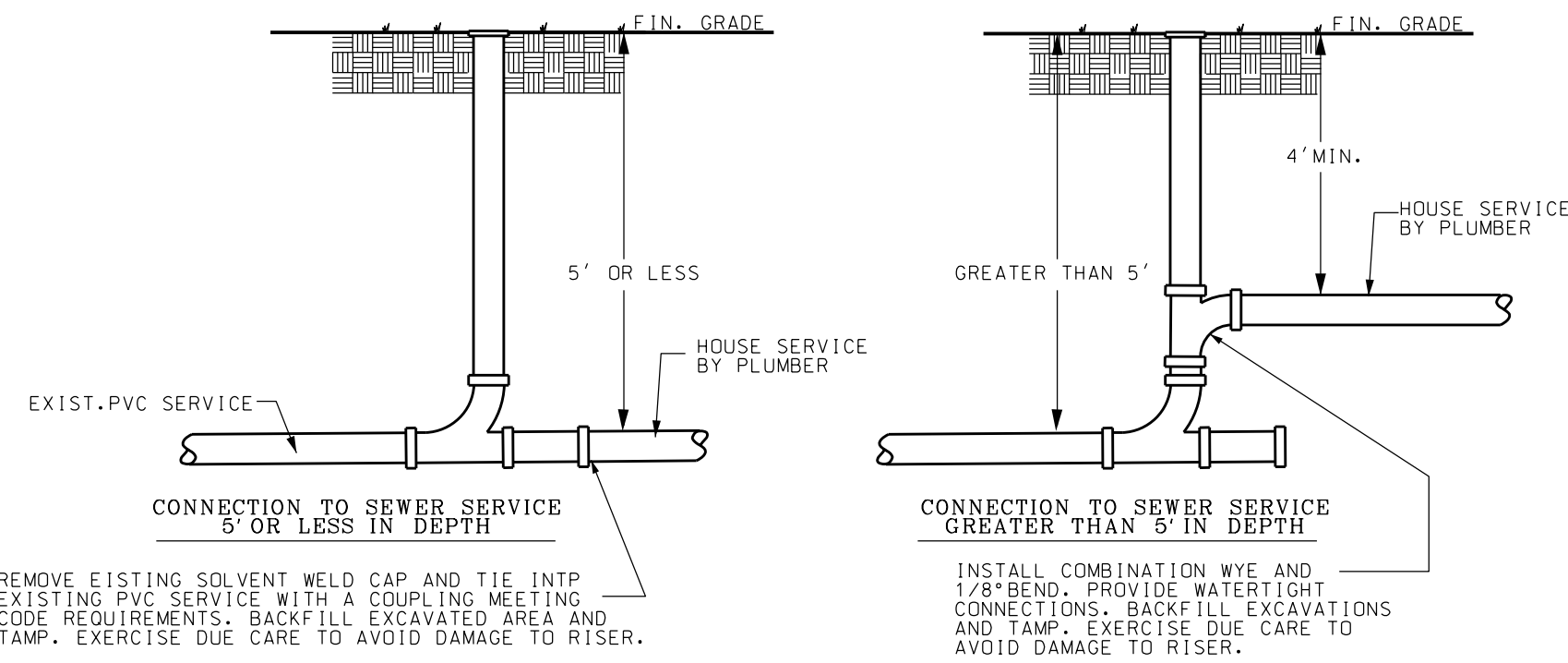


SANITARY SEWER TAP & SERVICE

SCALE: NTS

3
C15

NOTE:
 ALL PIPING AND FITTINGS SHALL BE SCH.40
 PVC-DWV SEWER SERVICE PIPE (ASTM D-2665, D-1765)

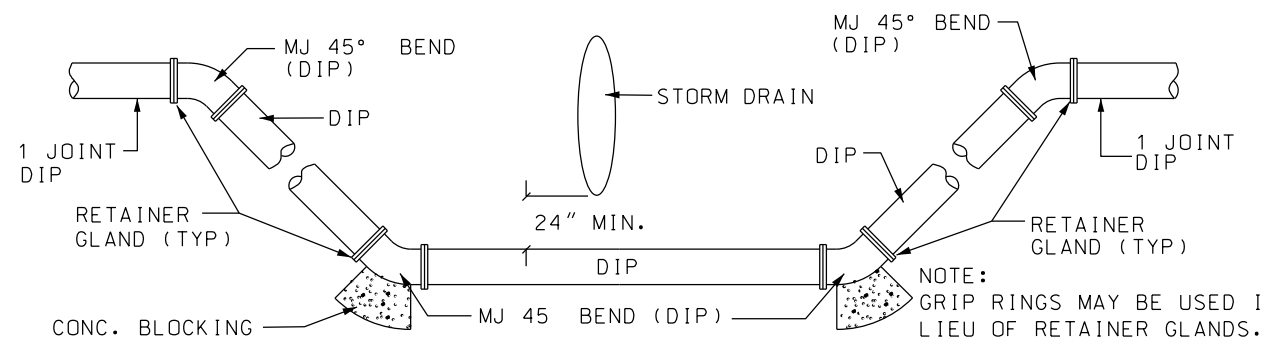


SEWER SERVICE CONNECTION DETAIL

SCALE: NTS

5
C15

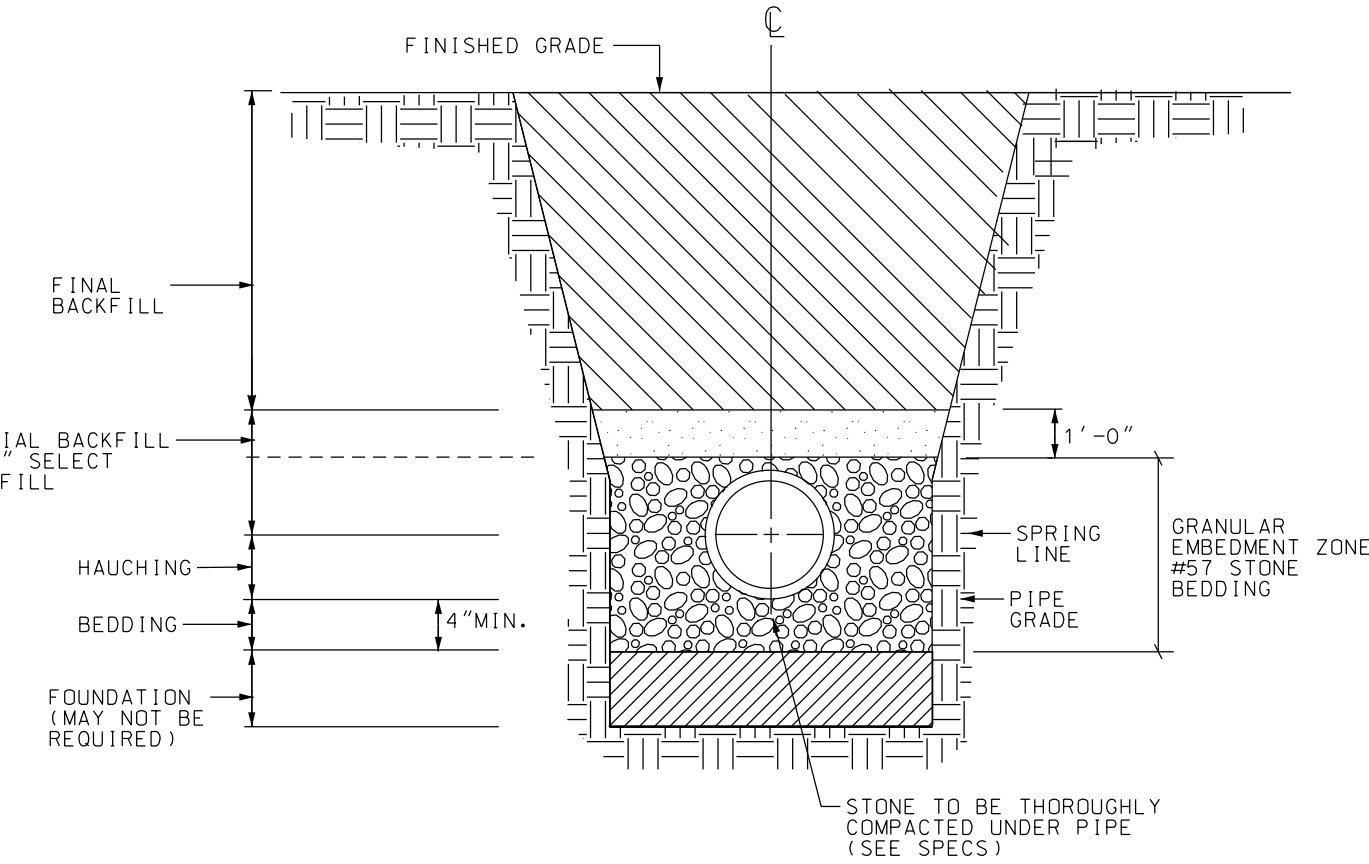
- NOTES:
1. PLACE CONC. BLOCKING SUCH THAT IT WILL NOT INTERFERE WITH REMOVAL OF BOLTS.
 2. PIPE DIAMETER GREATER THAN 12" SEE T.O.W. ENGINEERING DEPT.
 3. PIPE LENGTHS SHALL BE AS REQUIRED TO CONSTRUCT CROSSING. ALL INTERNAL JOINTS TO BE RESTRIINED.



STORM DRAIN & SEWER CROSSING DETAIL

SCALE: NTS

6
C15



SEWER TRENCH DETAIL

SCALE: NTS

TYPICAL MANHOLE DETAIL

SCALE: NTS

4
C15

- WHEN INSTALLED IN PAVEMENT MANHOLE TOP SHALL BE FLUSH WITH THE FINISHED PAVEMENT.
- THE DISTANCE FROM THE TOP OF MANHOLE RING AND COVER AND FINISHED GRADE MAY VARY WIDELY. SEE PLAN.
- EXTEND PIPE INSIDE MANHOLE WALL MAX 2" AT CLOSEST POINT.
- MIN. (1) GRADE RING REQ'D IN NON-PAVED AREAS. IN PAVEMENT, GRADE RING NOT REQ'D EXCEPT AS NECESSARY TO MEET FINISHED ELEVATION.
- NO MORE THAN 2-4" GRADE RINGS SHALL BE INSTALLED.

PIPE SIZE	"0"
LESS THAN 20"	4"
20" OR GREATER	5"
30" OR GREATER	6"

PROJECT NO.: PM3067-001
 DRAWING NO.: 015

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LINWOOD E. STROUD, P.E.

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(OR 1-800-632-4949)
 11"5 THE LAW

REVISIONS			
BY	NO.	DATE	DESCRIPTION

SEWER DETAILS

SALT WYND PRESERVE
 PHASE ONE

BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

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

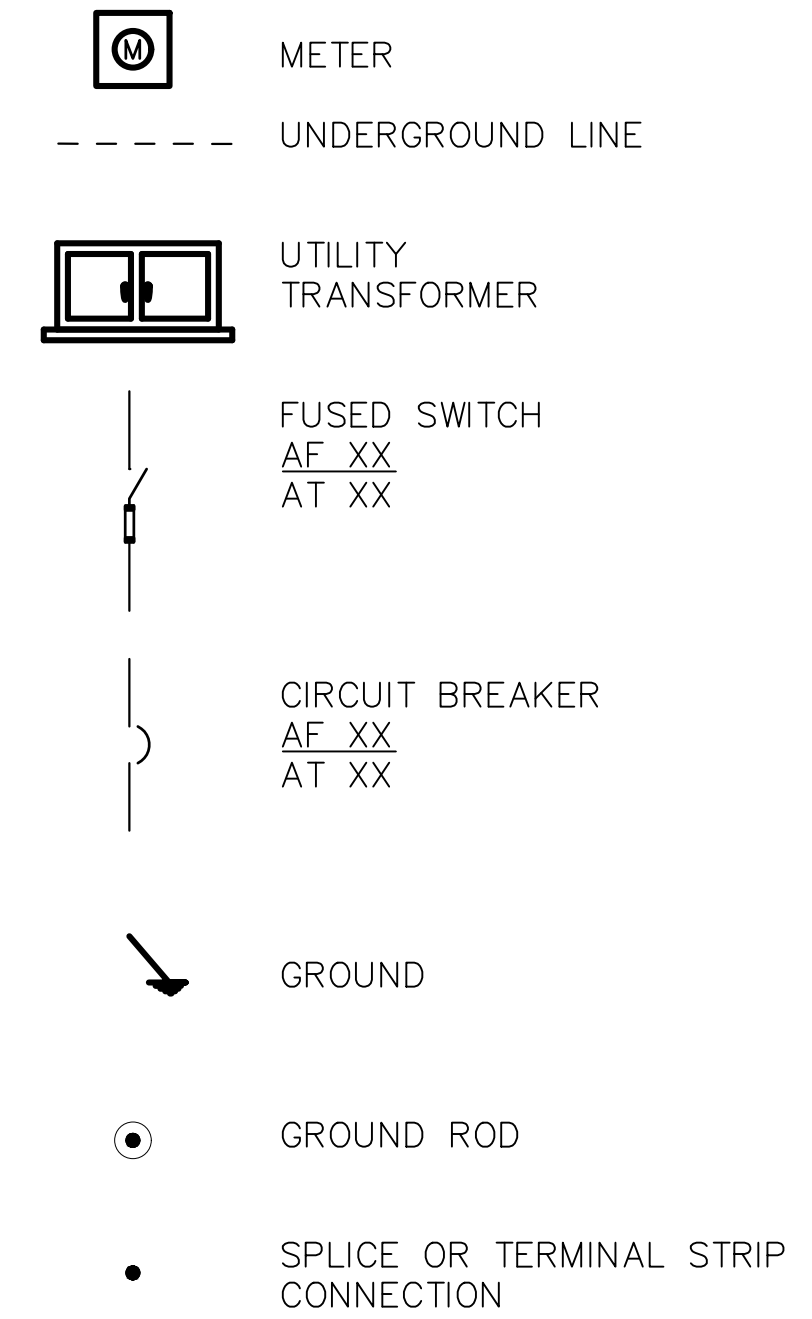
DESIGNED: LES DATE: 1/28/22
 DRAWN: LHJ SCALE: NTS
 APPROVED: LES SHEET C15 OF 15

STROUD ENGINEERING, P.A.
 107-B COMMERCE STREET
 GREENVILLE, NORTH CAROLINA 27638
 (252) 756-9352
 LICENSE NO. C-0647

ELECTRICAL ONE-LINE DIAGRAM PLAN NOTES:

1. TRANSFORMER AND TRANSFORMER-MOUNTED METER PROVIDED BY POWER COMPANY. TRANSFORMER PAD FURNISHED BY POWER COMPANY, E.C. AND POWER COMPANY TO COORDINATE PAD LOCATION IF WITHIN FENCED AREA. E.C. SHALL PROVIDE PRIMARY AND SECONDARY CONDUIT WITHIN FENCED AREA. E.C. SHALL COORDINATE SECONDARY CONDUIT LOCATION WITH POWER COMPANY. E.C. SHALL PROVIDE SECONDARY CONDUCTORS AND 2-HOLE LUGS AS REQUIRED BY POWER COMPANY.
2. PROVIDE TAPS IN WIREWAY WITH LISTED COMPONENTS AS APPROVED BY AHJ.
3. SEE PANEL SCHEDULE FOR ADDITIONAL BRANCH CIRCUIT CONNECTIONS TO THIS PANEL.
4. SCADA RTU PROVIDED AND INSTALLED BY SCADA INTEGRATOR.
5. PROVIDE LISTED CONDUIT SEAL FOR ALL CONDUITS GOING TO WET WELL.
6. SEE SITE PLAN AND DETAILS FOR ADDITIONAL BRANCH CIRCUIT CONNECTIONS FROM THIS PANEL.

SYMBOL LEGEND:



ID	FEEDER AMPS	CONDUIT AND FEEDER
20	20	3/4"C,1#12,#12N,#12G
60/2	60	3/4"C,2#4,#4N,#10G
100/2	100	1-1/4"C,2#1,#1N,#8G
100/2	100	1-1/4"C,2#1,#1N
PUMP		EC TO PROVIDE 3" CONDUIT AND INSTALLATION OF POWER CABLE TO PUMPS. POWER CABLE PROVIDED WITH PUMP.

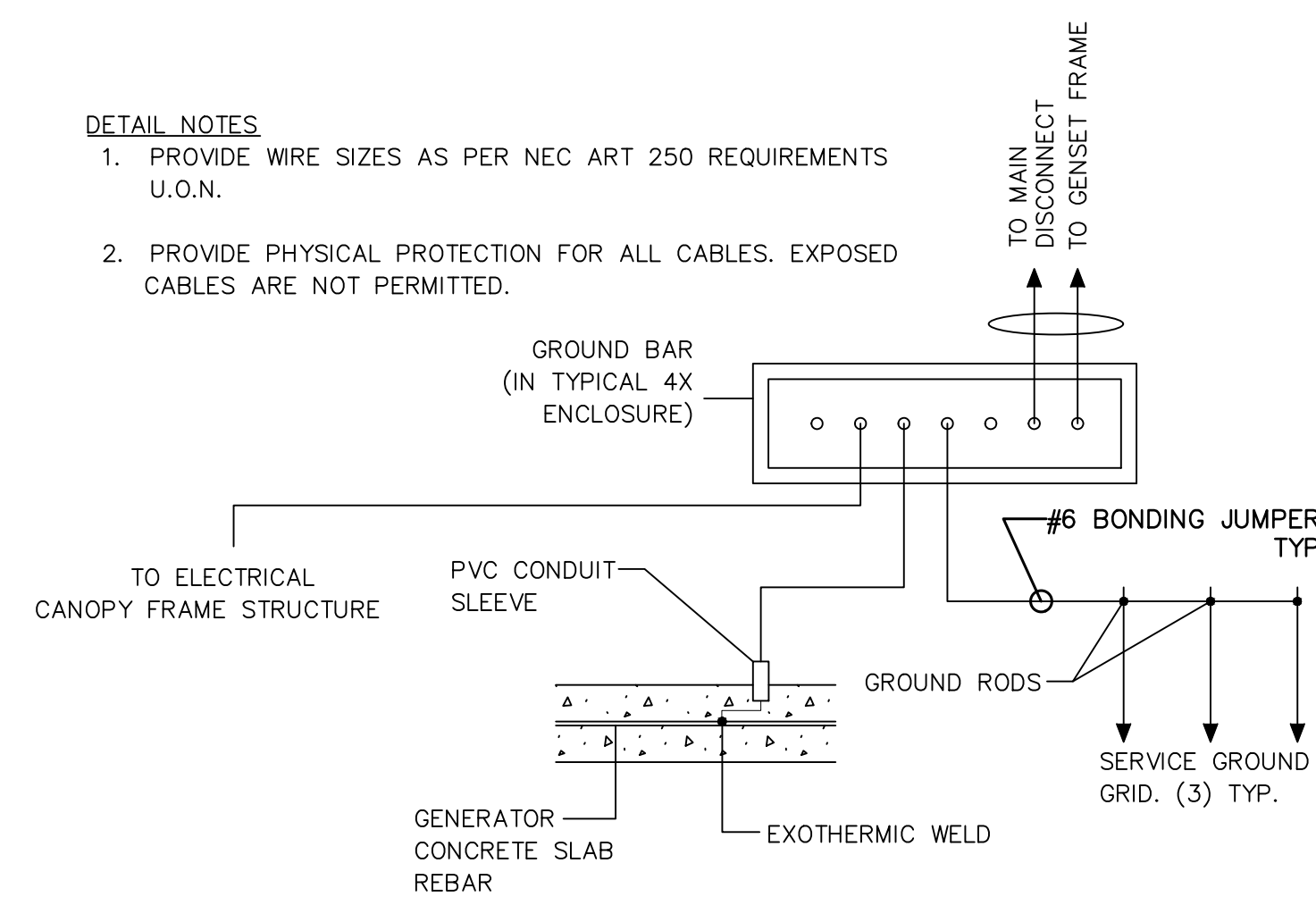
SIZING METHOD: COPPER, 60°C #12 THROUGH #1, 75°C 1/0 AND ABOVE

ABBREVIATIONS:

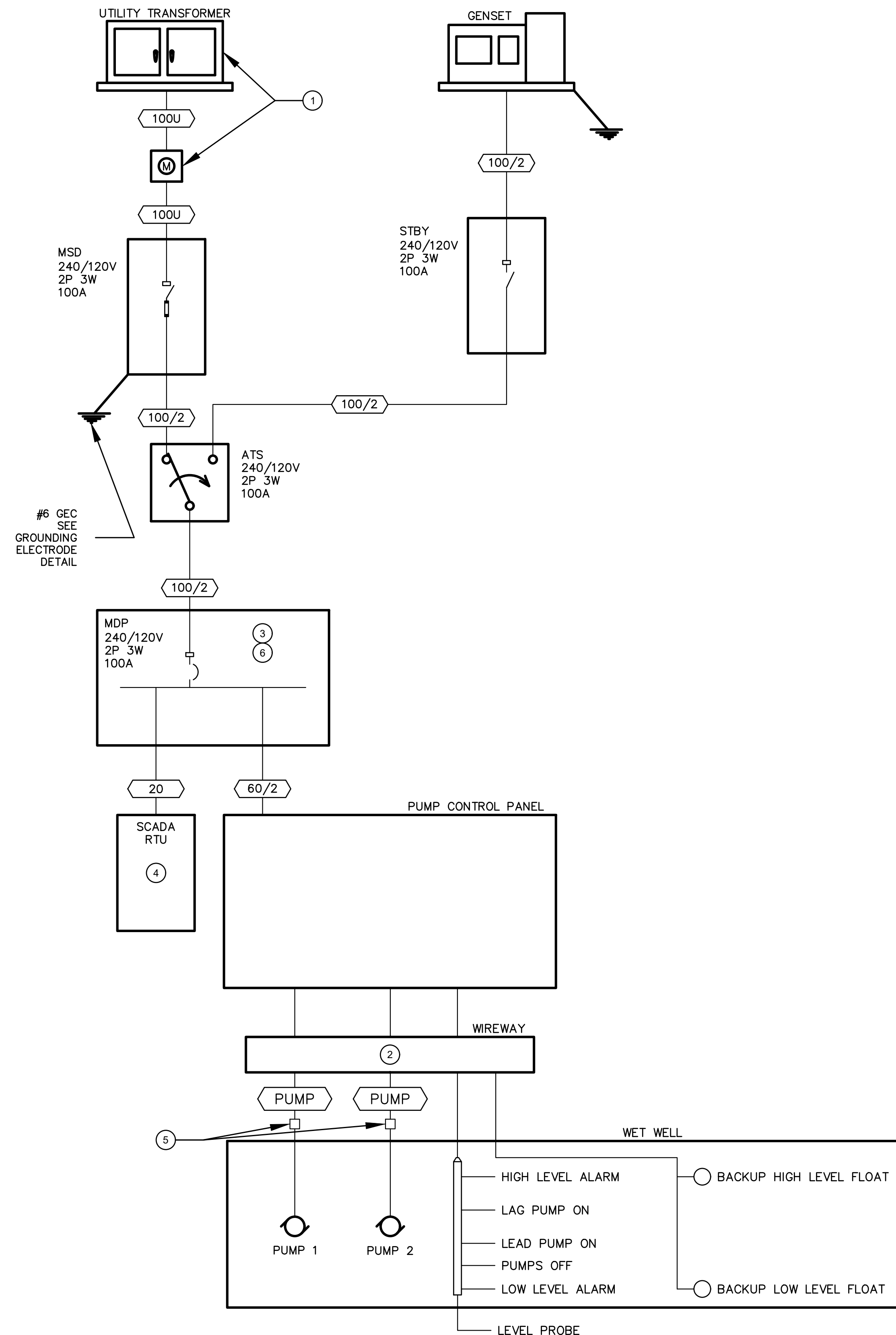
AIC	AMPS INTERRUPTING CAPACITY	NTS	NOT TO SCALE
AF	AMP FUSE	PB	PULL BOX
AFF	ABOVE FINISHED FLOOR	SE	SERVICE ENTRANCE
AFG	ABOVE FINISHED GRADE	T	TRANSFORMER
AT	AMP TRIP	TYP	TYPICAL
AWG	AMERICAN WIRE GAGE	U.O.N.	UNLESS OTHERWISE NOTED
E.C.	ELECTRICAL CONTRACTOR	V	VOLT
G	GROUND	VIF	VERIFY IN FIELD
KVA	KILOVOLT AMPERE	W	WATT
KW	KILOWATT		
MIN	MINIMUM		
MM	MILLIMETER		
(N)	NEW		
NEC	NATIONAL ELECTRIC CODE (NFPA 70)		
NIC	NOT IN CONTRACT		
NL	NIGHTLIGHT (UNSWITCHED CIRCUIT)		

DETAIL NOTES

1. PROVIDE WIRE SIZES AS PER NEC ART 250 REQUIREMENTS U.O.N.
2. PROVIDE PHYSICAL PROTECTION FOR ALL CABLES. EXPOSED CABLES ARE NOT PERMITTED.



2
E1
GROUNDING ELECTRODE DETAIL
SCALE: NONE



1
E1
ELECTRICAL ONE-LINE DIAGRAM
SCALE: NONE

REVISIONS			
BY	NO.	DATE	DESCRIPTION

PUMP STATION ELECTRICAL COVER

**SALT WYND PRESERVE
PHASE ONE**

BEAUFORT CARTERET COUNTY NORTH CAROLINA

OWNER: BEAUFORT AGRIHOOD DEVELOPMENT, LLC DESIGNED: WGB
 176 MINE LAKE CT
 ADDRESS: SUITE 100 DRAWN: WGB
 RALEIGH, NC 27615
 PHONE: (207) 449-8801 APPROVED: LMS

DATE: 02/10/2022
 SCALE: AS NOTED
 SHEET: E1 OF 4

STROUD ENGINEERING, P.A.
 422 HIGHWAY 24
 MOREHEAD CITY, NORTH CAROLINA 28557
 (252) 247-7479

**PRELIMINARY DRAWING
DO NOT USE FOR
CONSTRUCTION**

L. MICHAEL STROUD, P.E.

EQUIPMENT CONNECTION SCHEDULE

CALLOUT	HP	VOLTS	AMPS	WIRE CALLOUT	DISCONNECT DESCRIPTION	NOTES
BATTERY CHARGER		120V 1P 2W	4	3/4"C,1#12,#12N,#12G	CORD & PLUG	
BLOCK HEATER		120V 1P 2W	15	3/4"C,1#12,#12N,#12G	CORD & PLUG	
HOT BOX HEATER		120V 1P 2W	16.67	3/4"C,1#10,#10N,#10G	CORD & PLUG	
PUMP 1	3 HP	240V 2P 2W	17	PUMP CABLE SUPPLIED BY PUMP MANUFACTURER	BREAKER IN ENCLOSED COMBINATION SOFT-START CONTROLLER	
PUMP 2	3 HP	240V 2P 2W	17	PUMP CABLE SUPPLIED BY PUMP MANUFACTURER	BREAKER IN ENCLOSED COMBINATION SOFT-START CONTROLLER	

PANEL SCHEDULE

CALLOUT	VOLTS	BUS AMPS	MAIN DISCONNECT TYPE	MAIN DISCONNECT AMPS	MOUNTING	ENCLOSURE
MDP	240/120V 2P 3W	100	BREAKER	100	SURFACE	NEMA 4X

MDP

ROOM	VOLTS 240/120V 2P 3W	AIC 22,000
MOUNTING SURFACE	BUS AMPS 100	MAIN BKR 100
FED FROM ATS	NEUTRAL 100%	LUGS STANDARD

CKT #	CKT BKR	CIRCUIT DESCRIPTION	LOAD KVA		CKT #	CKT BKR	CIRCUIT DESCRIPTION	LOAD KVA	
			A	B				A	B
1	20/1	RECEPTACLE	0.18		2	60/2	PUMP CONTROL PANEL	4.08	
3	20/1	LIGHTING		0.168	4				4.08
5	20/1	LIGHTING	0.198		6	20/1	GENERATOR BATTERY CHARGER	0.48	
7	20/1	SPARE			8	20/1	GENERATOR BLOCK HEATER		1.8
9	20/1	SPARE	0		10	20/1	SCADA RTU	1.5	
11	20/1	SPARE			12	30/1	RPZ		2
13	20/1	SPARE	0		14	20/1	SPACE	0	
15	20/1	SPACE			16	20/1	SPACE	0	
17	20/1	SPACE	0		18	20/2	SPACE	0	
19	20/1	SPACE			20			0	

	CONN KVA		CALC KVA		CONN KVA		CALC KVA	
	A	B			A	B		
LIGHTING	0.366	0.458	(125%)	MOTORS	8.16	8.16	(100%)	
LARGEST MOTOR	4.08	1.02	(25%)	RECEPTACLES	0.18	0.18	(50%>10)	
				CONTINUOUS	5.78	7.23	(125%)	
				TOTAL LOAD		17		
				BALANCED LOAD		71 A		

GENERATOR SCHEDULE

CALLOUT	VOLTS	KW	KVA	POWER FACTOR
GENSET	240/120V 2P 3W	30	30	1

TRANSFER SWITCH SCHEDULE

CALLOUT	TYPE	VOLTS	AMPS	NORMAL UPSTREAM DEVICE	EMERGENCY UPSTREAM DEVICE	NEMA
ATS	AUTOMATIC	240/120V 2P 3W	100	MSD	STBY	NEMA 4X

DISCONNECT SWITCH SCHEDULE

CALLOUT	TYPE	VOLTS	FRAME SIZE	BREAKER TRIP / FUSE RATING	ENCLOSURE
MSD	FUSED DISCONNECT	240/120V 2P 3W	100	100	NEMA 4X
STBY	DISCONNECT	240/120V 2P 3W	100	NONE	NEMA 4X

REVISIONS

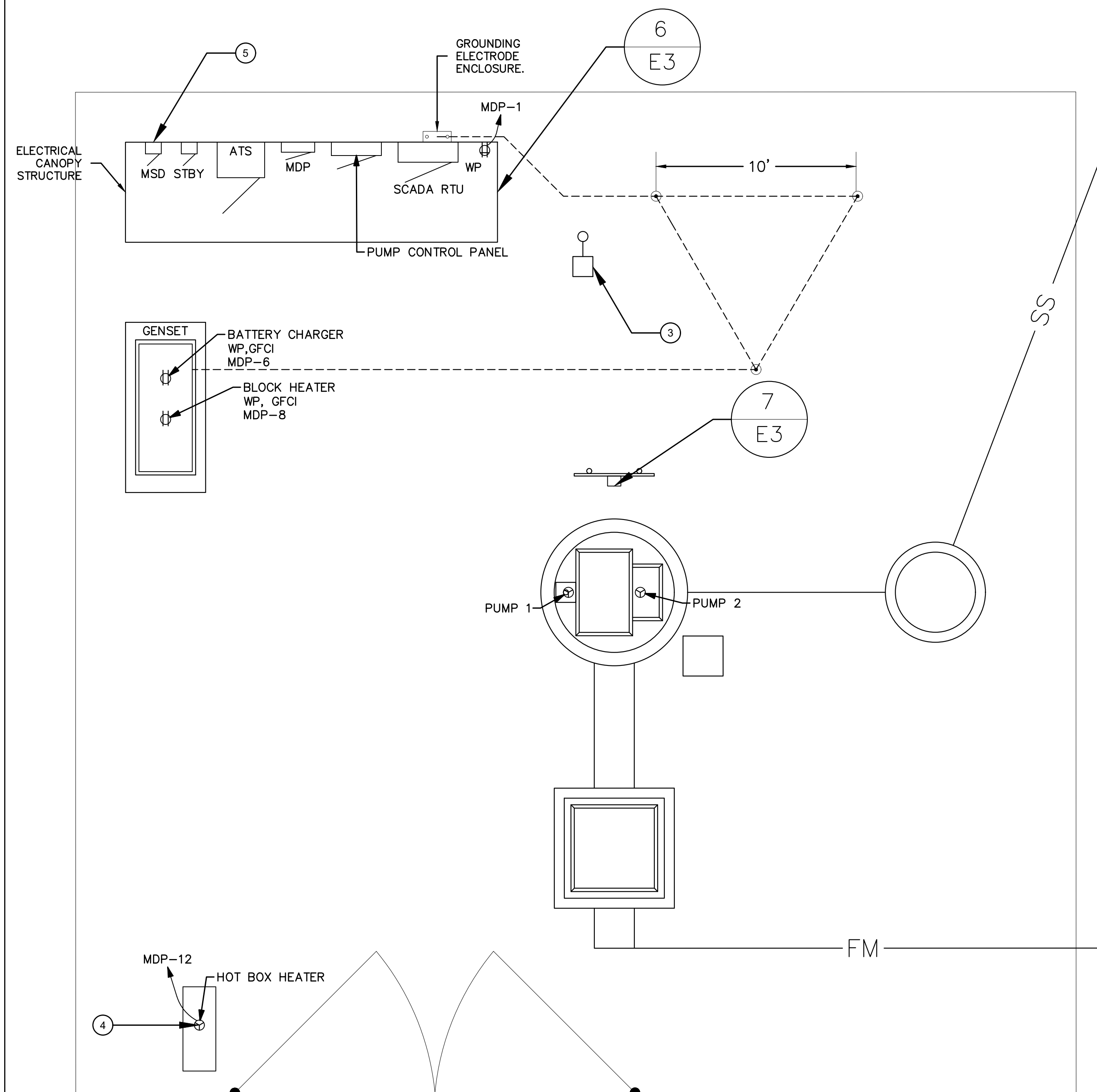
BY	NO.	DATE	DESCRIPTION

PUMP STATION ELECTRICAL PLAN AND SCHEDULES
SALT WYND PRESERVE
PHASE ONE

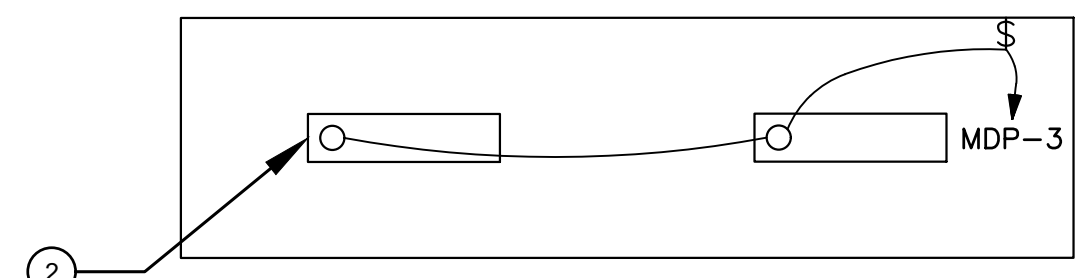
BEAUFORT	CARTERET COUNTY	NORTH CAROLINA
OWNER: BEAUFORT AGRIHOOD DEVELOPMENT, LLC	DESIGNED: WGB	
ADDRESS: 176 MINE LAKE CT	DRAWN: WGB	
SUITE 100	APPROVED: LMS	
RALEIGH, NC 27615	DATE: 02/10/2022	
PHONE: (207) 449-8801	SCALE: AS NOTED	
STROUD ENGINEERING, P.A.	SHEET: E2 OF 4	
422 HIGHWAY 24		
WOREHEAD CITY, NORTH CAROLINA 28557		
(252) 247-7479		

PRELIMINARY DRAWING
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CONSTRUCTION

L. MICHAEL STROUD, P.E.



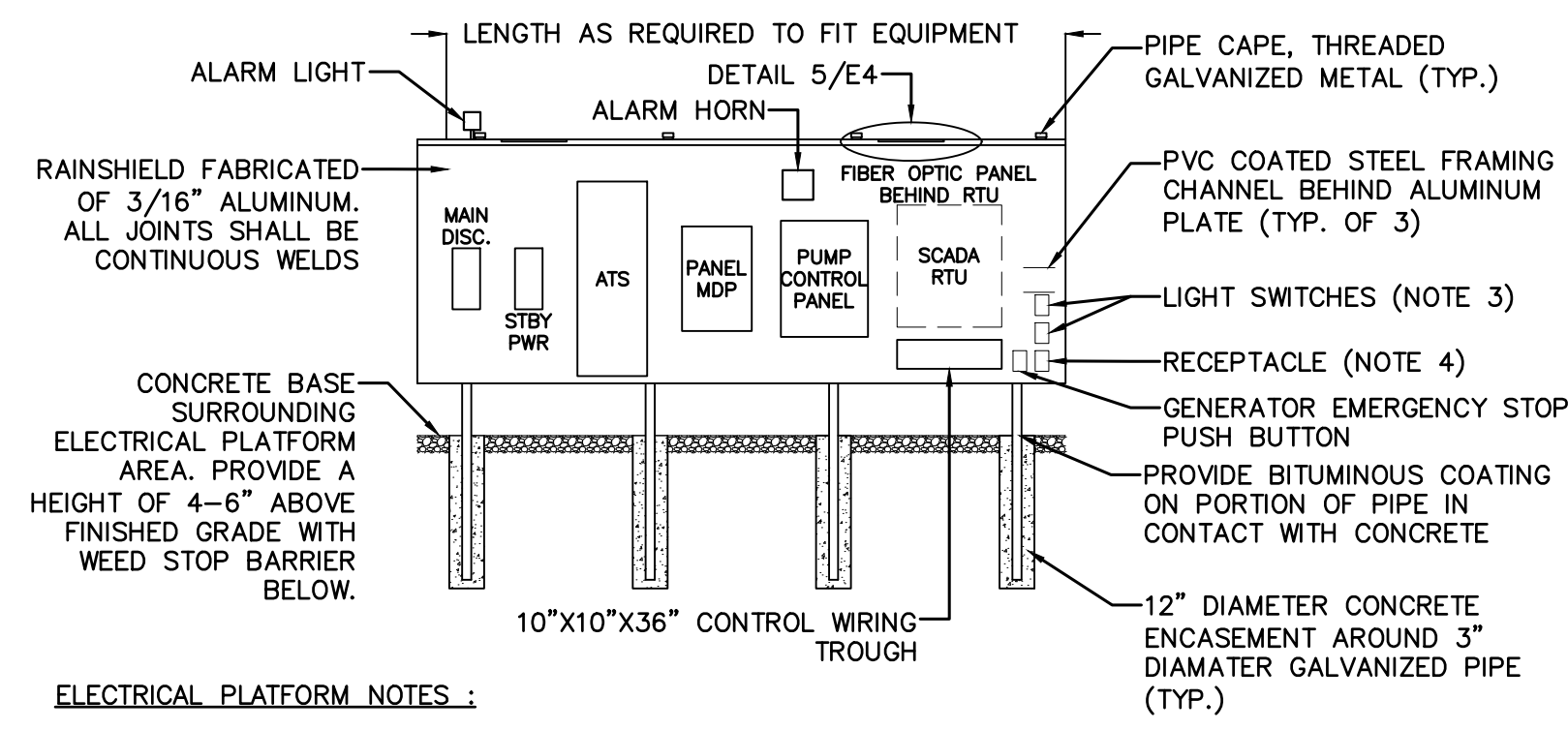
1
E2
ELECTRICAL PLAN
SCALE: 1/4" = 1'-0"



2
E2
CANOPY LIGHTING LAYOUT
SCALE: 1/4" = 1'-0"

ELECTRICAL PLAN NOTES:

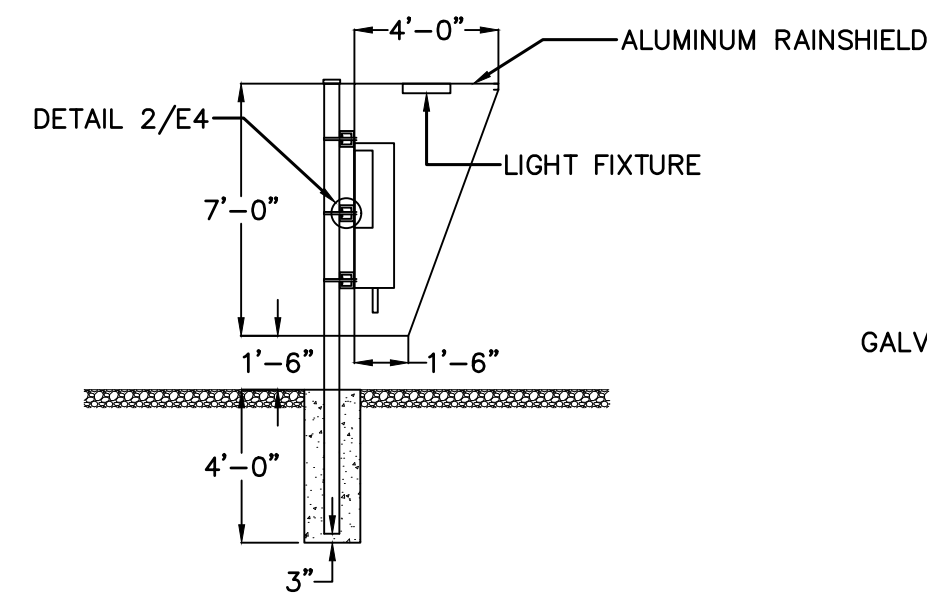
- ELECTRICAL SERVICE TRANSFORMER FURNISHED BY POWER COMPANY. E.C. SHALL PROVIDE TRANSFORMER PAD AND COORDINATE TRANSFORMER LOCATION. E.C. TO PROVIDE SECONDARY CONDUIT TO ELECTRICAL SERVICE METER LOCATION.
- FOR CANOPY LIGHT PROVIDE LITHONIA TYPE: "VAP- 4000LM FST WD MVOLT GZ10 50K 80CRI" OR APPROVED EQUAL CONTROL THROUGH SWITCH SHOWN ON ELECTRICAL CANOPY DETAIL.
- FOR YARD LIGHT PROVIDE VISIONAIRE TYPE: "RLX-1 T4L 30L 4K UNV GY PER 20kV" MOUNTED ON A LITHONIA: "SMAWL T20 US2 GALV" ARM OR APPROVED EQUAL. MOUNT ON POLE AT 20' AFG. PROVIDE CONNECTION WITH 3/4" CONDUIT.
- VERIFY ELECTRICAL REQUIREMENTS FOR "RPZ" ENCLOSURE HEATER.
- COORDINATE LOCATION AND DIRECTION OF SECONDARY CONDUIT INSTALLED BY E.C. WITH FINAL POWER COMPANY TRANSFORMER LOCATION.



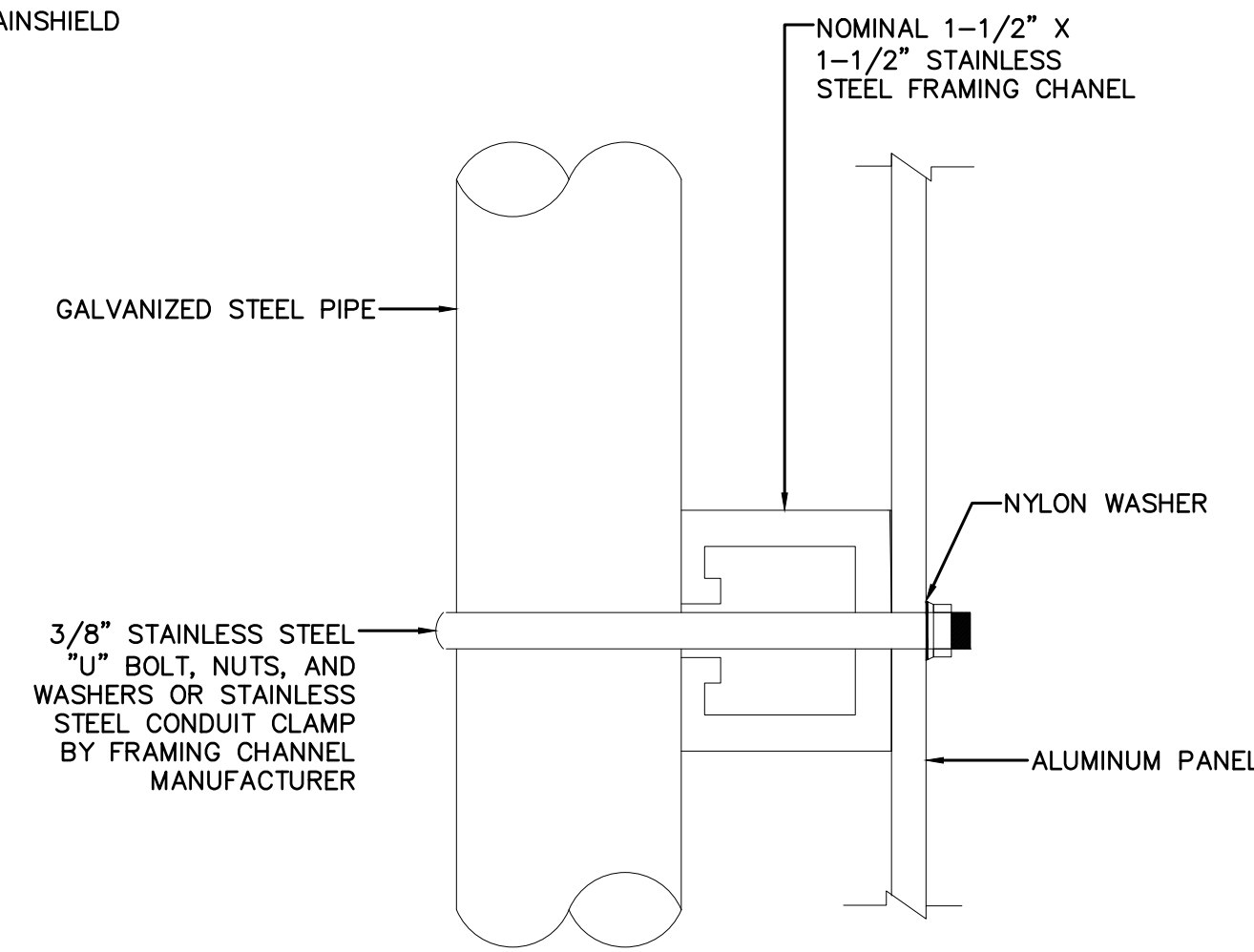
ELECTRICAL PLATFORM NOTES :

- ARRANGE EQUIPMENT TO MEET NEC, WORKING CLEARANCE REQUIREMENTS AND FOR CONVENIENT OPERATION AND MAINTENANCE ACCESS.
- MAXIMUM SPACING OF POST SHALL BE 5'-0" O.C.
- PROVIDE 2 SWITCHES AND COVERS FOR CONTROL OF AREA LIGHT AND CANOPY LIGHTS. USE HUBBELL "HBL-1201 BLK" SWITCHES AND HUBBELL "HBL-7420" COVERS OR APPROVED EQUAL.
- PROVIDE HUBBELL "GFWRST209K" RECEPTACLE AND HUBBELL "WP26E" COVER OR APPROVED EQUAL.
- COORDINATE RTU REQUIREMENTS WITH TOWN OF BEAUFORT UTILITIES DIVISION.
- ALL ELECTRICAL ENCLOSURES/PANELS SHALL BE OF STAINLESS STEEL CONSTRUCTION.

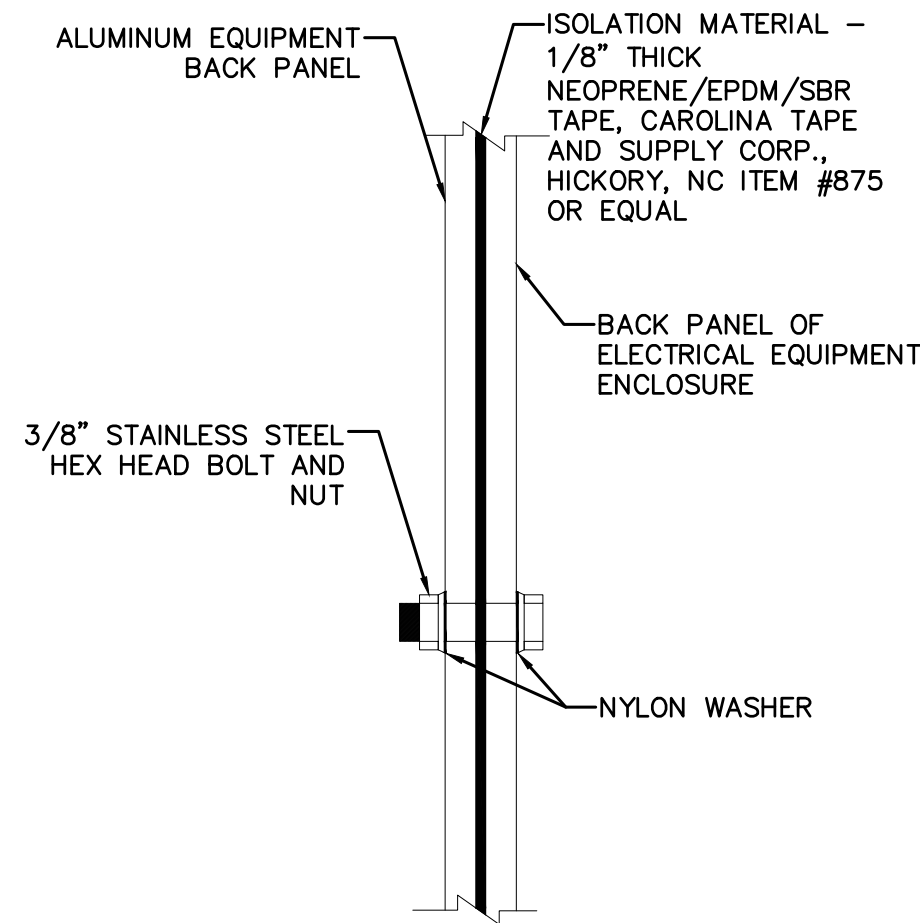
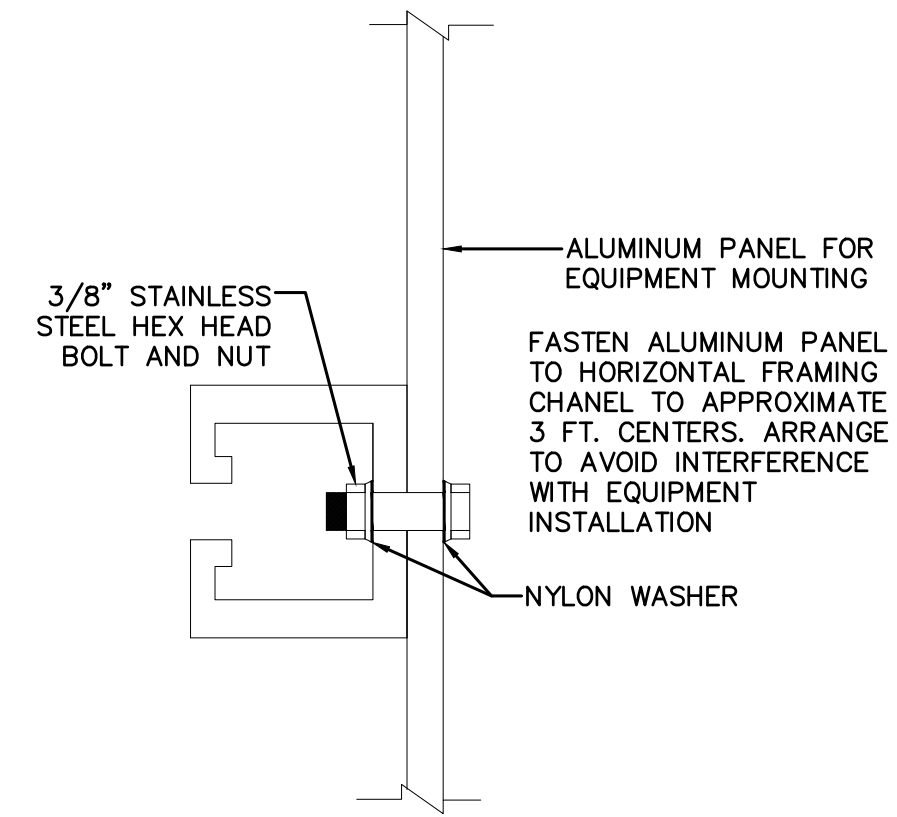
1
E3
ELECTRICAL CANOPY FRONT AND SIDE VIEW
SCALE: 3/16" = 1'0"



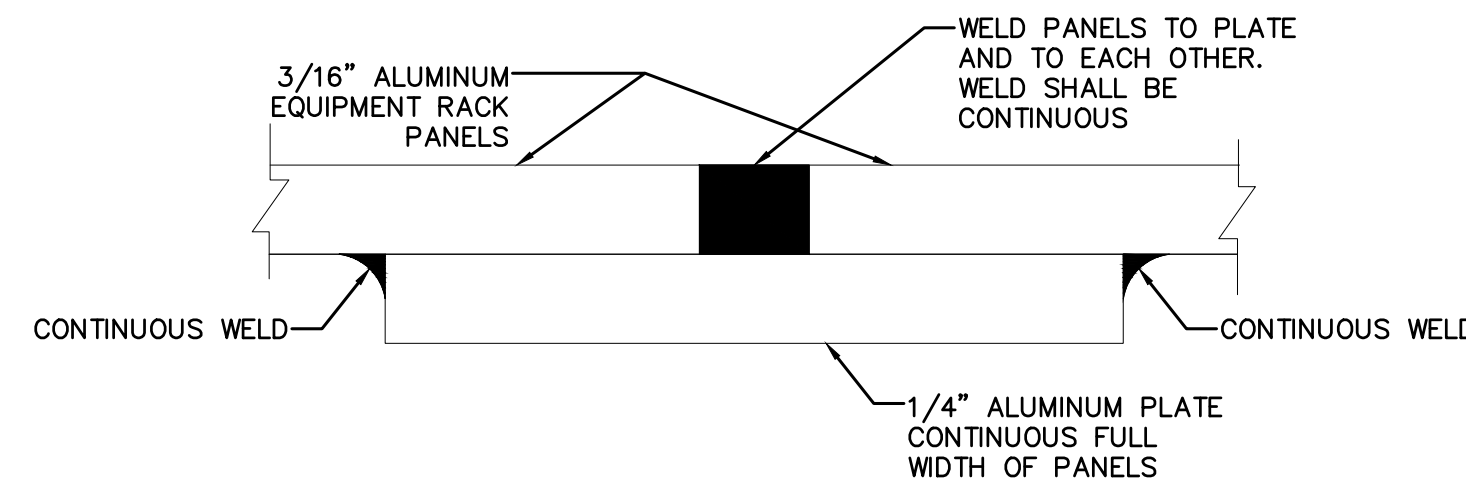
2
E3
ELECTRICAL CANOPY PIPE TO FRAME CONNECTION DETAIL
SCALE: NONE



3
E3
ELECTRICAL CANOPY FRAME TO PANEL CONNECTION DETAIL
SCALE: NONE



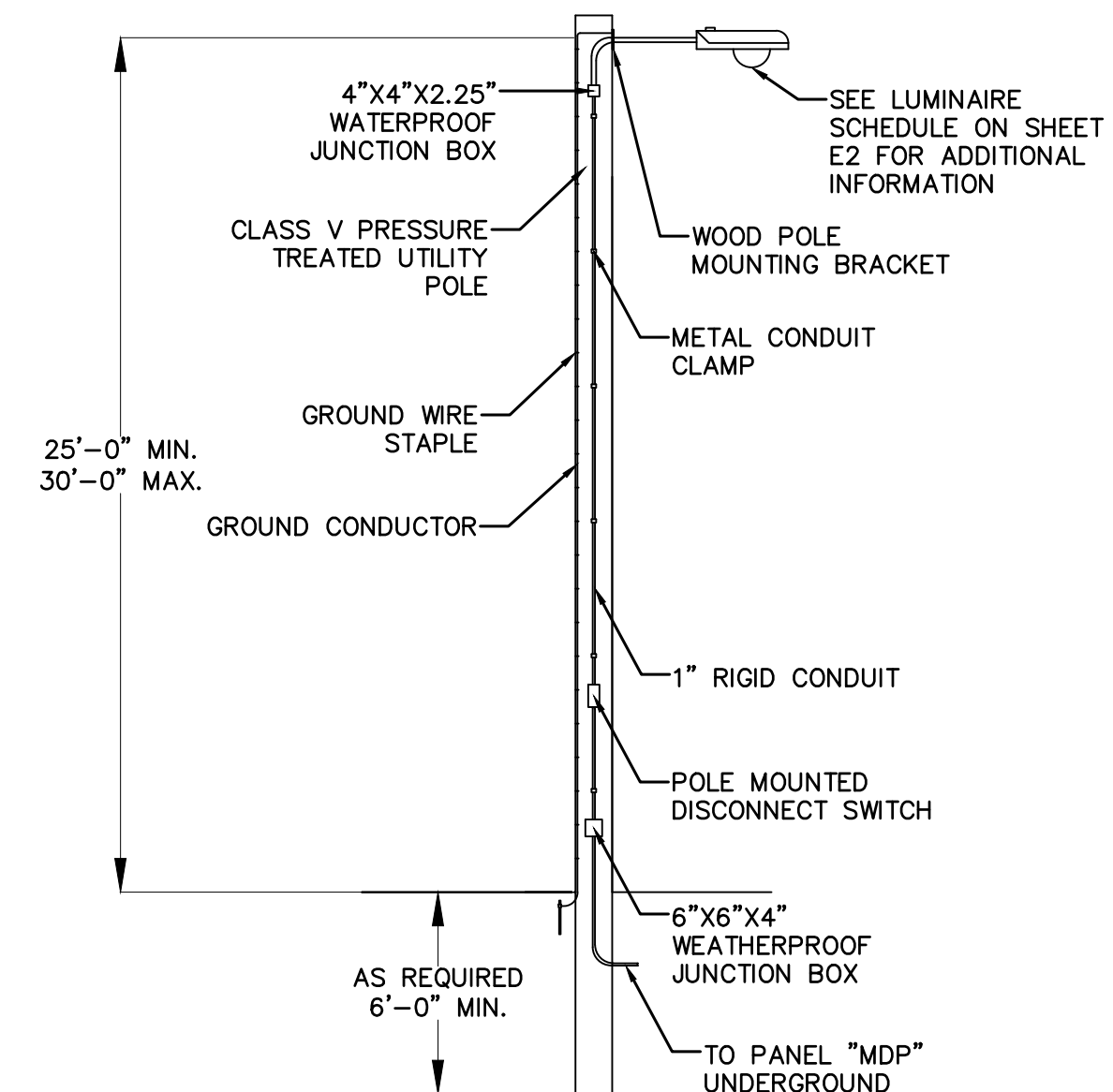
4
E3
BACK ELECTRICAL CANOPY PANEL WELDING DETAIL
SCALE: NONE



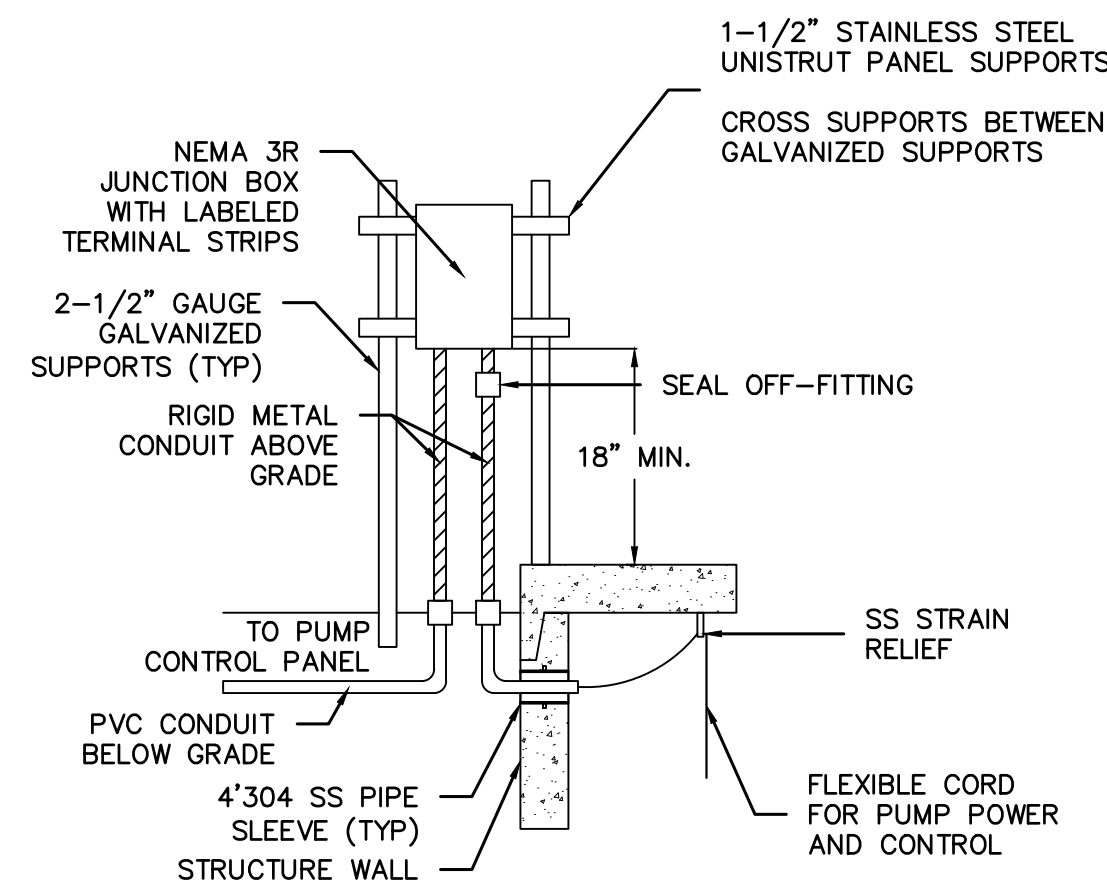
NOTES:

- PROVIDE SPLICE IF LENGTH OF EQUIPMENT RACK EXCEEDS STANDARD PANEL LENGTH.
- DETAIL TYPICAL FOR TOP AND REAR PANEL ASSEMBLIES.

5
E3
TOP ELECTRICAL CANOPY WELDING DETAIL
SCALE: NONE



6
E3
AREA LIGHT DETAIL
SCALE: NONE



7
E3
JUNCTION BOX DETAIL
SCALE: NONE

REVISIONS			
BY	NO.	DATE	DESCRIPTION

PUMP STATION ELECTRICAL DETAILS

SALT WYND PRESERVE PHASE ONE

BEAUFORT CARTERET COUNTY NORTH CAROLINA

OWNER: BEAUFORT AGRIHOOD DEVELOPMENT, LLC DESIGNED: WGB
 ADDRESS: 176 MINE LAKE CT DRAWN: WGB
 SUITE 100 RALEIGH, NC 27615
 PHONE: (207) 449-8801 APPROVED: LMS

DATE: 02/10/2022
 SCALE: AS NOTED
 SHEET: E3 OF 4

STROUD ENGINEERING, P.A.
 422 HIGHWAY 24
 MOREHEAD CITY, NORTH CAROLINA 28557
 (252) 247-7479

**PRELIMINARY DRAWING
DO NOT USE FOR
CONSTRUCTION**

L. MICHAEL STROUD, P.E.

GENERAL PHOTOMETRIC SCHEDULE	
AVERAGE FOOT-CANDLES	0.4
MAXIMUM FOOT-CANDLES	3.9
MINIMUM FOOT-CANDLES	0.0



1
E4
STREET LIGHTING PLAN
SCALE: 1"=100'

LUMINAIRE SCHEDULE								
CALLOUT	SYMBOL	DESCRIPTION	MOUNTING	MODEL	INPUT WATTS	VOLTS	NOTE 1	NOTE 2
P1A	-	STREET LIGHT POLE LIGHT ASSEMBLY FROM DUKE LIGHTING CONSISTING OF A 16' DIRECT BURIED CONCRETE POLE WITH ROUND BRACKET MOUNTED ON END OF POLE FOR A "SANIBEL" STYLE LUMINAIRE. ALL ITEMS SHALL BE APPROVED BY OWNER PRIOR TO ORDERING.	POLE	POLE, ARM BRACKET, AND LUMINAIRE FURNISHED AND INSTALLED BY POWER COMPANY.	51	120V 1P 2W		

REVISIONS			
BY	NO.	DATE	DESCRIPTION

**PRELIMINARY DRAWING
DO NOT USE FOR
CONSTRUCTION**

STREET LIGHT DESIGN

**SALT WYND PRESERVE
PHASE ONE**

BEAUFORT CARTERET COUNTY NORTH CAROLINA

OWNER: BEAUFORT AGRIHOOD DEVELOPMENT, LLC DESIGNED: SS
 176 MINE LAKE CT
 ADDRESS: SUITE 100 DRAWN: SS
 RALEIGH, NC 27615
 PHONE: (207) 449-8801 APPROVED: LMS

DATE: 02/10/2022
 SCALE: AS NOTED
 SHEET: E4 OF 4

STROUD ENGINEERING, P.A.
 422 HIGHWAY 24
 MOREHEAD CITY, NORTH CAROLINA 28557
 (252) 247-7479

Outfall Swale Design									
Swale No.	Contributing Area (SQ FT)	Total Q (CFS)	Velocity (ft/sec)	Depth (ft)	Total Q (CFS)	Velocity (ft/sec)	Depth (ft)	Slope %	
1A	1A	3.19	3.6						
	1B	0.69	0.78						
	1C	2.34	2.65						
	1D	0.45	0.5						
	1E	1.4	1.59						
18	18A	3.39	4.97						
	18B	17.83	20.37						
	18C	10.44	11.82						
	18D	2.57	2.91						
	18E	6.56	7.43						
1C	1C	3.19	3.6						
	1C	0.69	0.78						
	1C	2.34	2.65						
	1C	0.45	0.5						
	1C	1.4	1.59						

Culvert Design									
Pipe No.	Contributing Area (SQ FT)	Total Q (CFS)	Velocity (ft/sec)	Depth (ft)	Length (ft)	Invert (ft)	Outlet (ft)	Doc.	
P1	OS1A	4.39	6.39	18	0.003	5.42	44	4.4	4.18
P2	1A	3.19	3.6						
	OS1C	11.82							
P3	6A	1.86							
	6C	0.35	2.71	15	0.003	2.68	44	3.73	3.6
P4	6D	0.48							
	6E	0.73							
P5	OS1A	4.39	6.39	18	0.003	5.42	44	2.52	2.34
	OS1C	11.82							
P6	4A	0.48	3.71	15	0.003	3.27	44	3.53	3.4
	OS1A	4.39	6.39	18	0.003	5.42	44	3.35	3.14
P7	OS1A	4.39	6.39	18	0.003	5.42	44	3.35	3.14
	OS1C	11.82							
P8	1A	3.19	3.6						
	OS1C	11.82							
P9	1A	3.19	3.6						
	OS1C	11.82							
P10	1A	3.19	3.6						
	OS1C	11.82							

MAINTENANCE PLAN

1. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED FOR STABILITY AND EFFECTIVE OPERATIONS FOLLOWING EVERY RUNOFF PRODUCING RAINFALL EVENT OR AT LEAST ONCE PER WEEK. REPAIRS REQUIRED SHALL BE COMPLETED IMMEDIATELY TO THE DIMENSION AND FUNCTIONS INDICATED ON THE PLANS.
2. SEDIMENT SHALL BE REMOVED FROM BEHIND THE SEDIMENT FENCING WHEN IT BECOMES 0.5 FEET DEEP AT THE FENCE. THE FENCE SHALL BE REPLACED OR REPAIRED AS NECESSARY TO MAINTAIN A BARRIER.
3. ALL SEEDED AREAS SHALL BE FERTILIZED, SEEDED, AND MULCHED WITHIN 7 DAYS OF DISTURBANCE. DISTURBED AREAS SHALL BE RESEED, RESEED AND MULCHED AS NECESSARY ACCORDING TO THE CONTRACT DOCUMENTS TO ESTABLISH AND MAINTAIN A DENSE VEGETATIVE COVER.

CONSTRUCTION SEQUENCE

1. INSTALL GRAVEL CONSTRUCTION ENTRANCE(S) & SILT FENCING AT SPECIFIED LOCATIONS.
2. COMPLETE CLEARING & GRUBBING OPERATIONS.
3. ROUGH GRADE ROADS, INSTALL DROP INLETS AND STORM DRAIN PIPING INCLUDING SEDIMENTATION CONTROL MEASURES.
4. SEED AND MULCH ALL AREAS OF DISTURBANCE NOT TO BE PAVED WITHIN 14 DAYS OF LAND DISTURBANCE.
5. INSTALL UTILITIES.
6. FINE GRADE STREETS.
7. PLACE STONE BASE AND PERMEABLE CONCRETE PAVEMENT.
8. PERFORM FINAL GRADING, SEED AND MULCH ALL REMAINING DISTURBED AREAS.
9. REMOVE TEMPORARY EROSION CONTROL MEASURES AFTER VEGETATION IS ESTABLISHED.

SEEDING SCHEDULE

SEED BED PREPARATION
 LIME (GRAIN)----- 2 TONS/AC
 10-10-10----- 1,000 LBS/AC
 SURFACE ROUGHENING: IF RECENT TILLAGE OPERATIONS HAVE RESULTED IN A LOOSE SURFACE, ADDITIONAL ROUGHENING MAY NOT BE REQUIRED EXCEPT TO BREAK UP LARGE CLODS. IF RAINFALL CAUSES THE SURFACE TO BECOME SEALED OR CRUSTED, LOOSEN IT JUST PRIOR TO SEEDING BY DISKING, RAKING OR HARROWING. GROOVE OR FURROW SLOPES STEEPER THAN 3:1 ON THE CONTOUR BEFORE SEEDING.

TEMPORARY SEEDING MIXTURE (DECEMBER 1 - APRIL 15)
 RYE (GRAIN)----- 120 LBS/AC
 KOBE LESPEDEZA (SCARIFIED)----- 50 LBS/AC
 (OMIT ANNUAL LESPEDEZA WHEN DURATION OF TEMPORARY COVER IS NOT TO EXCEED BEYOND JUNE)

(APRIL 15 - AUGUST 15)
 GERMAN MILLET----- 40 LBS/AC
 (AUGUST 15 - DECEMBER 30)

PERMANENT SEEDING MIXTURE
 RYE (GRAIN)----- 25 LBS/AC
 (IF IT IS NECESSARY TO EXTEND TEMPORARY COVER BEYOND JUNE 15, OVERSEED WITH 50 LBS/AC KOBE.)

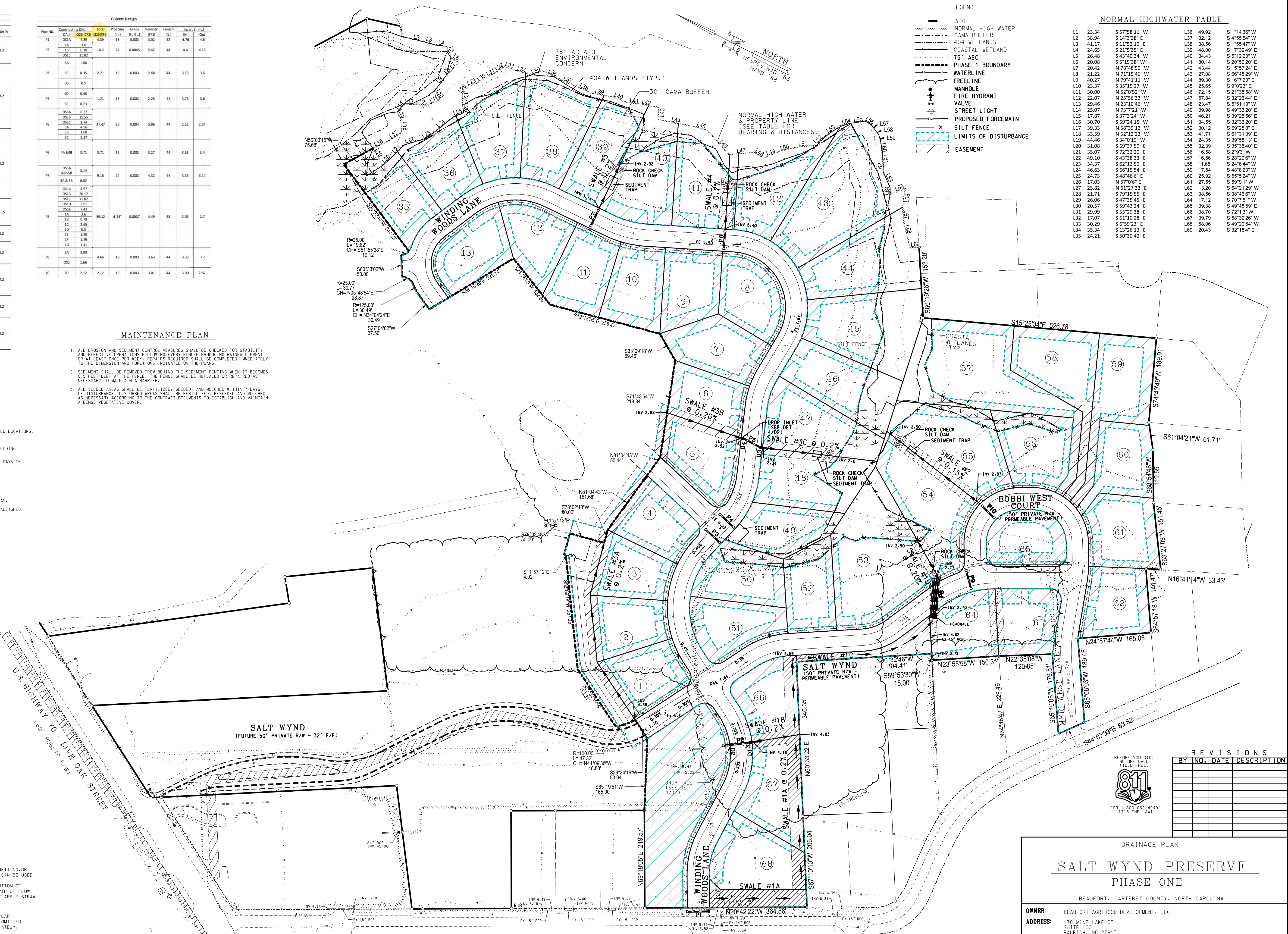
PERMANENT SEEDING MIXTURE (SWALES & DITCHES)
 COMMON BERMOUDAGRASS----- 80 LBS/AC

MULCHING
 STRAW/WHEAT, OATS, BARLEY, RYE----- 1-2 TONS/AC (AFTER SEEDING)
 (STRAW QUALITY SHALL BE DRY, UNCHOPPED & UNWEATHERED)
 ASPHALT TACK----- 500 GAL./TON OF MULCH

1. APPLY 4000 LB/AC STRAW. ANCHOR STRAW BY TACKING WITH ASPHALT. NETTING OR A MULCH ANCHORING TOOL. A DISK WITH BLADES SET NEARLY STRAIGHT CAN BE USED AS A MULCH ANCHORING TOOL.

2. A CHANNEL LINING MATERIAL (SEE DETAIL BELOW) SHALL COVER THE BOTTOM OF SWALES & DITCHES. THE LINING SHALL EXTEND ABOVE THE HIGHEST DEPTH OF FLOW WITHIN GIVEN CHANNEL. ON CHANNEL SIDE SLOPES ABOVE THIS HEIGHT APPLY STRAW AS PREVIOUSLY INSTRUCTED.

MAINTENANCE
 IF GROWTH IS LESS THAN FULLY ADEQUATE, REFERTILIZE IN THE SECOND YEAR WITH 500 LB/AC 10-10-10 FERTILIZER. MOW AS NEEDED WHEN SERICEA IS OMITTED FROM THE MIXTURE. RESEED, FERTILIZE AND MULCH DAMAGED AREAS IMMEDIATELY.



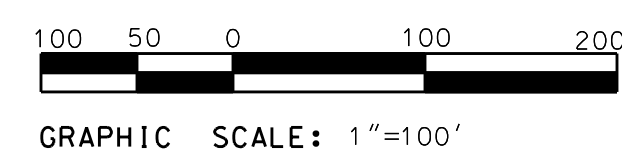
LEGEND

- AEG NORMAL HIGH WATER
- CAMA BUFFER
- 404 WETLANDS
- COASTAL WETLAND
- 75' AEC
- PHASE 1 BOUNDARY
- WATERLINE
- TREELINE
- MANHOLE
- FIRE HYDRANT
- VALVE
- STREET LIGHT
- PROPOSED FOREMAIN
- SILT FENCE
- LIMITS OF DISTURBANCE
- EASEMENT

NORMAL HIGHWATER TABLE

L1	23.34	S 57°58'11" W	L36	49.92	S 1°14'36" W
L2	38.94	S 14°3'38" E	L37	32.12	S 4°55'54" W
L3	41.17	S 11°52'19" E	L38	38.56	S 1°55'07" W
L4	24.65	S 21°5'35" E	L39	48.00	S 17°39'49" E
L5	26.48	S 48°40'34" W	L40	34.43	S 5°12'23" W
L6	20.08	S 5°15'38" W	L41	30.14	S 20°50'20" E
L7	20.42	N 78°48'59" W	L42	43.44	S 18°57'24" E
L8	21.22	N 71°15'46" W	L43	27.08	S 66°48'29" W
L9	40.27	N 79°41'11" W	L44	89.30	S 16°7'20" E
L10	23.37	S 35°15'27" W	L45	25.65	S 9°02'23" E
L11	30.00	N 52°0'52" W	L46	72.15	S 21°38'58" W
L12	22.07	N 25°56'33" W	L47	57.84	S 32°26'44" E
L13	29.46	N 23°10'46" W	L48	23.47	S 5°51'13" W
L14	25.07	N 73°72'21" W	L49	39.98	S 49°33'20" E
L15	17.87	S 37°24" W	L50	46.21	S 39°25'56" E
L16	30.70	S 59°24'15" W	L51	34.55	S 32°32'20" E
L17	39.33	N 58°39'12" W	L52	30.12	S 69°28'08" E
L18	33.59	N 52°12'23" W	L53	41.71	S 61°31'39" E
L19	44.46	S 34°0'19" W	L54	24.35	S 39°58'13" E
L20	31.08	S 69°37'59" E	L55	32.39	S 35°35'40" E
L21	35.07	S 72°32'20" E	L56	16.58	S 2°0'9" W
L22	49.10	S 43°38'33" E	L57	16.56	S 28°29'6" W
L23	34.37	S 62°13'59" E	L58	11.65	S 24°6'44" W
L24	46.63	S 66°15'54" E	L59	17.54	S 48°8'20" W
L25	24.73	S 48°46'6" E	L60	25.92	S 65°59'24" W
L26	17.03	N 57°0'6" E	L61	27.55	S 59°9'1" W
L27	25.82	N 61°27'33" E	L62	13.20	S 64°21'29" W
L28	21.71	S 79°15'55" E	L63	38.56	S 38°46'8" W
L29	26.06	S 47°35'45" E	L64	17.12	S 47°7'51" W
L30	20.57	S 59°43'24" E	L65	39.38	S 48°48'59" E
L31	29.99	S 55°29'38" E	L66	38.70	S 72°13" W
L32	17.07	S 61°10'28" E	L67	39.79	S 58°32'28" W
L33	30.29	S 6°59'23" E	L68	58.06	S 49°20'54" W
L34	35.34	S 13°26'13" E	L69	20.43	S 32°18'4" E
L35	24.21	S 50°30'42" E			

PROJECT NO.: PM3067-001
 DRAWING NO.: 019



PRELIMINARY DRAWING
 DO NOT USE FOR
 CONSTRUCTION

REVISIONS

BY	NO.	DATE	DESCRIPTION

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

SALT WYND PRESERVE PHASE ONE

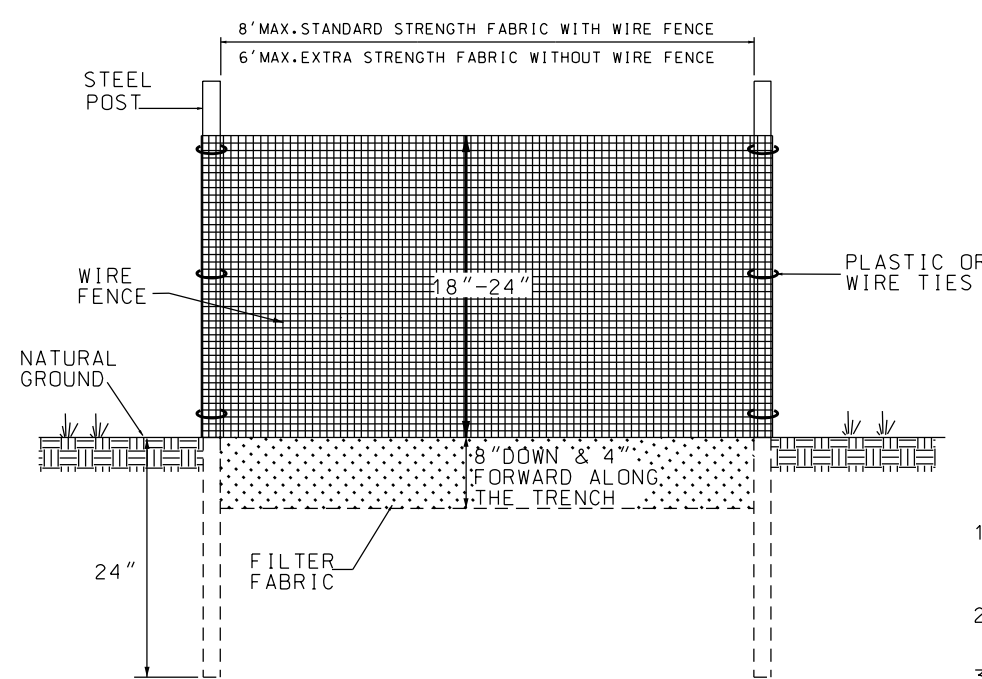
BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

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

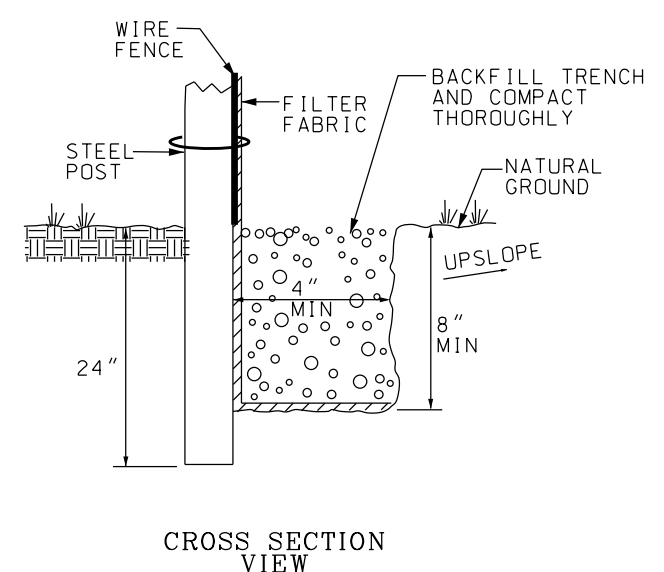
DESIGNED: LES DATE: 2/09/22
 DRAWN: LHJ SCALE: 1"=100'
 APPROVED: LES SHEET D1 OF 3

STROUD ENGINEERING, P.A.
 107-B COMMERCE STREET GREENVILLE, NORTH CAROLINA 27658
 (252) 756-9352 LICENSE NO. C-0647

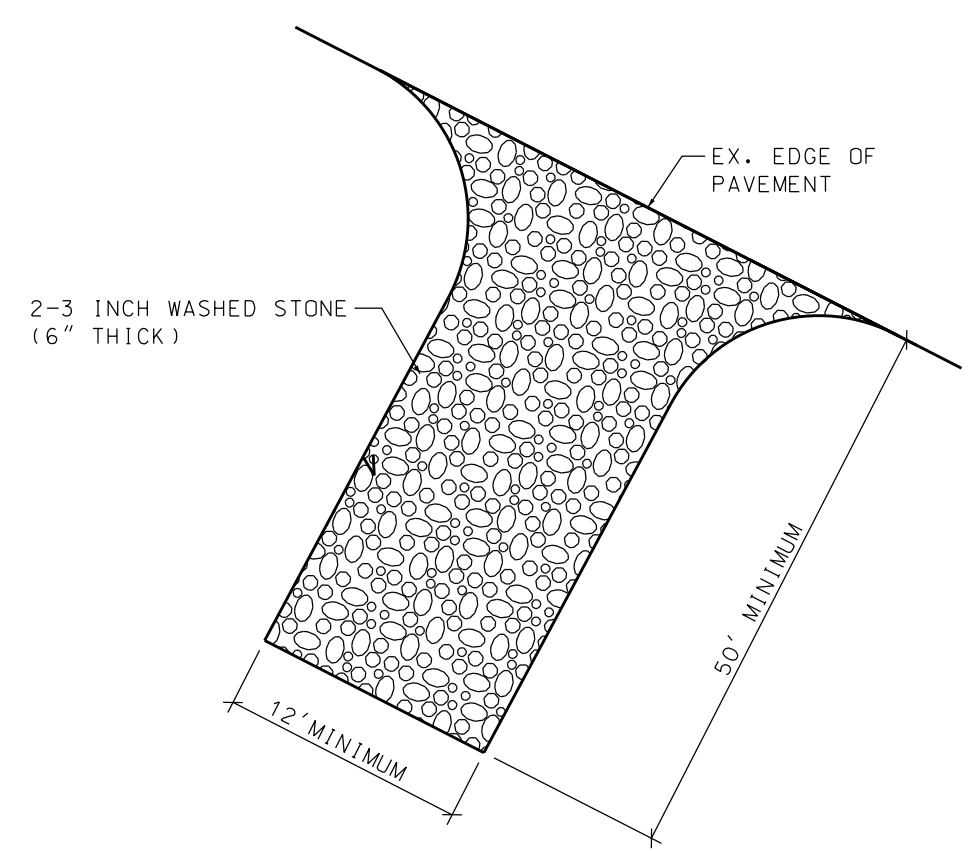
LINWOOD E. STROUD, P.E.



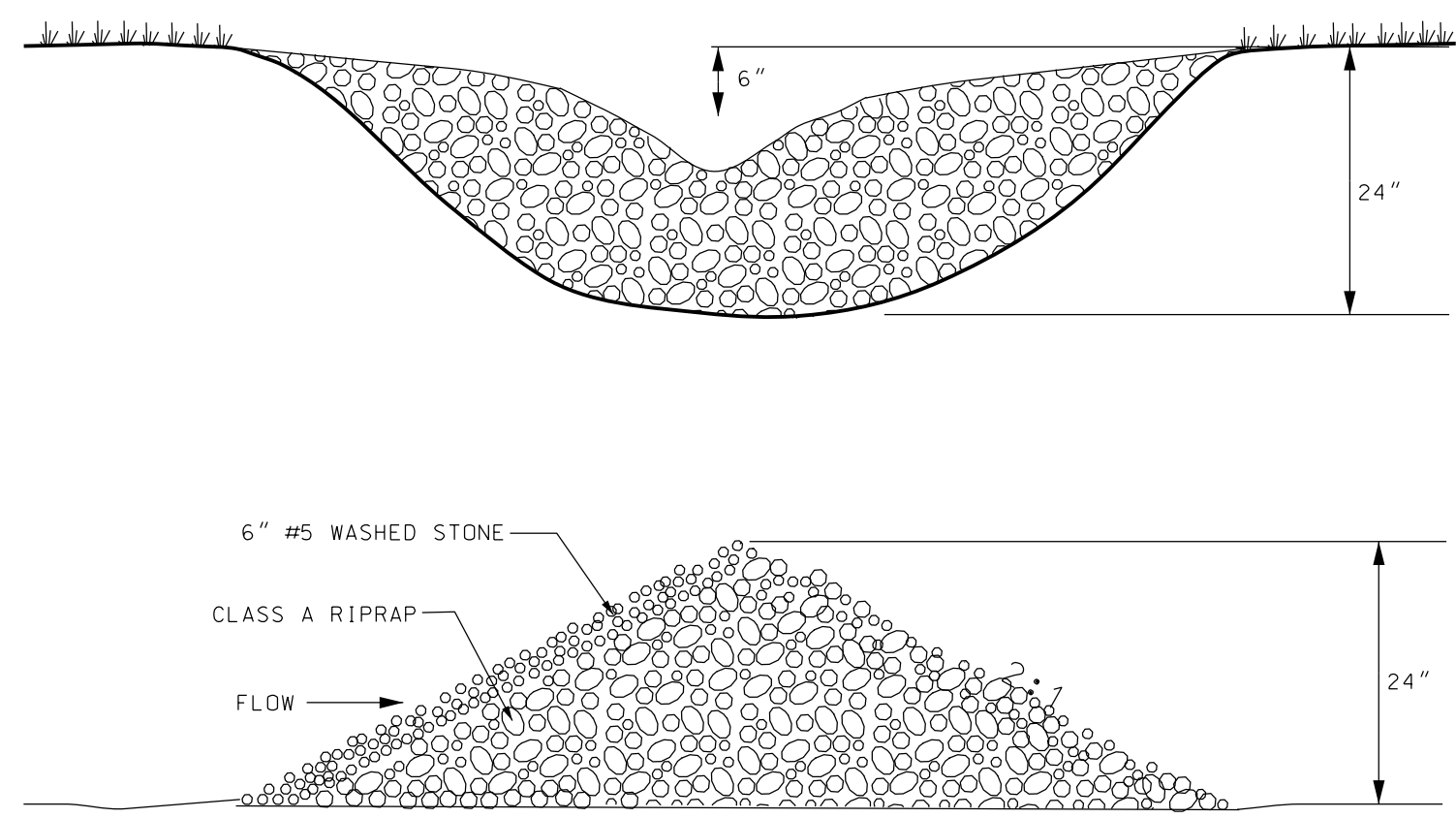
- INSTALLATION NOTES:
1. THE BASE OF BOTH END POSTS SHOULD BE AT LEAST ONE FOOT HIGHER THAN THE MIDDLE OF THE FENCE. CHECK WITH A LEVEL IF NECESSARY.
 2. INSTALL POSTS 4 FEET APART IN CRITICAL AREAS AND 6 FEET APART ON STANDARD APPLICATIONS.
 3. INSTALL POSTS 2 FEET DEEP ON THE DOWNSTREAM SIDE OF THE SILT FENCE, AND AS CLOSE AS POSSIBLE TO THE FABRIC, ENABLING POSTS TO SUPPORT THE FABRIC FROM UPSTREAM WATER PRESSURE.
 4. INSTALL POSTS WITH THE NIPPLES FACING AWAY FROM THE SILT FABRIC.
 5. ATTACH THE FABRIC TO EACH POST WITH THREE TIES, ALL SPACED WITHIN THE TOP 8 INCHES OF THE FABRIC. ATTACH EACH TIE DIAGONALLY 45 DEGREES THROUGH THE FABRIC WITH EACH PUNCTURE AT LEAST 1/2 INCH VERTICALLY APART, ALSO, EACH TIE SHOULD BE POSITIONED TO HANG ON A POST NIPPLE WHEN TIGHTENED TO PREVENT SAGGING.
 6. WRAP APPROXIMATELY 6 INCHES OF FABRIC AROUND THE END POSTS AND SECURE WITH 3 TIES.
 7. NO MORE THAN 24 INCHES OF A 36 INCH FABRIC IS ALLOWED ABOVE GROUND LEVEL.
 8. THE INSTALLATION SHOULD BE CHECKED AND CORRECTED FOR ANY DEVIATIONS BEFORE COMPACTION.
 9. COMPACTION IS VITALLY IMPORTANT FOR EFFECTIVE RESULTS. COMPACT THE SOIL IMMEDIATELY NEXT TO THE SILT FENCE FABRIC WITH THE FRONT WHEEL OF THE TRACTOR, SKID STEER, OR ROLLER EXERTING AT LEAST 60 POUNDS PER SQUARE INCH. COMPACT THE UPSLOPE SIDE FIRST, AND THEN EACH SIDE TWICE FOR A TOTAL OF 4 TRIPS.



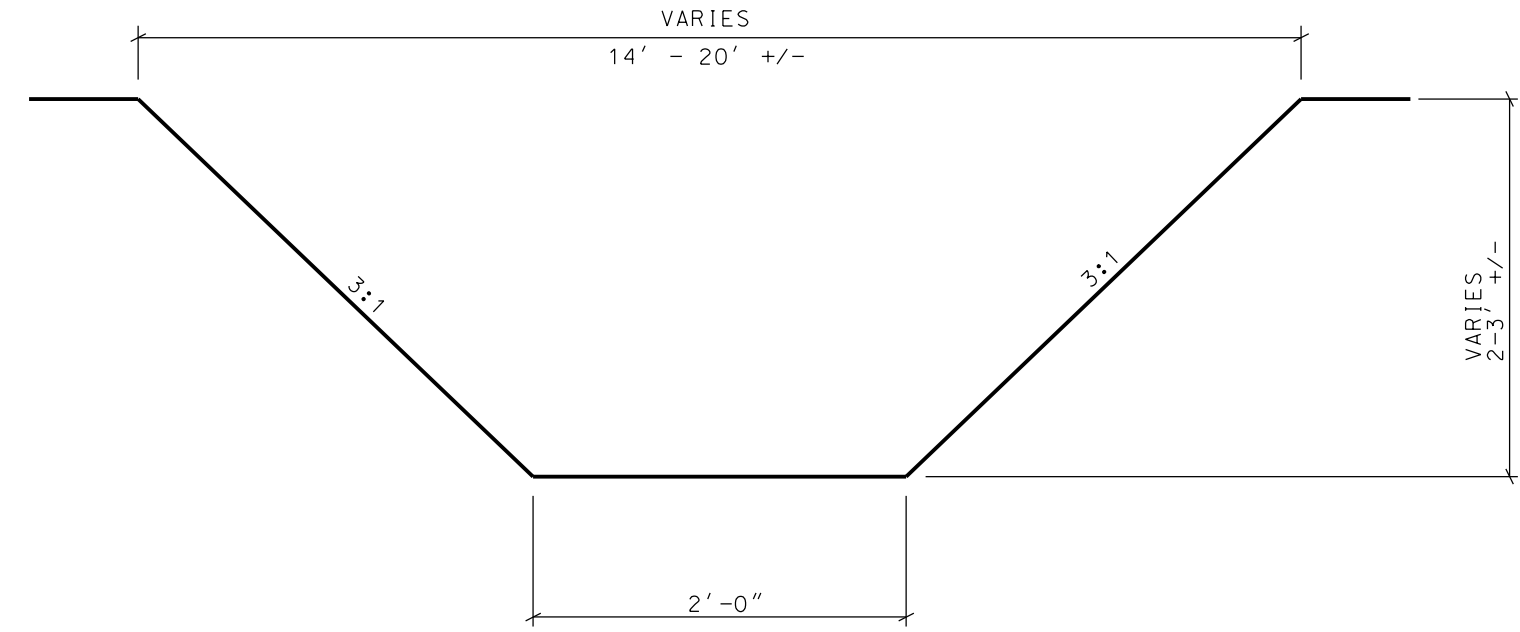
TYPICAL SILT FENCE DETAIL 1
SCALE: NTS
D3



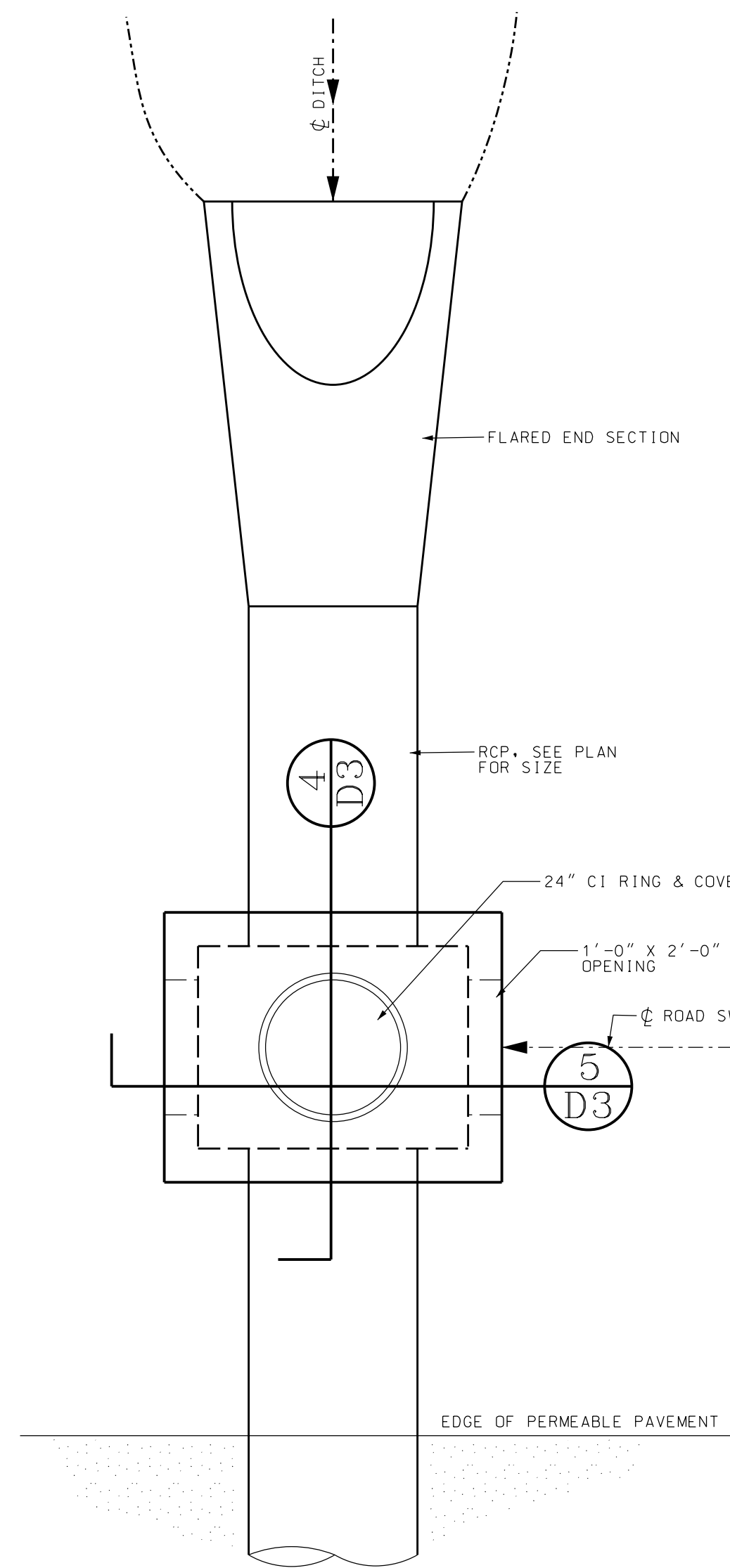
TYPICAL STONE CONSTRUCTION ENTRANCE 2
SCALE: NTS
D3



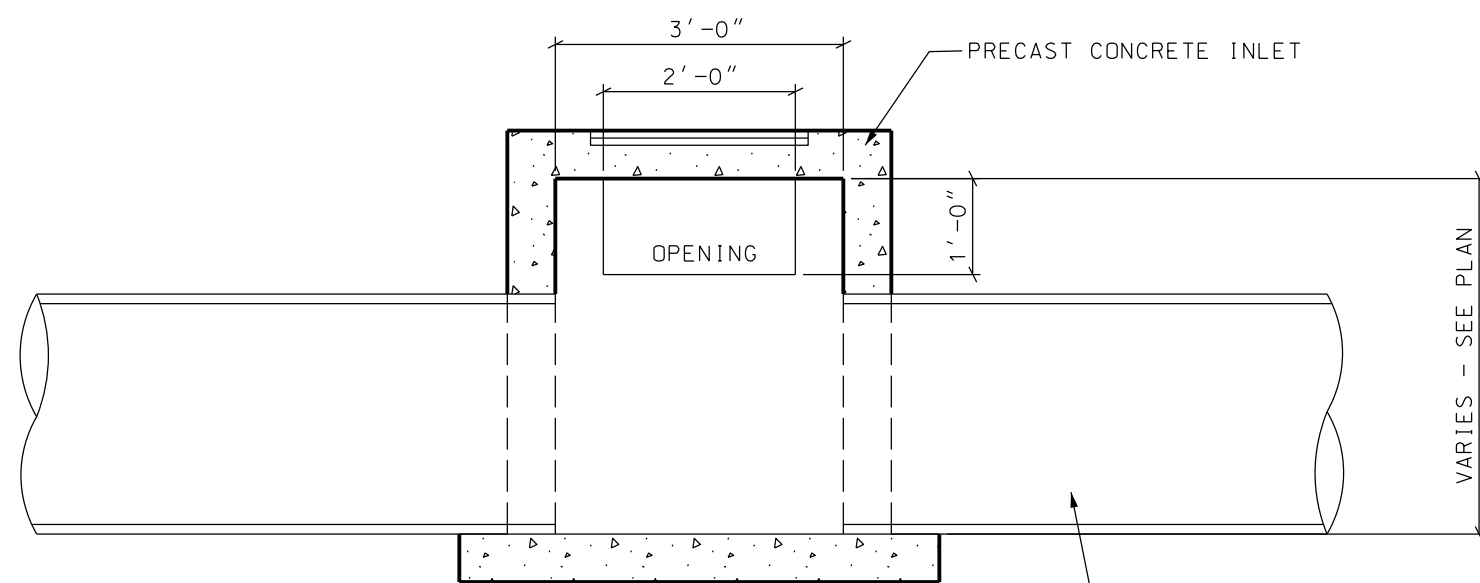
ROCK SILT CHECK DAM DETAIL 3
SCALE: NTS
D3



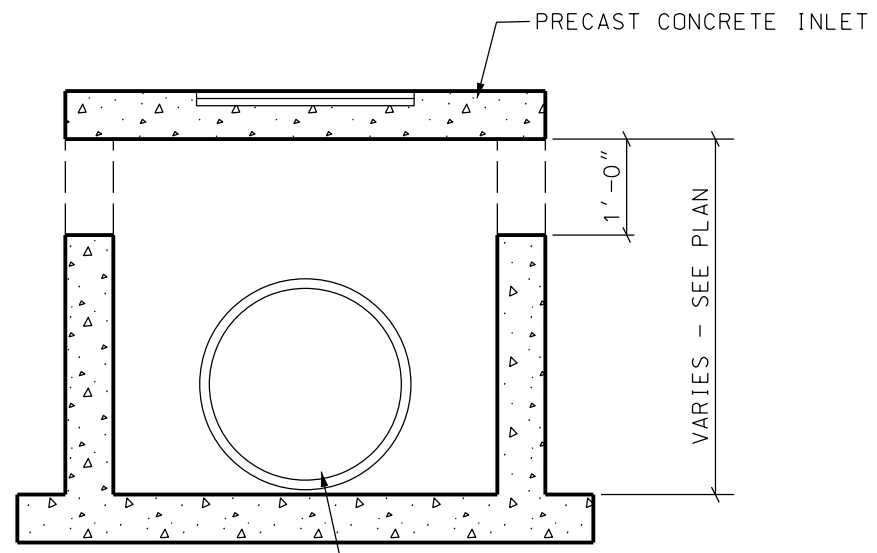
SWALE DETAIL 4
SCALE: NTS
D3



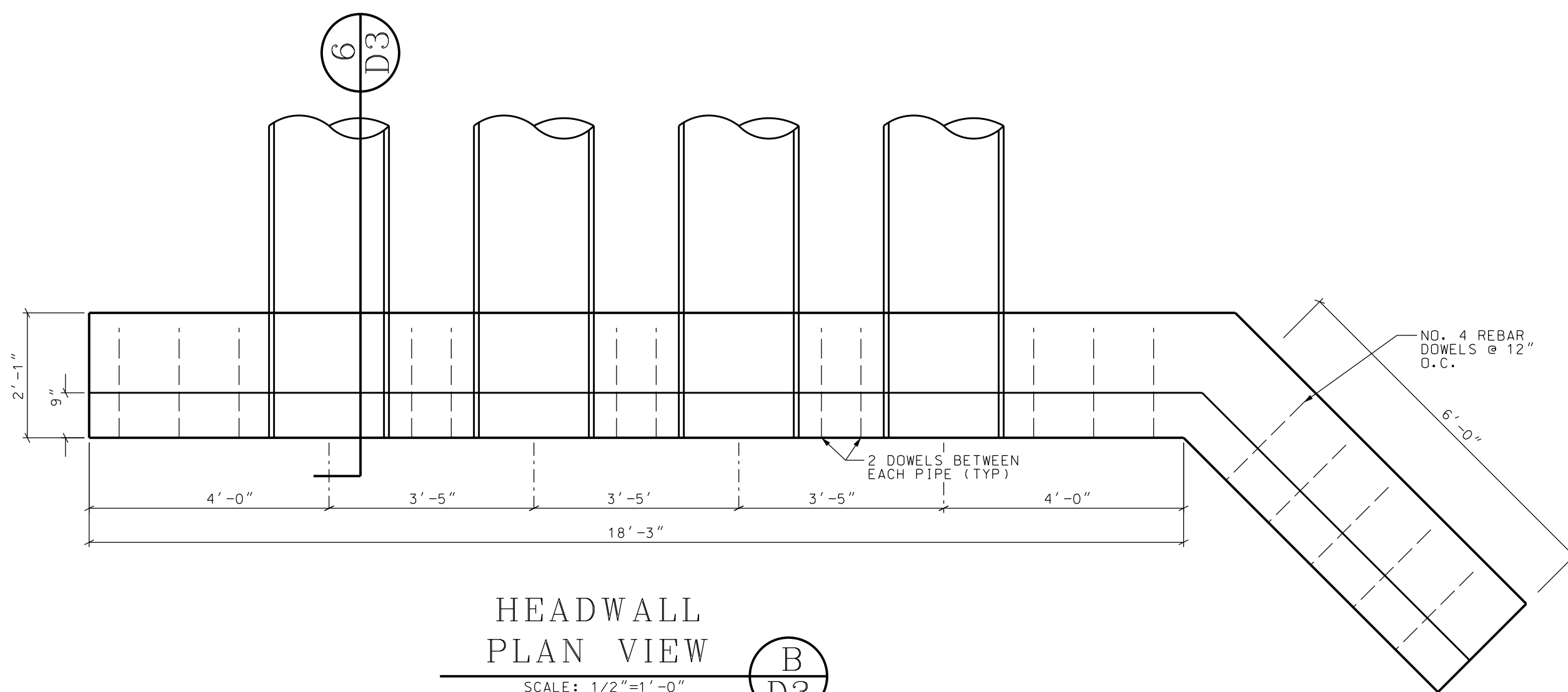
PLAN VIEW A
SCALE: 1/2"=1'-0"
D3



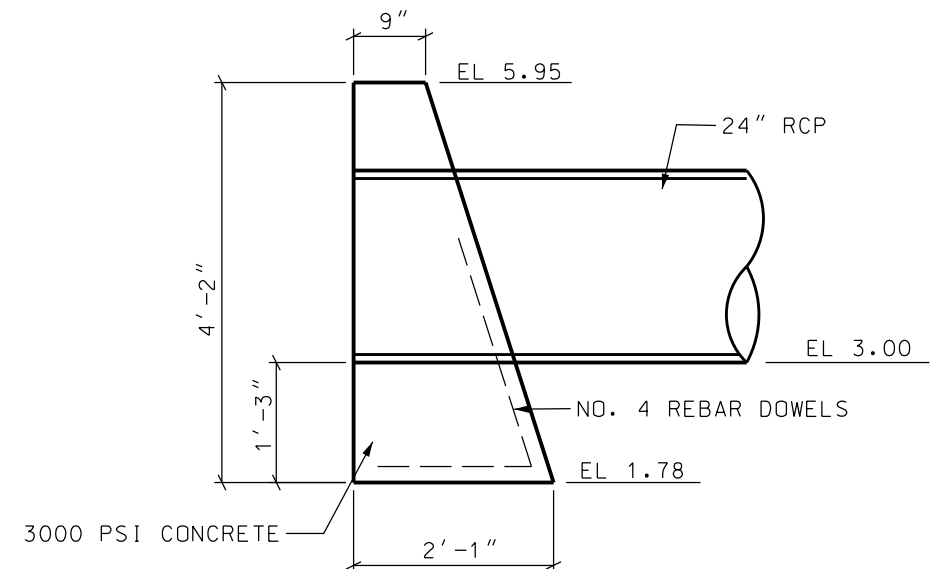
SECTION 4
SCALE: 1/2"=1'-0"
D3



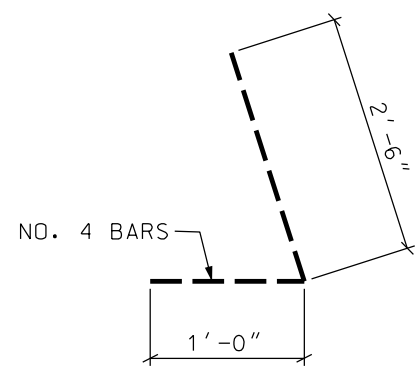
SECTION 5
SCALE: 1/2"=1'-0"
D3



HEADWALL PLAN VIEW B
SCALE: 1/2"=1'-0"
D3



HEADWALL SECTION 6
SCALE: 1/2"=1'-0"
D3



DOWEL DETAIL 7
SCALE: 1/2"=1'-0"
D3

BEFORE YOU DIG! NO ONE CALL (TOLL FREE) 811 (OR 1-800-632-4343) 11-5 THE LAW!

REVISIONS		
BY	NO.	DATE DESCRIPTION

DRAINAGE DETAILS

SALT WYND PRESERVE
PHASE ONE

BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

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

DESIGNED: LES DATE: 2/09/22
DRAWN: LHJ SCALE: AS SHOWN
APPROVED: LES SHEET D3 OF 3

STROUD ENGINEERING, P.A.
107-B COMMERCE STREET GREENVILLE, NORTH CAROLINA 27658
(252) 756-9352 LICENSE NO. C-0647

PRELIMINARY DRAWING
DO NOT USE FOR
CONSTRUCTION

LINWOOD E. STROUD, P.E.

APPLICATION IDENTIFICATION		N.C. DEPARTMENT OF TRANSPORTATION	
Driveway Permit No.	Date of Application 1/24/22	STREET AND DRIVEWAY ACCESS PERMIT APPLICATION	
County: Carteret			
Development Name: Salt Wynd Preserve			
LOCATION OF PROPERTY:			
Route/Road:	Pinners Point Road (SR-1303)		
Exact Distance	1075	Miles	N S E W
		Feet	
From the Intersection of Route No.	SR1303	and Route No.	U.S. Highway 70 Toward Howland Parkway
Property Will Be Used For:	<u>Residential/Subdivision</u>	Commercial	Educational Facilities TND Emergency Services
Other			
Property:	is	is not	within <u>Beaufort</u> City Zoning Area.
AGREEMENT			

- I, the undersigned property owner, request access and permission to construct driveway(s) or street(s) on public right-of-way at the above location.
- I agree to construct and maintain driveway(s) or street entrance(s) in absolute conformance with the current "Policy on Street and Driveway Access to North Carolina Highways" as adopted by the North Carolina Department of Transportation.
- I agree that no signs or objects will be placed on or over the public right-of-way other than those approved by NCDOT.
- I agree that the driveway(s) or street(s) will be constructed as shown on the attached plans.
- I agree that that driveway(s) or street(s) as used in this agreement include any approach tapers, storage lanes or speed change lanes as deemed necessary.
- I agree that if any future improvements to the roadway become necessary, the portion of driveway(s) or street(s) located on public right-of-way will be considered the property of the North Carolina Department of Transportation, and I will not be entitled to reimbursement or have any claim for present expenditures for driveway or street construction.
- I agree that this permit becomes void if construction of driveway(s) or street(s) is not completed within the time specified by the "Policy on Street and Driveway Access to North Carolina Highways".
- I agree to pay a \$50 construction inspection fee. Make checks payable to NCDOT. This fee will be reimbursed if application is denied.
- I agree to construct and maintain the driveway(s) or street(s) in a safe manner so as not to interfere with or endanger the public travel.
- I agree to provide during and following construction proper signs, signal lights, flaggers and other warning devices for the protection of traffic in conformance with the current "Manual on Uniform Traffic Control Devices for Streets and Highways" and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the District Engineer.
- I agree to indemnify and save harmless the North Carolina Department of Transportation from all damages and claims for damage that may arise by reason of this construction.
- I agree that the North Carolina Department of Transportation will assume no responsibility for any damages that may be caused to such facilities, within the highway right-of-way limits, in carrying out its construction.
- I agree to provide a Performance and Indemnity Bond in the amount specified by the Division of Highways for any construction proposed on the State Highway system.
- The granting of this permit is subject to the regulatory powers of the NC Department of Transportation as provided by law and as set forth in the N.C. Policy on Driveways and shall not be construed as a contract access point.
- I agree that the entire cost of constructing and maintaining an approved private street or driveway access connection and conditions of this permit will be borne by the property owner, the applicant, and their grantees, successors, and assignees.
- **I AGREE TO NOTIFY THE DISTRICT ENGINEER WHEN THE PROPOSED WORK BEGINS AND WHEN IT IS COMPLETED.**

2004-07

NOTE: Submit Four Copies of Application to Local District Engineer, N.C. Department of Transportation
61-03419

TEB 65-04rev.

SIGNATURES OF APPLICANT

PROPERTY OWNER (APPLICANT)		WITNESS	
COMPANY	Pearl G. West Trustee	NAME	_____
SIGNATURE	_____	SIGNATURE	_____
ADDRESS	231 Pinner's Point Road	ADDRESS	_____
	Beaufort, NC 28516 Phone No. _____		_____

AUTHORIZED AGENT		WITNESS	
COMPANY	Stroud Engineering, PA	NAME	_____
SIGNATURE	_____	SIGNATURE	_____
ADDRESS	422 Highway 24	ADDRESS	422 Highway 24

Morehead City, NC
28557

Phone No. 2522477479

Morehead City, NC 28557

APPROVALS

APPLICATION RECEIVED BY DISTRICT ENGINEER

SIGNATURE

DATE

APPLICATION APPROVED BY LOCAL GOVERNMENTAL AUTHORITY (when required)

SIGNATURE

TITLE

DATE

APPLICATION APPROVED BY NCDOT

SIGNATURE

TITLE

DATE

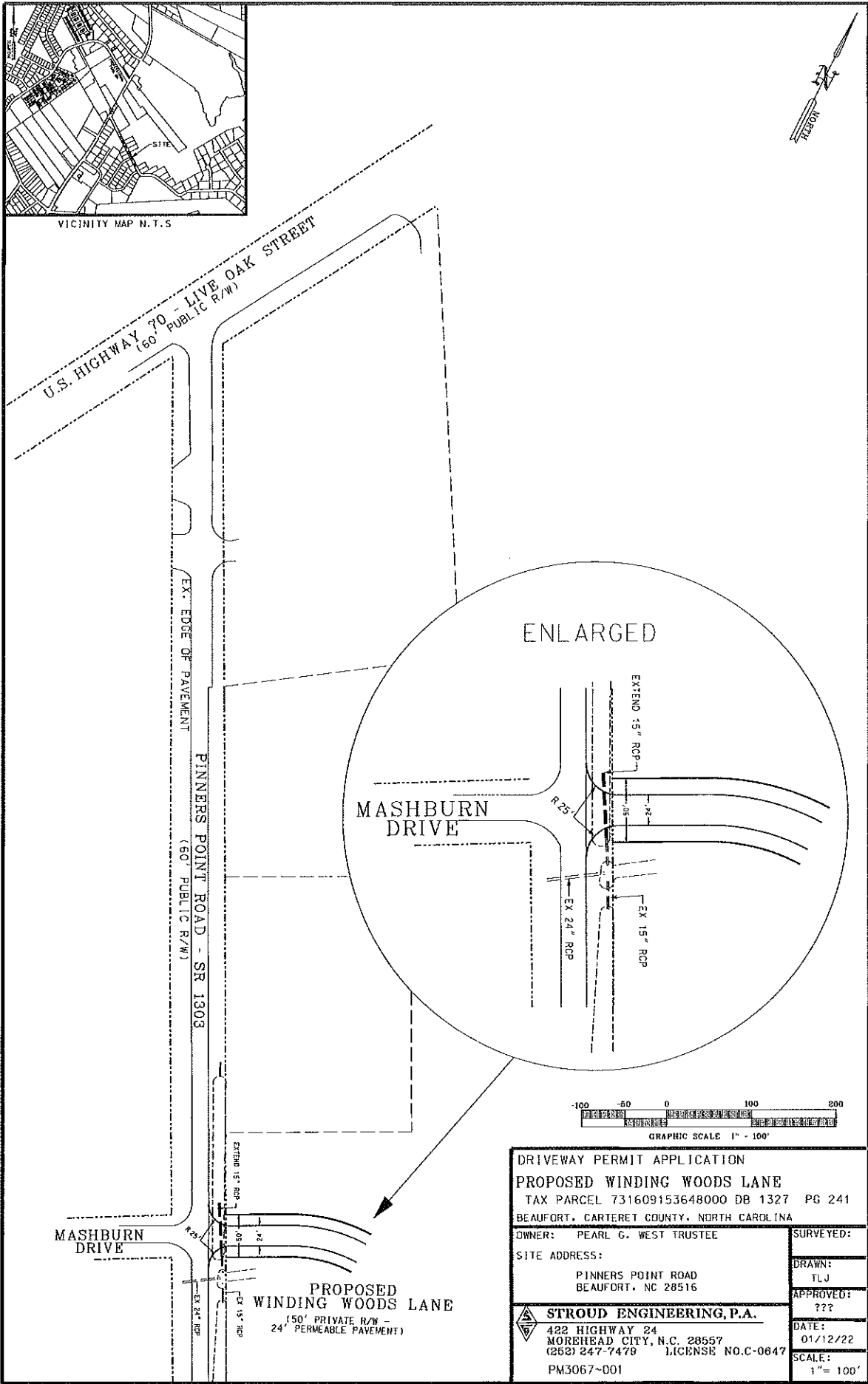
INSPECTION BY NCDOT

SIGNATURE

TITLE

DATE

COMMENTS:



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LOCATION OF PROPERTY:			
Route/Road:	Pinners Point Road (SR-1303)		
Exact Distance	2077	Miles	N S E W
		Feet	
From the Intersection of Route No.	SR1303	and Route No.	U.S. Highway 70 Toward Howland Parkway
Property Will Be Used For:	<u>Residential / Subdivision</u>	Commercial	Educational Facilities TND Emergency Services
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2004-07

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61-03419

TEB 65-04rev.

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	Beaufort, NC 28516 Phone No. _____		_____

AUTHORIZED AGENT		WITNESS	
COMPANY	Stroud Engineering, PA	NAME	_____
SIGNATURE	_____	SIGNATURE	_____
ADDRESS	422 Highway 24	ADDRESS	422 Highway 24

Morehead City, NC
28557

Phone No. 2522477479

Morehead City, NC 28557

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APPLICATION RECEIVED BY DISTRICT ENGINEER

SIGNATURE

DATE

APPLICATION APPROVED BY LOCAL GOVERNMENTAL AUTHORITY (when required)

SIGNATURE

TITLE

DATE

APPLICATION APPROVED BY NCDOT

SIGNATURE

TITLE

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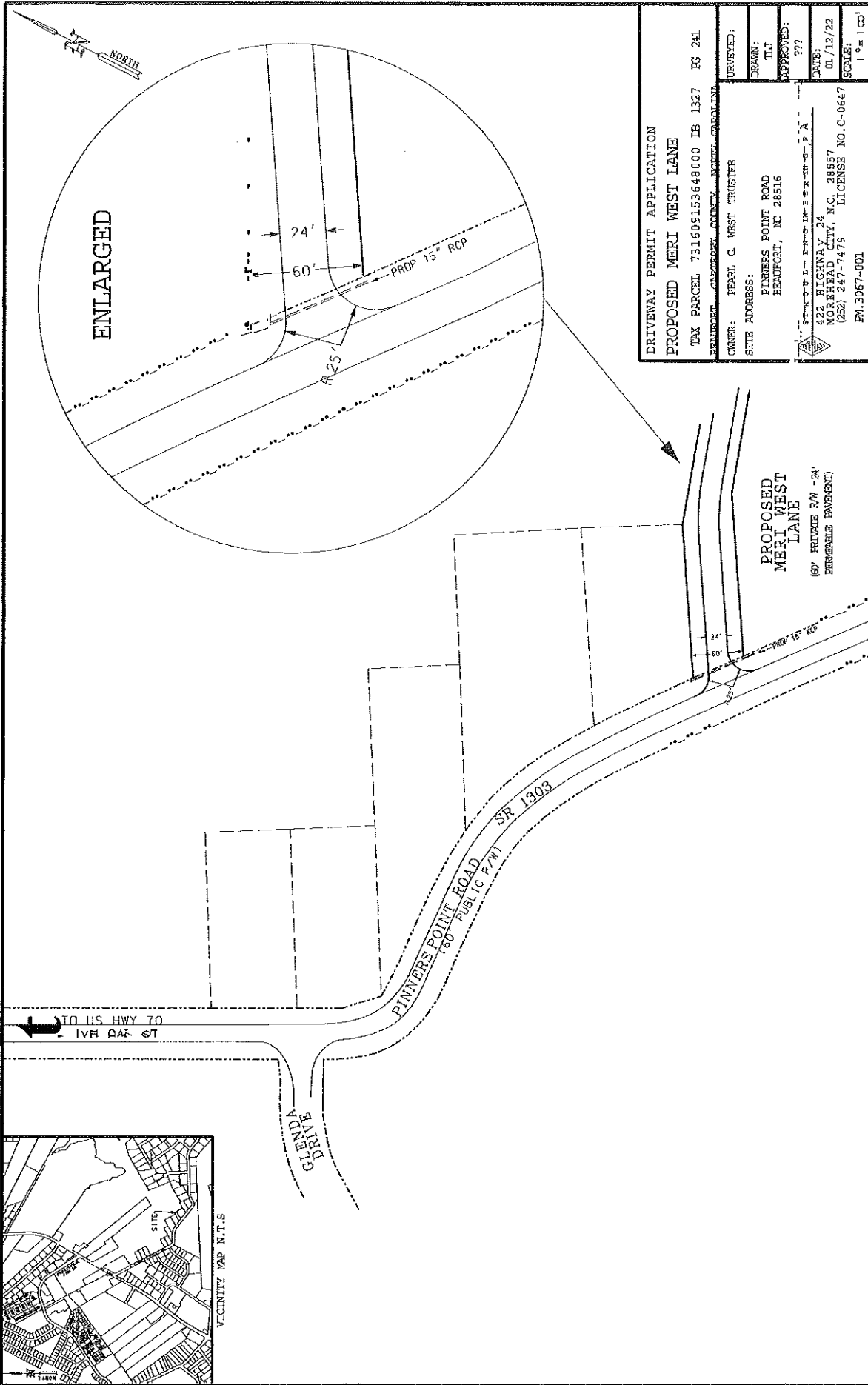
INSPECTION BY NCDOT

SIGNATURE

TITLE

DATE

COMMENTS:



STATE OF NORTH CAROLINA

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
SALT WYND PRESERVE

COUNTY OF CARTERET

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

W I T N E S S E T H:

WHEREAS, Declarant, Beaufort Agrihood Development, LLC, is the owner of certain real property as conveyed to it by deed recorded in Book XXX, page XXX, Carteret County Registry, and Declarant has caused the property described therein to be subdivided into Lots for a Subdivision known as Salt Wynd Preserve, to be developed in three phases, and a plat for the subdivision is recorded in Map Book XXX, page XXX, Carteret County Registry, hereinafter called "Salt Wynd Preserve", or the "Property";

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

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

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

WHEREAS, the Subdivision is part of a R20 zoned subdivision under the Town of Beaufort Zoning and Land Use Ordinances and the Town has imposed as part of the subdivision approval certain architectural requirements which must be adhered to;

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

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

Article I - Definitions

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

- A. "Amenities" shall mean the facilities constructed, erected, installed or set aside on the common areas for the use, benefit and enjoyment of members, including drainage easements, multi-modal paths, sidewalks, roadside swales, ditching, or recreation area(s), etc.
- B. "Association" shall mean and refer to Salt Wynd Preserve Owners' Association, Inc., a non-profit corporation organized and existing under the laws of the state of North Carolina, its successors and assigns, which is established for the administration, maintenance and regulation of the stormwater facilities, roads, sidewalks, paths, amenities and other common areas and facilities assigned to, purchased, or otherwise provided for by the Association for the use and enjoyment of members of the Association.
- C. "CAMA" shall mean the Coastal Area Management Act as set forth in North Carolina General Statute 113A-100 et seq., and any of the rules and regulations promulgated thereunder.
- D. "Committee" shall mean and refer to the Architectural Review Committee.
- E. "Commercial Truck" shall mean any 2 ton or greater motor vehicle.
- F. "Common Areas" shall mean and refer to any and all real property subject to this Declaration which is defined and bounded by properly referenced and recorded plats designated thereon as "common area(s)", "open space", "drainage easements", "sidewalks", "paths", "Roadside Ditches", "streets", "Roads", "private easements" or driveways created by the Declarant to provide access to the streets or roads for more than one Lot, or any area that is set aside for the general use of the members. Common areas shall also include all real property and easement interests owned or assigned by the Association for the common use and enjoyment of members of the Association, which may include but are not limited to entrance ways and signage. (This list of possible amenities is for descriptive purposes only and does not bind the Declarant to construct any or all of said amenities.)
- G. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Salt Wynd Preserve Subdivision, and any amendments thereto as recorded in the Carteret County Registry.
- H. "Declarant" shall mean and refer to Beaufort Agrihood Development, LLC, a North Carolina Limited Liability Company, its successors and assigns. "Declarant" and "Developer" are interchangeable and have the same definition.
- I. "Lot" shall mean and refer to any plot of land within Salt Wynd Preserve Subdivision with or without improvements thereon, which constitute or will constitute after construction of improvements, a single residential site as shown on the plats or plans for Salt Wynd Preserve Subdivision or amendments thereto, recorded in the Carteret County Registry.
- J. "Member" shall mean and refer to any person or other entity which holds membership in the Association.
- K. "Owner" shall mean and refer to the owner of record of fee simple interest in any Lot in the Subdivision, excluding those persons having such interest merely of the security interest for the performance of an obligation.
- L. "Person" shall mean and refer to a natural person, corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

Article II - Properties Subject To This Declaration

Section 1. Applicability.

Lots 1 through 81 as shown on the map of Salt Wynd Preserve Subdivision referred to above are expressly made subject to the operation of these Covenants.

Section 2. Additional Lands.

Declarant at any time prior to December 31, 2031, reserves the right to add or bring additional phases, Lots, or lands under this Declaration by filing in the office of the Register of Deeds for Carteret County, North Carolina, either an applicable amendment or a supplementary Declaration of Covenants and restrictions with respect to the additional Lots, phases, or properties. Said amendments or supplemental Declaration would extend the scheme of development and the binding effect of these Covenants and restrictions on the additional property, and such amendments or supplementary Declarations may contain complementary additions and modifications of these Covenants and restrictions as may be necessary to reflect the different character of the added properties. In no event shall the supplementary declaration revoke, modify or add to these Covenants as they are applicable to the Lots set forth in Article 1 above.

Section 3. Reservations.

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

Article III - Association Memberships and Voting Rights

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

Section 1. Membership.

(a) Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by these Covenants to assessments by the Association shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, By-Laws, rules and regulations. The foregoing is not intended to include persons, or entities who hold an interest in any Lot merely as security for the performance of an obligation. Ownership of record of such Lot shall be the sole qualification for membership. When any Lot is owned of record in tenancy by the entireties, joint tenancy, or tenancy in common or by some other legal form of multiple Ownership, the membership (including the voting power arising therefrom) shall be exercised only as stipulated in Article 2 herein below.

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

vote of the hearing. Determination of violation shall be made by majority vote of the board or the committee thereof.

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

Section 2. Voting and Voting Rights.

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

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

(2) Class B Members. The Class B member shall be the Declarant, and it shall be entitled to nine votes for each Lot in which it holds a fee or undivided fee interest; provided, the class B membership shall cease and be converted to class A membership on the happening of either of the following events, whichever first occurs:

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

(ii) On December 31, 2032.

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

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

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

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

Article IV - Common Area Property Rights

Section 1. Description of Association Common Areas.

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

Section 2. Ownership of Association Properties.

The Declarant by the recordation of the Salt Wynd Preserve plat has dedicated the streets within Salt Wynd Preserve Commons to the private use of Lot owners and their guests and invitees, and all Lot owners and their heirs, successors in interest and assigns, and members of the Association shall have the right of enjoyment of the street. The Association shall have the continuing obligation and duty to maintain said streets and roads. Title to the drainage easements located within the Subdivision is vested in the owner of each lot over which such drainage easement runs, but the Association shall have the continuing responsibility to maintain the drainage easements. Title to the roadside swales and drainage facilities shall be assigned to the Association and it shall be the responsibility of the Association to budget for, maintain, repair and replace the same as part of the common areas and in accordance with State and Local rules and regulations.

Section 3. Sidewalks, Paths, Area Lights, Privacy Fences, Entrance Way and Signage.

It shall be the responsibility of the Association to maintain and pay for all utility charges and maintenance expenses associated with any area lights not specifically assigned to a numbered Lot by a utility company, and the Association shall also maintain any privacy fences installed by the Declarant around a portion or all of the Subdivision boundaries or on any portions of the common areas, including the entrance way and Subdivision entrance signs, landscaping, walls, sidewalks, paths and utilities associated therewith.

Section 4. Easements of Enjoyment.

Every Lot owner shall have a right and easement of enjoyment in and to the common area properties and easements granted herein. Each owner may delegate, in accordance with the by-laws, his right of enjoyment to the common areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. Said rights of use and enjoyment shall be subject to the following provisions:

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

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

Likewise, the Association shall have the right to fine any member an amount not exceeding \$50.00 for each violation of rules and regulations established by the Association.

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

Section 5. Title to the Common Area.

The Declarant hereby Covenants that it will convey fee simple title to the common areas shown on the aforementioned recorded plat to the Association, free and clear of all encumbrances and liens, except utility, drainage easements, and easements to governmental authorities, at such time as 90% of the Lots have been sold.

Section 6. Parking and Use Regulations for Boats, Trailers, Etc.

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

Section 7. AE6 Floodplain Disclosure.

A portion of the Property is located within the FEMA flood hazard area known as AE6. Such Flood hazard areas identified on the FEMA Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. It is therefore disclosed that the lots identified within Exhibit D and Exhibit E that are within the AE6 flood hazard area may become flooded as described above including the roads, utility easements and lot areas themselves, which may interfere with traversing over said roads during the flood event. Owners are hereby advised of this caution and to take the necessary preparations in the event of a forecasted flood event to assure the safety of the property and life.

Section 8. Operation and Maintenance of the Stormwater Management System.

The Association shall be responsible for the maintenance, operation and repair of the Stormwater Management System. Maintenance of the Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance, or other stormwater management capabilities as permitted by the North Carolina Division of Coastal Management. The Association shall be responsible for such maintenance and operation of all elements of the Stormwater Management System located on common areas and Lots. Any repair or reconstruction of the Stormwater Management System shall be as permitted or, if modified as approved by the North Carolina Division of Coastal Management.

(a) Compliance with Permit Conditions. The Association shall operate and maintain the Stormwater Management System in accordance with applicable permits. The permit conditions may include monitoring and record-keeping schedules and maintenance. The Association shall allocate sufficient funds in its budget for operation and maintenance of the Stormwater Management System and maintenance of any wetland mitigation areas unless and until the North Carolina Division of Coastal Management or other applicable governmental authority ("District") determines that the mitigation area(s) is or are successful in accordance with

any applicable environmental resource permits for the Property. The Association shall be obligated to accept any and all obligations under applicable permits when requested by the Declarant.

(b)Mitigation Areas. The Association shall maintain any areas designated on the Property as wetland mitigation areas. The Association shall comply with all applicable permit conditions for such areas, including monitoring and maintenance of wetland vegetation and replanting of wetland vegetation to meet required survival rates, if necessary. The Association shall also maintain any notices or signage in or near preservation areas if required by the District.

(c)Construction Plans. Each Owner shall be responsible at the time of construction of any Improvement to comply with, and not violate, construction plans for the Stormwater Management System and shall comply with the applicable provisions of North Carolina Division of Coastal Management, et seq., and all other governmental regulations. All Owners shall be responsible for maintaining designed flow paths for side and rear drainage as shown in the permitted plans. If the constructed flow path is disturbed or modified, or if any Owner or Lot is not in compliance with any other provisions of the applicable permit(s) or applicable governmental regulations, the Association shall have the authority to enter the Lot, undertake whatever action may be necessary to bring the Lot into compliance, and pass an Individual Assessment for any associated expenses and damages.

(d)Construction Limitations. No owner of any portion of the Property may construct or maintain any Improvement or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas, and drainage easements described in the approved permit(s) and recorded Plat of any portion of the Property, unless allowed by applicable permits or approval is obtained from the District.

(e)Vegetation and Buffers.

(a)Wetland Buffers. Wetland Buffers shall be maintained in their natural vegetated condition. Native vegetation removed or destroyed within the Wetland Buffers in violation of the requirements of North Carolina Division of Coastal Management shall be immediately restored at the sole expense of the Lot owner. Such areas shall be replanted with comparable native vegetative species as were removed or destroyed. Noxious, non-native, invasive, and dead plant material may be removed.

(b)Natural Area. The property intention is to maintain the existing, natural vegetation so as to provide privacy to all Lot owners, maintain the natural beauty of the project, while allowing limited speckled view corridors. Each lot has a minimum Natural Area defined that will be regulated in perpetuity as follows.

(a)A landscape plan must be submitted to the Architectural Review Board prior to any construction or modifications to the Lot. The plan shall include an inventory of all existing trees with a trunk diameter of five inches (5) or larger at four feet (4') above grade and all new trees and shrubs to be planted by the applicant. The plan shall include all plantings, street trees and any other landscaping for the entire lot including the Natural Area.

(b)No person shall cut down or destroy any existing trees over five inches (5") in diameter at four feet (4') above grade within the Natural Area until approved by the Architectural Review Board for extenuating circumstances only.

(c) All existing trees required by the approved landscape plan shall be clearly marked with tape or non-permanent spray paint to protect them from damage during construction. The applicant shall be responsible for replacing any such existing trees that are severely damaged and any new trees that do not survive at least two years after planting.

(f) Storm Water System Maintenance. The Declarant has constructed Storm Water System components upon certain Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lots from time to time. The Association shall be responsible for maintenance, operation, and repair of the Storm Water System components on the Lot. Maintenance, operation, and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Storm Water System shall be authorized and any damage to any Storm Water System component, whether caused by natural or human induced phenomena, shall be repaired and the Storm Water System component returned to its former condition as soon as possible at the expense of the Owner(s) of the Lot(s) upon which the Storm Water System component is located. Storm Water System component shall be maintained in accordance with the permitted plans.

(g) Use of Stormwater Management System. No person shall have the right to pump or otherwise remove any water from any Stormwater Management System for irrigation (excepting water stored on the owner's Lot within retention devices) or any other purpose unless an appropriate permit is granted by the District. No swimming is permitted and no boats or other motorized vehicles may be used (unless used by the Association or District for the purpose of inspection and maintenance of the system) in the Stormwater Management System.

(h) Enforcement. The North Carolina Division of Coastal Management shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System.

(i) Limitations on Amendments. Any amendment to this Declaration that alters the Stormwater Management System beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the common areas, must have the prior approval of the North Carolina Division of Coastal Management.

Article V - Covenants for Dues and Assessments

Section 1. Monthly Assessments for Maintenance Fund.

For each Lot owned within Salt Wynd Preserve, each owner Covenants and agrees, and each subsequent owner of any such Lot Covenants and agrees, that by acceptance of a deed therefor whether or not it is so expressed in such deed, that the owner will pay to the Association the assessments and charges provided for in this Declaration.

(a) Every owner of a Lot in the Subdivision by the acceptance of a deed to the same, which shall be conclusively evidenced by the recording of a deed in the office of the Register of Deeds Covenants and agrees to pay to the Association such annual dues and assessments for maintenance and upkeep of Association properties, capital improvements and the construction of improvements and facilities on or to Association properties, and the administration of properties and facilities assigned to the Association for operation and management, as may established from time to time by the Board of Directors and membership of the Association. Such dues

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

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

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

Section 2. Maximum Monthly or Annual Assessments.

The Board of Directors is authorized to assess and collect its regular dues and assessments on either a monthly, quarterly, semi-annual, or annual basis. Until January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessments shall be \$XXX per Lot, per year pending further notification from the Association.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased each year not more than twenty (20%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased above twenty (20%) percent by a majority vote of the members of the Association who are voting either in person or by proxy, at a meeting duly called for said purpose.

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

Section 3. Special Assessments.

Special Assessments are assessments levied against all Owners proportionately to pay for unanticipated operating expenses, unanticipated maintenance, repair, or replacement of Association Property for which adequate reserves have not been collected, or to pay for any other unanticipated, unbudgeted monetary obligation of the Association.

Section 4. Individual Assessments.

Individual Assessments are assessments levied against a particular Lot owner and Lot for the purposes otherwise stated in the Governing Documents.

Section 4. Notice and Quorum for any Action Authorized Under Sections 2 and 3 Above.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 2 or 3 above shall be sent to all members not less than ten (10) days nor more than twenty (20) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one (51%) percent of all the votes of the membership of the Association who are eligible to vote shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Non-Payment of Assessments.

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

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

Section 6. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. Likewise, the sale or transfer shall not relieve the Lot owner from personal liability therefrom.

Section 7. Suspension or termination of voting rights.

In addition to any other rights the Association may have with regard to non-payment of assessments and dues, the payment of any assessments levied by the Association shall be a prerequisite to the exercise of any voting rights earlier provided for herein and for serving on the Board of Directors of the Association. Any member failing to pay the assessments or dues on his Lot so that the same thereafter become delinquent, shall be deemed ineligible to vote at any annual or special meeting of the membership and shall be deemed ineligible to serve on the Board of

Directors or as an officer of the Association so long as said delinquency continues.

Article VI - Architectural Control, Inspection and Use Restrictions

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

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

(a) Town of Beaufort subdivision requirements. Attached as Exhibit C are the requirements and conditions imposed by the Town of Beaufort as a condition of approval of this development. All design and construction of a dwelling on any Lot shall be required to adhere to and comply with the architectural requirements.

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

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

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

(e) The Committee and its representatives shall have the right, at its election, to enter upon any of the Lots during site preparation or construction, erection or installment of improvements, to inspect the work being undertaken and to determine that such work is being performed in conformity with the approved plans and

specifications an in a good and workmanlike manner, utilizing standard industry methods and good quality materials.

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

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

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

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

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

Section 2. Use Restrictions.

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

(b) Mobile homes, recreational vehicles, trailers, manufactured homes, modular homes, tents and all other structures of a temporary character are expressly prohibited from being placed, put or maintained on any Lot at any time. Provided, this prohibition shall not apply to shelters used by a contractor or builder during the construction of a single-family dwelling so long as said temporary shelter is not used at any time as a resident and said temporary shelter is immediately removed following completion of the dwelling. As used herein, the term "mobile home" and "manufactured home" shall have those definitions and meanings set forth

in N.C. G.S. 41-2.5, N.C. G.S. 143-143.9(6), and N.C. G.S. 143-145(7). Provided, that the width and length of a manufactured home, or mobile home shall be irrelevant and inapplicable as it is the intent of these Covenants to prohibit manufactured homes, modular homes and mobile homes of all sizes regardless of length or width.

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

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

Section 3. Minimum Building Requirements.

No residential structure shall be constructed on any of the residential Lots within the Subdivision unless the residential structure shall contain the minimum square feet of enclosed dwelling area prescribed for such residential structure. Each residential structure shall contain a minimum of 1500 square feet of enclosed dwelling area. As used herein the term "enclosed dwelling area" shall mean the total enclosed heated area within a dwelling, excluding garages, terraces, decks, unenclosed porches, and similar areas. In the event the Declarant specifies a higher minimum square footage of enclosed dwelling area in deeds to purchasers of Lots within the Subdivision than as set forth in this Section, then the higher minimum square footage figure set out in the deed shall be controlling and shall be complied with.

(a) No building shall be erected or allowed to remain on any Lot in said Subdivision within 30 feet of the street abutting the front of each Lot or within 15 feet of any sideline of each Lot, within 10 feet of any side street, or within 25 feet of the rear Lot line, or as said setbacks may be shown on the recorded maps of the Subdivision, whichever is the greater amount of setback. Outbuildings other than the primary structure shall meet the zoning ordinance setback requirements. If due to topography, irregular Lot shape or similar factors directly related to other Lots within the Subdivision, the setbacks herein would create a hardship or burden on an owner, upon written application to the Committee, the Committee is authorized to vary said setbacks the minimum amount necessary in order to provide for a suitable and aesthetically pleasing structure on the subject Lot. However, any such variance by the Committee would be subject to prior approval by the Town of Beaufort or other governmental agency having authority over the issuance of building permits and enforcement of Subdivision or zoning setback requirements.

(b) The exterior of all houses and other structures must be completed within twelve (12) months after construction is commenced, except under such circumstances where such completion is impossible or would result in great hardship to the owner or

builder due to strikes, fires, national emergency or natural calamities. No house may be occupied unless it has been built substantially in accordance with the approved plans and specifications as approved by the Committee and a certificate of completion has been issued by the appropriate governmental inspector. During all periods of construction, the Lot owner shall be responsible for providing suitable receptacles for debris, trash, building materials, and the like, and shall be responsible for insuring that trash and debris from construction activities does not move to or accumulate on adjoining properties, the Subdivision streets or roads, or common areas. Additionally, each Lot owner shall be responsible for the damages to Subdivision roads, utilities, and vegetation within the common areas, on adjoining Lots, or within the Subdivision roads and utility easements, as may be caused by the acts or omissions of each Lot owner's contractors, subcontractors, material suppliers, agents or employees.

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

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

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

(f) A minimum of 50% of the Lot area (including areas within easements which may require clearing) shall be set aside and preserved in order to reduce the amount of stormwater run-off and destruction of existing vegetation, herein known as "Natural Area". Each Lot owner shall be prohibited from cutting, killing, or otherwise providing for the removal either directly or indirectly of any tree on any Lot within the Subdivision exceeding four inches in diameter except for any tree or vegetation not within the Natural Area as may be required for the proposed improvements on the Lot, or suitable safety zone around the same, or driveway or view corridor, without the prior written approval of the Architectural Review Committee. Additionally, each Lot shall comply with the maximum amount of impervious surface allowed on each Lot herein know as Built-upon Area and contemplated in Exhibit D. Each Lot owner may only clear a 16' wide pervious driveway within the 30' front setback of the lot. The Architectural Review Committee is authorized to allow the cutting or removal of trees that are diseased

or damaged, or constitute a potential damage to structures, automobiles or persons on the subject Lot or adjoining Lots. The Committee shall be guided by the intent of the Declarant herein that existing vegetation within the Natural Area be protected.

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

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

(i) All driveways leading from the Subdivision road to the dwelling and/or structure located on said Lots shall be constructed of a pervious material as approved by the Architectural Review Committee. The layout of driveways so that the structures are hidden from the Subdivision road is highly recommended.

(j) No campers, boats, recreational vehicles or commercial trucks shall be parked at any time on any Lot unless the same is enclosed within a garage or accessory building which has been approved by the Architectural Review Committee.

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

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

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

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

Section 4. Nuisances, Inoperable Vehicles, Etc.

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

(b) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or a nuisance to the neighborhood. No horses, fowl, livestock or other animals shall be allowed on any of the Lots without prior approval and in accordance with Town of Beaufort restrictions, except that Lot owners actually residing upon their Lots may keep pets which are customarily domesticated, tame and considered house pets such as dogs, cats and birds. Pets will be on a leash and under the owner's control at all times.

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

Section 5. Signage and Political Signs.

Without the prior written permission of the Architectural Review Committee, no sign of any character shall be displayed on any Lot except for a property identification sign not exceeding two square feet, and "for sale" signs not exceeding three square feet in size each that may only be placed by the Declarant. All signs must be professionally designed and built so that the appearance of signage is uniform. Nothing herein shall prohibit the Declarant from erecting, placing or maintaining such signs as may be deemed necessary or appropriate by the Declarant for carrying out the Declarant's identification and marketing of the Subdivision. Political signs may be displayed not earlier than 45 days before the day of the election and not more than 7 days after the election for which the signs are directed, and the Association Board may regulate the size and number of such signs that may be placed on an owner's Lot so long as the rules are not more restrictive than the Town of Beaufort's restrictions regarding the size and number of political signs on residential property. The Board shall adhere to the requirements of NCGS 47F-3-121, as amended with regard to such regulations.

Section 6. Subdividing.

Except as to any Lot still owned by the Declarant, no Lot shall be further subdivided, or its boundary lines changed, except with the prior written consent of the Declarant. Likewise, no Lot shall be used as a street, road, lane, way or easement over which access may be obtained from a Salt Wynd Preserve Subdivision Lot to adjacent properties without the specific written consent of the Declarant. In the event the Declarant hereafter determines it necessary to alter or change any boundary lines or Lot, then a revised plat of said Subdivision or Article thereof subject to the alteration or change shall be recorded, and all such Lots thereon shall be subject to the terms and conditions of these Covenants.

Section 7. Lot Re-combinations.

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

Section 8. Stormwater Restrictions on Built-Up Area and Related Restrictions.

In order to comply with the rules and regulations of the North Carolina Division of Coastal Management and other state agencies with regard to stormwater runoff and the State Stormwater Management Permit XXX as issued by the Division of Water Quality under NCAC-2H-10005, and to meet the Town of Beaufort's maximum impervious Lot coverage requirements under its ordinances, each owner of a Lot shall be restricted to maintain the Natural Area when clearing the Lot and constructing and using as "built-upon" area not more than the specified square footage of impervious coverage of each Lot within its boundaries as herein specified in Exhibit D, inclusive of that portion of the right-of-way between the front Lot line and the edge of the pavement, including structures, pavement (asphalt, concrete, gravel, brick, stone, slate and coquina) but not including raised, open wood decking or the water surface of swimming pools. "Built-upon area" is defined as that portion of a residential Lot that is covered with impervious or partially pervious cover including buildings, pavement, recreation facilities, etc., but not including open decking. The square footage per Lot as described in Exhibit D shall be the maximum built-upon area allocated to each Lot in the subdivision and any request for additional built-upon area in excess of the permitted amount will require an allocation from any remaining built-upon area available to the Property. For those Lots which contain CAMA's Area of Environmental Concern area, only the improvement(s) described in Exhibit will be permitted by the Committee and whereas DCM may calculate a different maximum Lot built-upon area, the governing Lot BUA shall be the more restrictive of the two numbers.

All runoff from built-upon areas on the Lot must drain into the permitted storm water system either through roof drain gutters, or grading the Lot. The State of North Carolina and the Town of Beaufort are third party beneficiaries to the provisions of this paragraph and may enforce the same through proceedings, in law or in equity. The filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the Subdivision except for average driveway crossings, is strictly prohibited by any owner, Declarant or third-party person, firm or corporation.

Section 9. Compliance with Environmental Regulations.

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

Section 10. Wetlands.

Declarant has caused to be shown and delineated on a wetlands survey plat (herein wetlands survey) all wetland areas. All of the Properties subject to this Declaration shall also be subject to the special provisions herein relating to wetlands. Declarant shall have the authority and right to restrict and prohibit any future filing or other detrimental activities in the wetland areas which presently exist within the identified areas of the Property. Accordingly, all wetlands shown and delineated on the wetlands survey shall be maintained in perpetuity in their natural or mitigated condition unless written permission or consent is secured from Federal and/or State Agencies. No person or entity shall fill, grade, excavate, or perform any other land disturbing activities; nor cut, remove, or harm any

vegetation; nor construct any structures, nor allow animal grazing or watering or any other agricultural use on such conservation area, except with prior written consent. Benign structures, such as pile-supported walkways and/or docks, are allowed on Lots herein specified in Exhibit D and may be permissible only after reviewed and written consent is provided by the U.S. Army Corps of Engineers to the Owner and the Architectural Review Committee. This covenant may be enforced by both the State of North Carolina and the United States of America. These covenants and conditions are to run with the Property and shall be binding on the Declarant and all future owners of Lots and all parties claiming thereunder.

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

Section 11. Rentals.

Only long-term rentals for periods of not less than three (3) continuous months of Lots and houses thereon shall be allowed. Rentals for periods less than three (3) months duration is prohibited.

Section 12. Vehicle Use.

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

Section 13. Exclusive Right to Sell.

Until such time as described in Section 2a(2) when Declarant has converted its' remaining Class B shares into Class A shares, the Declarant shall have the exclusive right to list and sell all Properties with the Project. Each owner Covenants and agrees, and each subsequent owner of any such Lot Covenants and agrees to this section.

Section 14. Recreational Amenities.

Parks, recreational amenities and other common areas and facilities assigned to, purchased, or otherwise provided for by the Association for the use and enjoyment of members of the Association are provided on a first come, first serve basis for the sole use of Owners and their guests. At no time may these facilities be used by people outside of the Association at the invitation of Owners and/or their guests. The Committee may draft and enforce additional restrictions regarding these areas as may be required. Use of these facilities are a privilege and not a right of Owners within the Association if said Owner abuses said privilege, destroys common area property and/or monopolizes its use. All Owners and their guests waive all liability to the Association during their use of the common areas and facilities.

Article VII - Easements

Section 1. Utility Easements.

The Declarant reserves unto itself a perpetual, alienable and releasable easement and right-of-way on, over, under, through and upon the ground with men and equipment to erect, maintain, and inspect, repair and use electric and telephone poles, wires, cables, conduits, sewers, water mains and pipes and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewage, water and community utilities or conveniences in and over the front fifteen feet of each Lot and five feet along one side line of each Lot and such other areas as may be shown on the recorded map of the Subdivision, together with the right to cut drainways for surface water whenever action may appear to the Declarant to be necessary in or to maintain reasonable standards of health, safety and appearance.

These easements and rights-of-way expressly include the right to cut trees, bushes or shrubbery, grading of the soil, or to take similar actions reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Declarant further reserves the right to assign said easements to one or more public or private water and/or sewer utility companies for service to each Lot in the future. The Declarant further reserves the right over the front fifteen feet of each Lot for sidewalk infrastructure.

Section 2. Street Lighting.

The Declarant reserves the right to subject the real property in this Subdivision to a contract with the utility company serving the property for the installation of underground electric cables which may require an initial contribution and/or the installation of street lighting, which will require a continuing monthly payment to the applicable electrical utility company by the owner of each lot or the Association.

Section 3. Drainage Easements.

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

Section 4. Subdivision Identification Signs.

The Declarant reserves the right to place gates, signs, fencing, brick or stucco walls, or other appropriate structures identifying Salt Wynd Preserve Subdivision within the subdivision as well as one or more areas adjacent to or in close proximity to the intersection of all public access roads so as to identify said Subdivision and to protect the privacy and well-being of owners and residents. In the event any part of the walls, fencing or structures encroach onto any Lot, said encroachment may continue and the Declarant reserves the right to go on, over, under, through and upon the ground of such portion of the Lots as may be necessary in order to make repairs or alterations to said walls and signs.

Section 5. Stormwater Swales and Drainage Easements.

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

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

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

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

Article X - Violations

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

Article XI - Invalidation

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

Article XII - Initial By-Laws of Salt Wynd Preserve Owners Association, Inc.

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

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

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

BEAUFORT AGRIFOOD DEVELOPMENT, LLC

By: _____

Member Manager

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

I, _____ a Notary Public, in and for said County and state, do hereby certify that Beth Clifford Member Manager for Beaufort Agrihood Development, LLC, personally appeared before me this day and acknowledge the due execution of the foregoing instrument for and on behalf of Beaufort Agrihood Development, LLC and acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and on behalf of the limited liability company.

Witness my hand and official seal or stamp this the day of XXX, 2021.

Notary public

My commission expires:

EXHIBIT A
By-Laws of Salt Wynd Preserve Owners Association, Inc.

Lot	Gross Lot Area	Building Envelope	Natural Area (minimum)	Built-upon Area (maximum)	Building within Area of Environmental Concern	AEF Floodplain
1	21,571	9,527	10,786	4,000	N/A	No
2	20,239	10,248	10,120	4,000	N/A	No
3	20,180	10,197	10,090	4,000	N/A	Yes
4	21,413	9,355	10,707	4,000	N/A	Yes
5	24,421		12,211	4,000	N/A	Yes
6	20,441		10,221	4,000	N/A	Yes
7	23,493		11,702	4,000	N/A	No
8	22,740		11,370	4,000	N/A	Yes
9	21,593		10,757	4,000	N/A	Yes
10	22,237		11,119	4,000	N/A	Yes
11	22,518		11,259	4,000	N/A	Yes
12	21,289		10,645	4,000	N/A	Yes
13	23,089		11,545	4,000	N/A	Yes
35	22,881		11,441	4,000	Yes	Yes
36	21,118		10,559	4,000	Yes	Yes
37	29,706		14,853	4,500	Yes	Yes
38	32,042		16,021	4,500	Yes	Yes
39	24,394		12,197	4,000	Yes	Yes
40	29,944		14,972	5,000	Yes	Yes
41	25,402		12,701	5,000	Yes	Yes
42	27,098		13,949	5,000	Yes	Yes
43	50,263		25,132	6,500	Yes	Yes
44	34,128		17,064	5,000	Yes	Yes
45	38,210		19,105	5,000	Yes	Yes
46	30,455		15,228	4,500	Yes	Yes
47	29,423		14,712	4,500	N/A	Yes
48	29,148		14,574	4,500	N/A	Yes
49	20,698		10,349	3,500	N/A	Yes
50	23,075		11,538	3,500	N/A	No
51	21,923		10,962	4,000	N/A	Yes
52	21,078		21,078	4,000	N/A	Yes
53	54,092		27,046	5,000	N/A	Yes
54	36,301		18,151	4,000	N/A	No
55	38,728		19,364	4,000	N/A	No
56	25,189		12,595	3,500	N/A	No
57	56,584		28,292	4,500	N/A	No
58	31,805		15,903	4,000	N/A	No
59	29,383		14,692	3,500	N/A	No
60	21,739		10,870	3,500	N/A	No
61	25,145		12,573	3,500	N/A	No
62	22,312		11,156	3,500	N/A	No
63	20,245		10,123	3,500	N/A	No
64	20,484		10,242	3,500	N/A	No
65	20,314		10,157	3,000	N/A	No
66	22,166		11,083	4,000	N/A	No
67	27,109		13,555	4,000	N/A	No
68	27,645		13,823	4,000	N/A	No
Total	1,389,248			194,000		

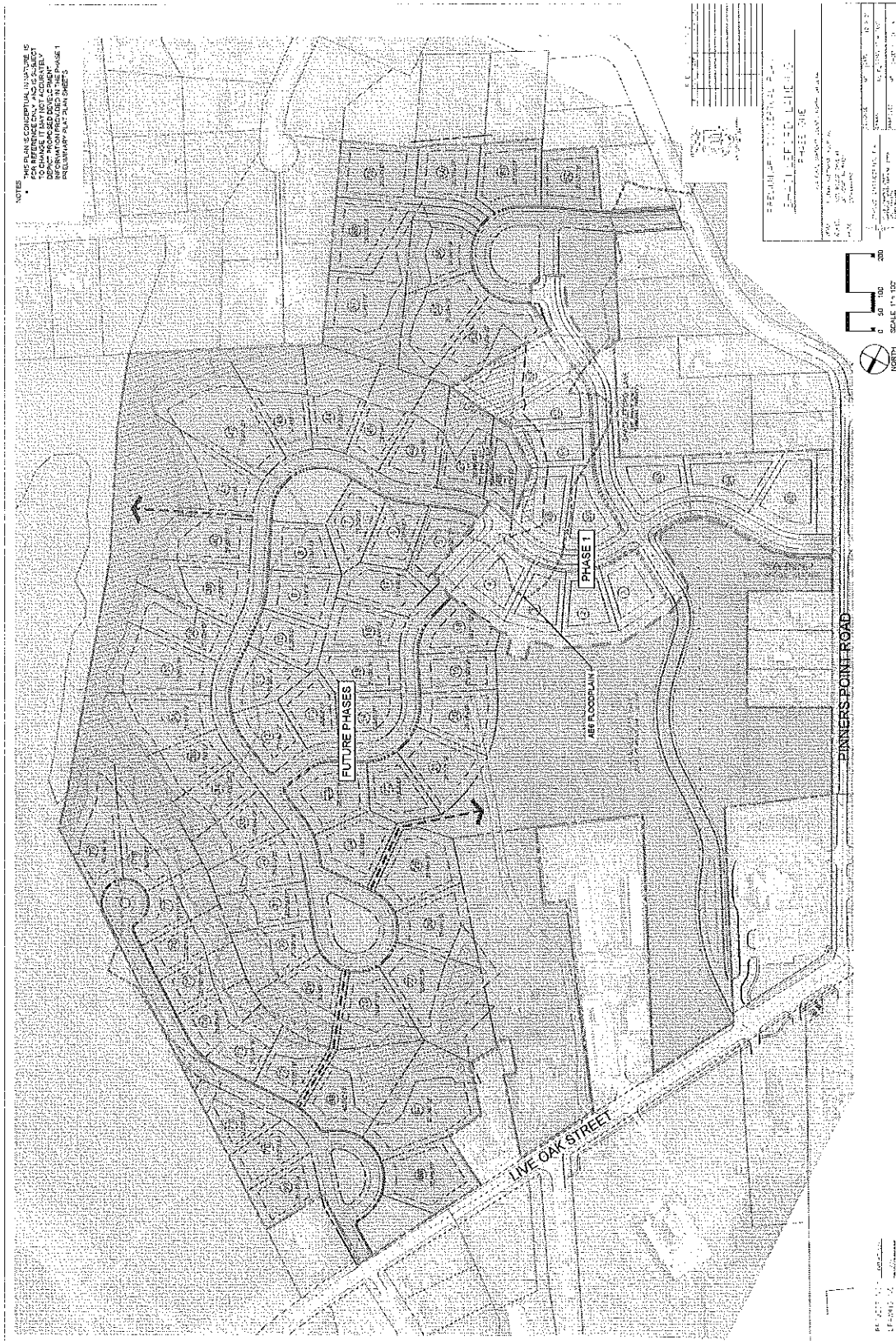
EXHIBIT B
Articles of Association of Salt Wynd Preserve Owners Association, Inc.

EXHIBIT C
Subdivision Restrictions imposed by the Town of Beaufort

EXHIBIT D
Lot Specific Requirements and Restrictions (in square footage)

- ¹ Gross Lot Area minus setbacks
- ² Synonymous with Impervious Coverage
- ³ Parks and non residential use

EXHIBIT E
FEMA AE6 Floodplain





January 21, 2022

Beaufort Agrihood Development, LLC
312 Hendrick Street
Beaufort, North Carolina 28516

Attn: Ms. Beth Clifford

Re: Revised Report of Soil Subgrade Investigation
Proposed Shackleford Landing Agrihood
Live Oak Street and Pinners Point Road
Beaufort, North Carolina
Terracon Project Number 72221001

Dear Ms. Clifford:

Terracon Consultants, Inc. is pleased to submit this Report of Soil Subgrade Investigation for the above referenced site. This assessment was performed in accordance with Terracon Proposal Number P72221001, dated January 5, 2022. It is our understanding that the work is required to assist with the design of pavements for the proposed subdivision, which may include permeable pavements. This report discusses the fieldwork performed, the laboratory tests assigned, the results of these tests and a short discussion of our findings.

1.0 FIELD EXPLORATION

The field exploration was performed on January 7, 2022. Four locations were designated for testing in accordance with a drawing provided by Stroud Engineering. The test locations, along the proposed street alignments, were located in the field using a hand-held GPS. The soil subgrade was explored by advancing hand auger borings for the purpose of determining the Seasonal High Water Table (SHWT) and to obtain representative soil samples for laboratory testing. At the time of our site visit, the site was a combination of open fields and thickly wooded areas. Paths had been cut through the wooded portions of the site that allowed for easier access.

A composite soil sample from Test Locations 1, 3 and 4 was obtained for laboratory testing. Test Location 2 was visually classified as a clayey sand, noticeably more clayey than the other samples, and was not included in the laboratory testing. The water table at this location was also higher than the other test locations.



Terracon Consultants, Inc. 314 Beacon Drive, Winterville, NC 28590
P [252] 353-1600 F [252] 353-0002 terracon.com Registered NC F-0869

Soil Subgrade Investigation

Shackleford Landing Agrihood ■ Beaufort, NC
January 21, 2022 ■ Terracon Project No. 72221001



SHWT at this location is at a depth of 26 inches. The water table at the time of testing was at 45 inches.

Test location 4 – According to the USDA Soil Survey of Carteret County, is mapped as an Altavista loamy fine sand, 0 to 2 percent slopes. This soil is moderately well drained, with moderate permeability. This test location was in the taller pine trees at what was perceived to be a higher elevation. At this location, orange and brown silty sand with gray mottles (redoximorphic colors) were encountered at a depth of 40 inches below grade. Based on our fieldwork, the SHWT at this location is at a depth of 40 inches. The encountered soils became increasingly clayey with depth. The water table at the time of testing was at 75 inches.

Boring logs and infiltration testing data are attached with this report.

4.0 DISCUSSION

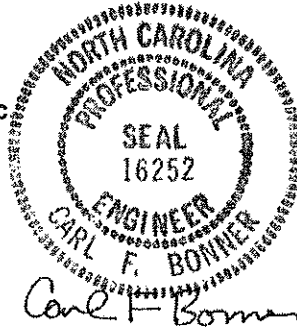
Test locations 1, 3 and 4 encountered similar silty sand and appeared to be suitable for street subgrades.

Test location 2, which appeared to be at a lower elevation and near a drainage feature encountered a higher groundwater table. These soils, which were classified in the field as a clayey sand, will likely require moisture conditioning and/or undercutting and replacement in order to be suitable for street subgrades.

As always, we appreciate this opportunity to be of service. Should you have any questions regarding the services provided to date, or if we can be of further assistance, please contact us at your convenience.

Sincerely,
Terracon Consultants, Inc.

Carl F Bonner
Carl F. Bonner, PE
Principal / Office Manager



Carl F Bonner

BR

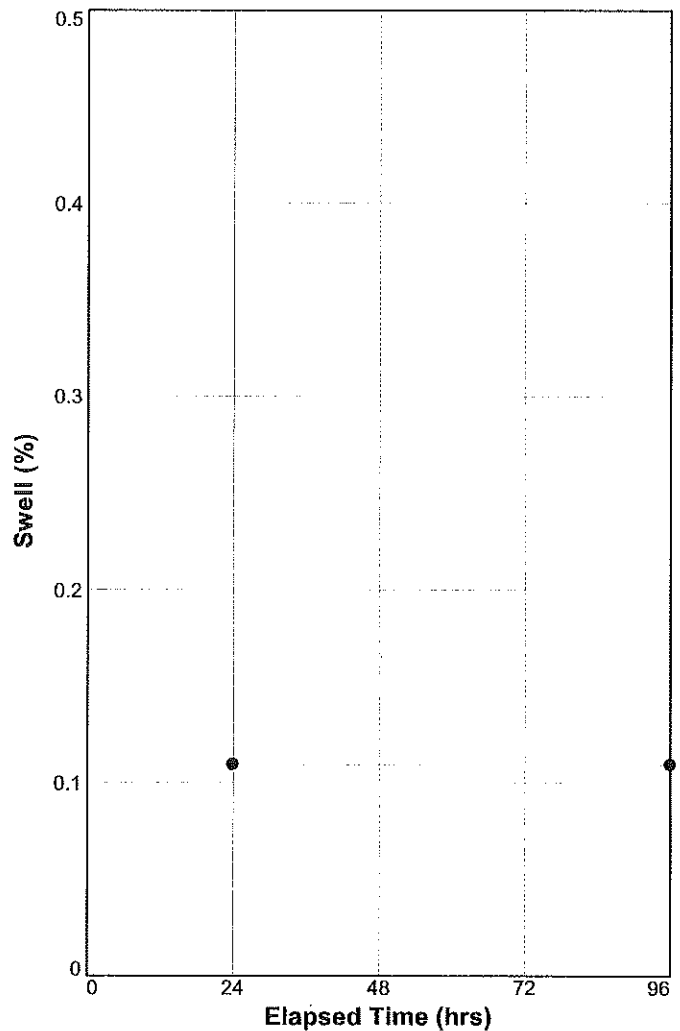
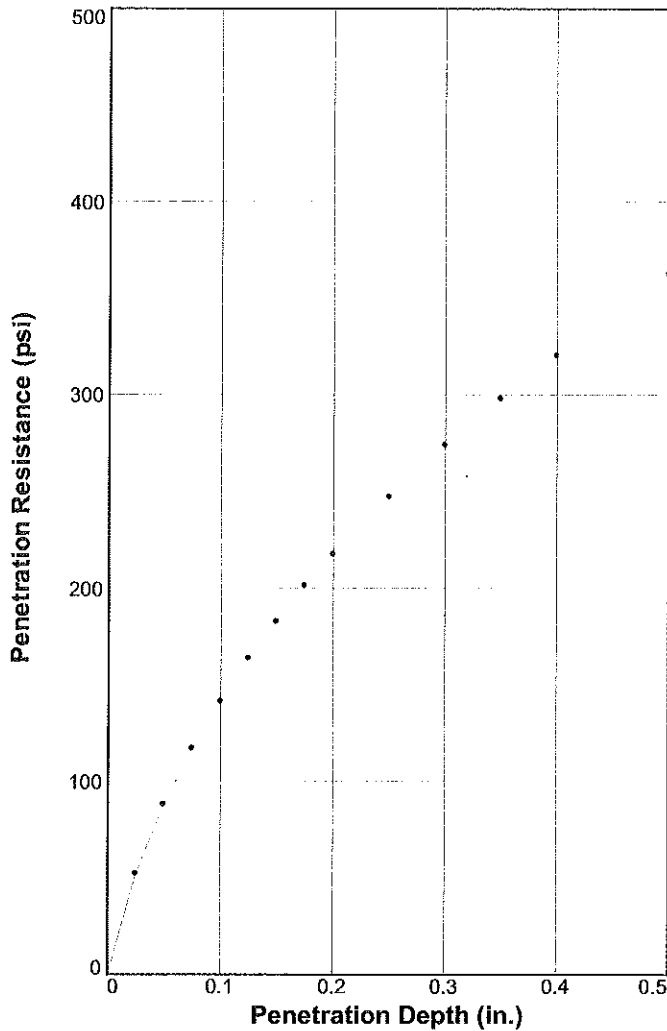
Branson Rogers
Geotechnical Professional

Attachments

BEARING RATIO TEST REPORT

ASTM D 1883-07

1.



	Molded			Soaked			CBR (%)		Linearity Correction (in.)	Surcharge (lbs.)	Max. Swell (%)
	Density (pcf)	Percent of Max. Dens.	Moisture (%)	Density (pcf)	Percent of Max. Dens.	Moisture (%)	0.10 in.	0.20 in.			
1	113.5	96	11.6	113.3	95.9	14.0	14.1	14.5	0.000	10	0.1
2											
3											

Material Description	USCS	Max. Dens. (pcf)	Optimum Moisture (%)	LL	PI
Tan brown and gray clayey fine sand	SC	118.2	11.9	24	10

Project No: 72221001
Project: Shackleford Landing Soil Testing
Location: Live Oak Street & Pinners Point Road; Beaufort, NC
Sample Number: 221001-1 **Depth:** 1-2.5 ft
Date: 1-12-22

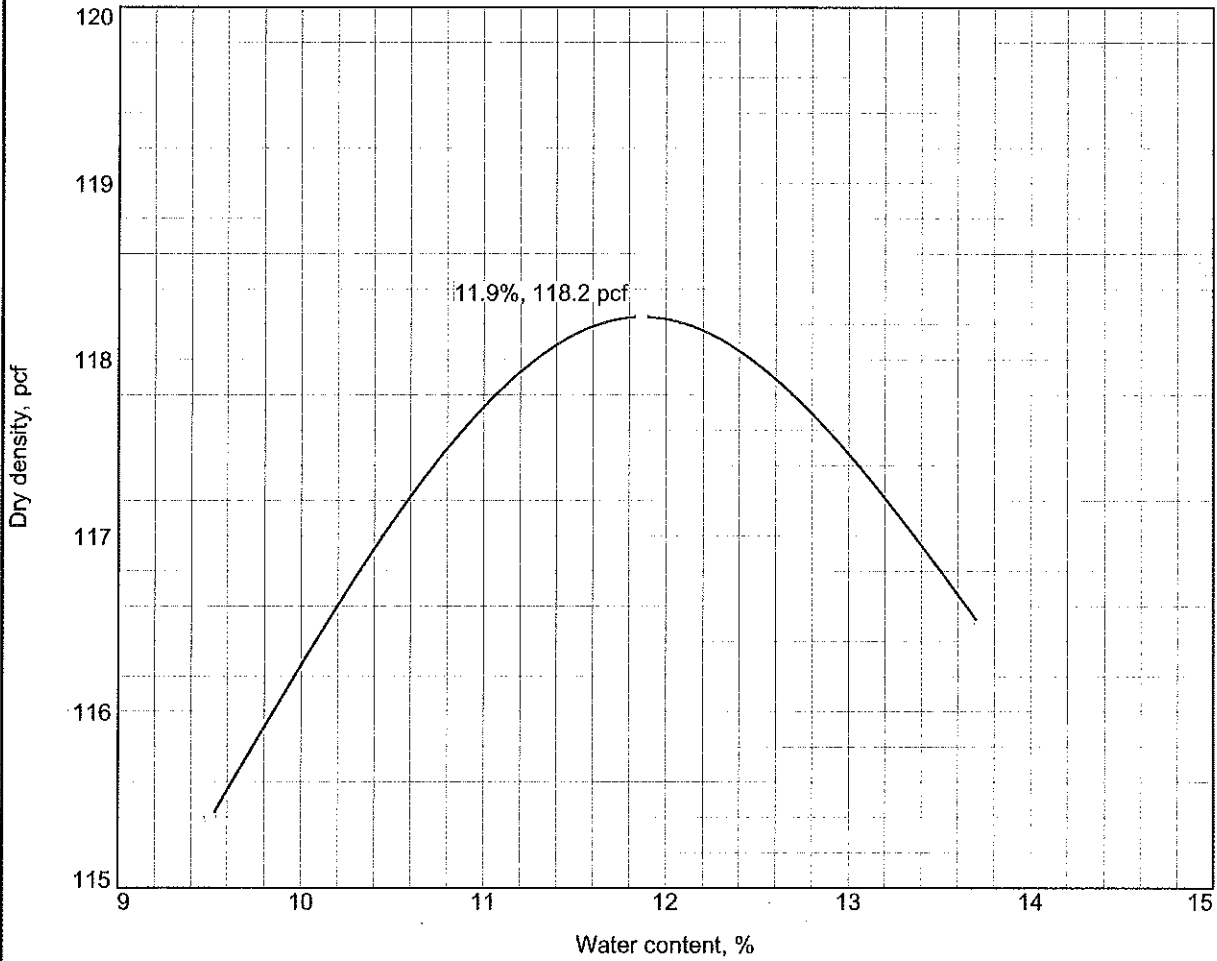
Test Description/Remarks:
 ASTM D1883; Soaked

 Proposed soil subgrade for street;
 Natural moisture is 17.7%

BEARING RATIO TEST REPORT
Terracon Consultants, Inc.

Figure CBR-1

COMPACTION TEST REPORT



Test specification: ASTM D 698-12 Method A Standard

Elev/ Depth	Classification		Nat. Moist.	Sp.G.	LL	PI	% > #4	% < No.200
	USCS	AASHTO						
1-2.5 ft	SC	A-2-4(0)	17.7%		24	10	0.0	29.7

TEST RESULTS	MATERIAL DESCRIPTION
Maximum dry density = 118.2 pcf Optimum moisture = 11.9 %	Tan brown and gray clayey fine sand
Project No. 72221001 Client: Beaufort Agrihood Development, LLC Project: Shackleford Landing Soil Testing Live Oak Street & Pinners Point Road; Beaufort, NC 28516 Location: On site excavation Sample Number: 221001-1 Terracon Consultants, Inc. Winterville, North Carolina	Remarks: Proposed soil subgrade for project street
Figure 221001-1	

Tested By: LW

Checked By: LW

BORING LOG NO. Test 2

PROJECT: Shackelford Landing Soil Testing

CLIENT: Beaufort Agrihood Development, LLC
Beaufort, NC

SITE: Live Oak Street & Panners Point Road
Beaufort, NC

GRAPHIC LOG LOCATION See Exhibit A-2
Latitude: 34.7310° Longitude: -76.6312°
Approximate Surface Elev.: 4 (FL) +/-
ELEVATION (FL)

DEPTH (Ft)
WATER LEVEL OBSERVATIONS
SAMPLE TYPE

DEPTH	DESCRIPTION	ELEVATION (FL)	DEPTH (Ft)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE
0.3	TOPSOIL , 4 inches	3.5+/-			
1.0	SILTY SAND (SM) , dark gray	3+/-	1		
2.5	CLAYEY SAND (SC) , orangish yellow	1.5+/-	2	▽	

Boring Terminated at 2.5 Feet

Stratification lines are approximate. In-situ, the transition may be gradual.
SHWT= 12 inches

Advancement Method:
Hand Auger

Abandonment Method:

See Exhibit A-3 for description of field procedures.
See Appendix B for description of laboratory procedures and additional data (if any).
See Appendix C for explanation of symbols and abbreviations.
Elevations were interpolated from a topographic site plan.

Notes:

WATER LEVEL OBSERVATIONS

▽ While sampling



314 Beacon Dr
Winterville, NC

Boring Started: 01-07-2022	Boring Completed: 01-07-2022
Drill Rig:	Driller:
Project No.: 72221001	Exhibit: A-2

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL_GINT_LOGS.GPJ TERRACON_DATATEMPLATE.GDT 1/18/22

BORING LOG NO. Test 4

PROJECT: Shackleford Landing Soil Testing	CLIENT: Beaufort Agrihood Development, LLC Beaufort, NC
SITE: Live Oak Street & Pinners Point Road Beaufort, NC	

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 34.7341° Longitude: -76.6301° Approximate Surface Elev.: 6 (Ft.) +/-	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE
	ELEVATION (Ft.)			
4 inches				
0.3		5.5+/-		
	SILTY SAND (SM) , gray			
1.0		5+/-	1	
	SILTY SAND (SM) , yellowish brown			
2.0		4+/-	2	
	SILTY SAND (SM) , more clayey, orangish brown			
3.5		2.5+/-	3	
	CLAYEY SAND (SC) , brownish gray			
6.3		-0.5+/-	4	
	Boring Terminated at 6.25 Feet		5	
			6	

Stratification lines are approximate. In-situ, the transition may be gradual.
SHWT= 40 inches

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GED SMART LOG-NO WELL. GINT LOGS GPJ TERRACON. DATATEMPLATE GDT 1/19/22

Advancement Method: Hand Auger	See Exhibit A-3 for description of field procedures. See Appendix B for description of laboratory procedures and additional data (if any). See Appendix C for explanation of symbols and abbreviations. Elevations were interpolated from a topographic site plan.	Notes:	
Abandonment Method:		Boring Started: 01-07-2022	Boring Completed: 01-07-2022
WATER LEVEL OBSERVATIONS ▽ While sampling	Terracon 314 Beacon Dr Winterville, NC	Drill Rig:	Driller:
		Project No.: 72221001	Exhibit: A-4



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
5:00 PM Monday, March 21, 2022 – 614 Broad Street**

AGENDA CATEGORY: New Business
SUBJECT: Zoning Text Amendment - Duplexes as a Permitted Use in the TR Zone

BRIEF SUMMARY:

The applicants have submitted a Text Amendment request to modify Section 8B & Table 8-8 of the Land Development Ordinance to allow Duplexes as a permitted use by right in TR District and remove Duplexes as a Special Use in the TR District.

REQUESTED ACTION:

Conduct Public Hearing
Recommendation to Board of Commissioners

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kyle Garner, AICP
Planning & Inspections Director

BUDGET AMENDMENT REQUIRED:

N/A

PLANNING BOARD STAFF REPORT

BOARD ACTION REQUEST

Case No. : 22-08

TO: Planning Board
FROM: Kyle Garner, Planning Director
DATE: March 3, 2022
RE: LDO Text Amendment Modifying Section 8B (Transitional District) & Table 8-8 (Transitional Zoning Table of Uses) to allow Duplex Dwellings as a Permitted Use and Remove Duplex Dwellings as a Special Use

Background

Fred & Joyce McCune have submitted a Text Amendment request to modify Section 8B & Table 8-8 of the Land Development Ordinance to allow Duplexes as a permitted use by right in TR District and remove Duplexes as a Special Use in the TR District.

Duplexes were added to the 2013 update to the Land Development Ordinance as they were not permitted or special uses in the previous ordinance under the Office & Institutional Zoning District.

Staff has developed a map showing all the properties this proposed change could affect to include the total number and use data.

It should be noted that there are existing non-conforming uses that if the amendment were to be approved would become conforming uses.

Staff has included “Draft” text language which shows text to be added as **bold highlighted** and that to be removed shown with ~~strikethrough~~.

Action Needed:

- Conduct a Public Hearing on the proposed text amendment.
- To make a recommendation to the Board of Commissioners to modify the Ordinance as requested; to change the modification to other language; or to deny changing the Ordinance

Attachments:

- Section 8B & Table 8-8 of the LDO
- Draft Ordinance
- Draft Written Consistency Statement

Agenda Item Prepared By:
Kyle Garner, Planning Director

Board Action: Motion by _____ 2nd by _____

Section 8 Transitional Zoning Districts

B) *Transitional District (TR).*

The intent of this district is to serve as a transition between residential and more intensive districts. This includes residential and commercial uses with a low noise and traffic impact which would generally be considered compatible with a residential area which may or may not have buffering requirements as documented in section 19 of this Ordinance. Uses in this district which require potable water or sanitary sewer must be connected to both municipal water and municipal sewer.

1) Minimum Lot Size.

All lots in the TR district shall be a minimum of eight thousand square feet (8,000 ft²).

2) Minimum Lot Width.

All lots in the TR district shall have a minimum lot width of sixty feet (60') at the minimum building line.

3) Building Setback and Building Height Requirements and Limitations.

Subject to the exceptions allowed in this Ordinance, each structure on a lot in this zoning district shall be set back from the boundary lines of the lot at least the distances provided in the tables set forth in this section. The building height limitation in this district is provided in the tables set forth in this section.

Table 8-4 Lot Requirements

<i>District</i>	<i>Front Setback (Right-of-Way)</i>	<i>Rear Setback</i>	<i>Side Setbacks</i>	<i>Building Height Limitation</i>
TR	25 feet	25 feet	15 feet	35 feet

Table 8-5 Other Lot Requirements

<i>District</i>	<i>Front Setback (Right-of-Way)</i>	<i>Rear Setback</i>	<i>Side Setbacks</i>	<i>Building Height Limitation</i>
TR	25 feet	25 feet	8 feet	35 feet

4) Accessory Building Setback Requirements.

All accessory buildings must comply with the lot setback requirements as set forth in section 2-F, section 6, section 15, and all other sections of this Ordinance.

5) Permitted Uses.

- | | |
|---|--|
| Antenna Co-Location on Existing Tower | Community Garden |
| Assisted Living | Dock |
| Athletic Field, Public | Dormitory |
| Bed & Breakfast | Dwelling, Duplex |
| Carport | Dwelling, Single-Family |
| Club, Lodge, or Hall | Garage, Private Detached |
| Commercial Indoor Recreational Facility | Government/Non-Profit Owned/Operated Facilities & Services |
| | Group Home |

Home Occupation
 Library
 Mixed Use
 Mortuary/Funeral Home/
 Crematorium
 Neighborhood Recreation Center
 Indoor/Outdoor, Private
 Neighborhood Recreation Center,
 Public
 Nursing Home
 Office: Business, Professional, or
 Medical
 Park, Public

Personal Service Establishment
 Public Safety Station
 Public Utility Facility
 Religious Institution
 Resource Conservation Area
 Restaurant with Indoor Operation
 Shed
 Signs, Commercial Free-Standing
 Swimming Pool (Personal Use)
 Temporary Construction Trailer
 Utility Minor
 Vehicle Charging Station

6) Special Uses (*Special Uses* text may be found in section 20 of this Ordinance).

Accessory Dwelling Unit
 Aquaculture
 Financial Institution
 Cemetery/Graveyard
 Concealed (Stealth) Antennae &
 Towers
 Day Care Center
 Day Care/Child Care Home
~~Dwelling, Duplex~~
 Golf Course, Privately Owned
 Golf Driving Range
 Hotel or Motel
 Kennel, Indoor/Outdoor Operation
 Marina

Museum
 Other Freestanding Towers
 Outdoor Amphitheater, Public
 Parking Lot
 Preschool
 Produce Stand/Farmers' Market
 Retail Store
 Satellite Dish Antenna
 School, K-12
 School, Post-Secondary
 Tavern/Bar/ Pub with Indoor
 Operation
 Utility Facility

Land Development Ordinance Uses		TCA	TR	PUD	CS-MU
Residential Uses					
Group Living	Assisted Living	P	P	S	
	Dormitory	P	P	S	
	Group Home	P	P	S	
	Nursing Home	P	P	S	
Household Living	Accessory Dwelling Unit		S	S	
	Dwelling, Duplex/Townhome	P	P	S	
	Dwelling, Multi-Family	P		S	P
	Dwelling, Single-Family	S	P	S	P
	Manufactured Home			S	
	Manufactured Home Park			S	
	Recreational Vehicle Park			S	
Mixed Uses					
	Mixed Use	S	P	S	P
Public/Institutional Uses					
Aviation	Airport/Landing Strip			S	
Cemeteries/Graveyards	Cemetery/Graveyard		S	S	
Cultural Facilities	Library		P	S	
	Museum		S	S	
Day Care	Day Care Center		S	S	
	Day Care/Child Care Home		S	S	
Government Services	Government/Non-Profit Owned/ Operated Facilities & Services	P	P	S	
	Public Safety Station	P	P	S	
	Public Utility Facility	P	P	S	P
Hospitals	Hospital			S	
Park and Athletic Fields, Public Use	Athletic Field, Public			S	
	Community Garden	P	P	S	
	Neighborhood Recreation Center, Public	P	P	S	
	Outdoor Amphitheater, Public	S	S	S	
	Park, Public	P	P	S	P
	Resource Conservation Area	P	P	S	
Religious Uses	Religious Institution	S	P	S	P
Educational Uses	Preschool	S	S	S	
	School, K-12		S	S	
	School, Post-Secondary	S	S	S	
Non-Governmental Facilities	Transportation Facility	S		S	
	Utility Facility	S	S	S	P
	Utility Minor	P	P	S	P
Agricultural Uses	Agritourism			S	
	Aquaculture		S	S	
	Farming, General			S	
	Forestry			S	
	Produce Stand/Farmers' Market		S	S	P

DRAFT ORDINANCE 22-0

AN ORDINANCE TO MODIFY THE Town of Beaufort *Land Development Ordinance (LDO)*, specifically Section 8B (Transitional District) & Table 8-8 (Transitional Zoning Table of Uses)

WHEREAS, the Beaufort Land Development Ordinance contains regulations which establish the development of land within the Town of Beaufort and its Extraterritorial Jurisdiction; and

WHEREAS, the Beaufort Planning Board has reviewed these ordinance text amendments and unanimously recommended its adoption; and

WHEREAS, the Board of Commissioners determines that the public interest will be served by adopting the following text amendments to modify text as it relates to these items.

NOW THEREFORE be it ordained by the Board of Commissioners of the Town of Beaufort as follows:

The Town of Beaufort LDO is amended as follows:

Section 8 Transitional Zoning Districts

C) *Transitional District (TR).*

The intent of this district is to serve as a transition between residential and more intensive districts. This includes residential and commercial uses with a low noise and traffic impact which would generally be considered compatible with a residential area which may or may not have buffering requirements as documented in section 19 of this Ordinance. Uses in this district which require potable water or sanitary sewer must be connected to both municipal water and municipal sewer.

5) Minimum Lot Size.

All lots in the TR district shall be a minimum of eight thousand square feet (8,000 ft²).

6) Minimum Lot Width.

All lots in the TR district shall have a minimum lot width of sixty feet (60') at the minimum building line.

7) Building Setback and Building Height Requirements and Limitations.

Subject to the exceptions allowed in this Ordinance, each structure on a lot in this zoning district shall be set back from the boundary lines of the lot at least the distances provided in the tables set forth in this section. The building height limitation in this district is provided in the tables set forth in this section.

Table 8-4 Lot Requirements

<i>District</i>	<i>Front Setback (Right-of-Way)</i>	<i>Rear Setback</i>	<i>Side Setbacks</i>	<i>Building Height Limitation</i>
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8) Accessory Building Setback Requirements.

All accessory buildings must comply with the lot setback requirements as set forth in section 2-F, section 6, section 15, and all other sections of this Ordinance.

7) Permitted Uses.

Antenna Co-Location on Existing Tower
 Assisted Living
 Athletic Field, Public
 Bed & Breakfast
 Carport
 Club, Lodge, or Hall
 Commercial Indoor Recreational Facility

Community Garden
 Dock
 Dormitory
Dwelling, Duplex
 Dwelling, Single-Family
 Garage, Private Detached
 Government/Non-Profit Owned/
 Operated Facilities & Services
 Group Home

Home Occupation	Personal Service Establishment
Library	Public Safety Station
Mixed Use	Public Utility Facility
Mortuary/Funeral Home/ Crematorium	Religious Institution
Neighborhood Recreation Center Indoor/Outdoor, Private	Resource Conservation Area
Neighborhood Recreation Center, Public	Restaurant with Indoor Operation
Nursing Home	Shed
Office: Business, Professional, or Medical	Signs, Commercial Free-Standing
Park, Public	Swimming Pool (Personal Use)
	Temporary Construction Trailer
	Utility Minor
	Vehicle Charging Station

8) Special Uses (*Special Uses* text may be found in section 20 of this Ordinance).

Accessory Dwelling Unit	Museum
Aquaculture	Other Freestanding Towers
Financial Institution	Outdoor Amphitheater, Public
Cemetery/Graveyard	Parking Lot
Concealed (Stealth) Antennae & Towers	Preschool
Day Care Center	Produce Stand/Farmers' Market
Day Care/Child Care Home	Retail Store
Dwelling, Duplex	Satellite Dish Antenna
Golf Course, Privately Owned	School, K-12
Golf Driving Range	School, Post-Secondary
Hotel or Motel	Tavern/Bar/ Pub with Indoor Operation
Kennel, Indoor/Outdoor Operation	Utility Facility
Marina	

Land Development Ordinance Uses		TCA	TR	PUD	CS-MU
Residential Uses					
Group Living	Assisted Living	P	P	S	
	Dormitory	P	P	S	
	Group Home	P	P	S	
	Nursing Home	P	P	S	
Household Living	Accessory Dwelling Unit		S	S	
	Dwelling, Duplex/Townhome	P	P	S	
	Dwelling, Multi-Family	P		S	P
	Dwelling, Single-Family	S	P	S	P
	Manufactured Home			S	
	Manufactured Home Park			S	
	Recreational Vehicle Park			S	
Mixed Uses					
	Mixed Use	S	P	S	P
Public/Institutional Uses					
Aviation	Airport/Landing Strip			S	
Cemeteries/ Graveyards	Cemetery/Graveyard		S	S	
Cultural Facilities	Library		P	S	
	Museum		S	S	
Day Care	Day Care Center		S	S	
	Day Care/Child Care Home		S	S	
Government Services	Government/Non-Profit Owned/ Operated Facilities & Services	P	P	S	
	Public Safety Station	P	P	S	
	Public Utility Facility	P	P	S	P
Hospitals	Hospital			S	
Park and Athletic Fields, Public Use	Athletic Field, Public			S	
	Community Garden	P	P	S	
	Neighborhood Recreation Center, Public	P	P	S	
	Outdoor Amphitheater, Public	S	S	S	
	Park, Public	P	P	S	P
	Resource Conservation Area	P	P	S	
Religious Uses	Religious Institution	S	P	S	P
Educational Uses	Preschool	S	S	S	
	School, K-12		S	S	
	School, Post-Secondary	S	S	S	
Non-Governmental Facilities	Transportation Facility	S		S	
	Utility Facility	S	S	S	P
	Utility Minor	P	P	S	P
Agricultural Uses	Agritourism			S	
	Aquaculture		S	S	
	Farming, General			S	
	Forestry			S	
	Produce Stand/Farmers' Market		S	S	P

Enacted on motion of Commissioner ---- and carried on a vote of _____ in favor and 0 against.

This, the _____th day of 2022.

TOWN OF BEAUFORT

By: _____
Mayor

Attest:

_____ Town Clerk

**TOWN OF BEAUFORT
PLANNING BOARD**

**A STATEMENT OF CONSISTENCY ADVISING THAT PROPOSED AMENDMENTS
TO THE LAND DEVELOPMENT ORDINANCE ARE IN ACCORDANCE WITH
ALL OFFICIALLY ADOPTED PLANS, INCLUDING THE
CORE LAND USE PLAN; ARE REASONABLE;
AND ARE 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 for the purpose of promoting the health, safety, morals, and general welfare of its citizens.

WHEREAS, N.C.G.S. §160A-383 requires the Town of Beaufort Planning Board (“Board”) to advise the Town of Beaufort Board of Commissioners by written statement describing whether the proposed amendments to the Town’s Land Development Ordinance (“Ordinance”) are consistent with all officially adopted plans, including the comprehensive land use plan.

WHEREAS, the Board has in fact met to consider and evaluate the proposed amendments to the Ordinance.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Planning Board finds that the proposed amendments to the Ordinance are in accordance with all officially adopted Town plans, including sections 1.3.5 & 5.4.2 (Land Use Compatibility Implementation Actions) of the Core Land Use Plan, and therefore recommends adoption by the Board of Commissioners. Specifically the Planning Board finds that the proposed amendments are in furtherance of the Town plans, ordinances and regulations, including the comprehensive land use plan; and better clarify all the Ordinance regulations.

This Resolution is effective upon its adoption this 21st day of March, 2022.

**TOWN OF BEAUFORT
PLANNING BOARD**

_____, Chairman

ATTEST:

_____, Secretary

<u>PIN15</u>	<u>OWNER</u>	<u>Acreage</u>	<u>ITE</u>	<u>HOU5</u>	<u>SITE</u>	<u>ST</u>	<u>SITE_</u>	<u>Use_desc</u>
730617109762000	OLD TOWN CEMETERY	1.7750	0000411	ANN	ST		CEMETERY	EXEMPT
731605096049000	GRACE PRESBYTERIAN CHURCH	4.9900	0002101	LIVE OAK	ST		CHURCHES	
731609072219000	BEAUFORT FIRST FWB CHURCH	10.3600	0001947	LIVE OAK	ST		CHURCHES	
730617110361000	ST PAULS EPISCOPAL CHURCH	2.0000	0000000				CHURCHES	
730617200857000	PURVIS CHAPEL CEMETERY/EDUCATI	0.1610	0000215	CRAVEN	ST		CHURCHES	
730617201718000	PURVIS CHAPEL CHURCH	0.2210	0000217	CRAVEN	ST		CHURCHES	
730617107661000	FIRST BAPTIST CHURCH BEAUFORT	0.4990	0000403	ANN	ST		CHURCHES	
730617104651000	FIRST BAPTIST CHURCH BEAUFORT	0.6620	0000000	ANN	ST		CHURCHES	
730617109540000	ANN STREET METHODIST CHURCH	0.2380	0000417	ANN	ST		CHURCHES	
730617109293000	ANN STREET METHODIST CHURCH	1.1850	0000500	ANN	ST		CHURCHES	
731605081163000	MERCER BUILDING & DESIGN INC	0.0000	0000106	PROFESSIONAL PARK	DR		COMM	CONDO
731605080236000	VAN DYKEN,DEBORAH ANNE	0.0000	0000106	PROFESSIONAL PARK	DR		COMM	CONDO
731605081195000	STREAMLINE DVLPERH HLD CO LLC	0.0000	0000106	PROFESSIONAL PARK	DR		COMM	CONDO
731605080269000	MERCER BUILDING & DESIGN INC	0.0000	0000106	PROFESSIONAL PARK	DR		COMM	CONDO
730608977059000	COASTAL FITNESS & HEALTH INC	3.7800	0000105	PROFESSIONAL PARK	DR		COMMERCIAL	
731605073874000	SCHMITT & AUSTIN PROPRTIE LLC	1.0870	0000102	PROFESSIONAL PARK	DR		COMMERCIAL	
731605075636000	SCHMITT & AUSTIN PROPRTIE LLC	1.3600	0001975	LIVE OAK	ST		COMMERCIAL	
730616845329000	JAMES J CROSSWELL JR MD PA	0.5490	0000097	CAMPEN	RD		COMMERCIAL	
730616739801000	CAP INVESTMENTS OF BEAUFRT LLC	0.3780	0001621	LIVE OAK	ST		COMMERCIAL	
730616738706000	SHORT,WILLIAM DAVID ETUX DEBRA	0.6130	0001619	LIVE OAK	ST		COMMERCIAL	
730618414806000	BALLOU-LEWIS PROPERTIES LLC	15.9000	0000801	MULBERRY	ST		COMMERCIAL	
730618400137000	JONES,LOGAN LOUIS ETAL RAWSON	0.3500	0000900	CEDAR	ST		COMMERCIAL	
730608987167000	COURTYARD EAST OWNERS ASSO INC	0.9710	0000000				COMMON AREA	
731605081211000	MERCER BUILDING & DESIGN INC	0.0000	0000106	PROFESSIONAL PARK	DR		COMMON AREA	
730617212200000	CARTERET COUNTY COURTHOUSE	4.9810	0000000				COUNTY GOVERN	
730617109926000	CARTERET COUNTY	0.2290	0000402	BROAD	ST		COUNTY GOVERN	
730617108836000	CARTERET COUNTY	0.3220	0000210	TURNER	ST		COUNTY GOVERN	
730618206816000	COUNTY OF CARTERET	0.0370	0000309	QUEEN	ST		COUNTY GOVERN	
730617202632000	SOCIAL SERVICES OFFICES	1.2630	0000210	CRAVEN	ST		COUNTY GOVERN	
730617203638000	CARTERET COUNTY	0.1010	0000000				COUNTY GOVERN	
730617204603000	CARTERET COUNTY	0.2290	0000000				COUNTY GOVERN	
730617204536000	CARTERET COUNTY	0.0550	0000000				COUNTY GOVERN	
730608989357000	EAST CAROLINA COMMUNITY DEVELO	0.7940	0000108	PROFESSIONAL PARK	DR		EXEMPT	

730608985163000	COASTAL COMMUNITY ACTION INC	1.1580	0000201	PROFESSIONAL PARK	DR	EXEMPT
730608984057000	COASTAL COMMUNITY ACTION INC	0.4570	0000000			EXEMPT
731605082052000	FRANKLIN MASONIC LODGE 109	0.8060	0000104	PROFESSIONAL PARK	DR	EXEMPT
730617108982000	CONCORDIA LODGE 11	0.2470	0000212	TURNER	ST	EXEMPT
730618301802000	HERO LODGE 248	0.0480	0000616	CEDAR	ST	EXEMPT
639620903752000	UNITED STATES OF AMERICA	9.8000	0000101	PIVERS ISLAND	RD	FEDERAL EXEMPT
639500992754000	DUKE UNIVERSITY	14.5200	0000135	DUKE MARINE LAB	RD	ISLAND
730618302387000	COASTAL CONUNDRUM COMPANY INC	0.2500	0000305	MARSH	ST	MULTIFAMILY 2-4
730507698466000	JOHNSON,VON J	0.0000	0000106	BEAUFORT WALK		MULTIFAMILY 2-4
730507699425000	FEEHAN,SUSAN V ETAL CAR MALONY	0.0000	0000104	BEAUFORT WALK		MULTIFAMILY 2-4
730507699495000	FOWLER,ROBERT O ETUX J CHRISTY	0.0000	0000102	BEAUFORT WALK		MULTIFAMILY 2-4
730507790464000	CUNNINGHAM,BOBBY ETUX LAURIE	0.0000	0000100	BEAUFORT WALK		MULTIFAMILY 2-4
730507790310000	SATTERLY,LAURA BETH	0.0000	0000103	BEAUFORT WALK		MULTIFAMILY 2-4
730507790370000	TOMLINSON,RITA MARY	0.0000	0000101	BEAUFORT WALK		MULTIFAMILY 2-4
731605076805000	TAYLOR,GEORGE A ETUX MARIA L/T	0.4680	0000103	PEARL	DR	RESIDENTIAL
731605076779000	TAYLOR,GEORGE A ETUX MARIA L/T	0.4840	0000101	PEARL	DR	RESIDENTIAL
730616844362000	CROSSWELL,JAMES J JR	0.1610	0001641	LIVE OAK	ST	RESIDENTIAL
730616844239000	LLEW & ELAINE RENTALS LLC	0.1640	0001639	LIVE OAK	ST	RESIDENTIAL
730616844204000	LLEW & ELAINE RENTALS LLC	0.1680	0001637	LIVE OAK	ST	RESIDENTIAL
730616843169000	WARREN,SARAH MASON	0.2100	0001635	LIVE OAK	ST	RESIDENTIAL
730616842183000	TICKLE,WILLIAM R JR ETUX MICHE	0.5560	0001633	LIVE OAK	ST	RESIDENTIAL
730616842016000	NASTASE,EDWARD N	0.3050	0001631	LIVE OAK	ST	RESIDENTIAL
730616841040000	YOUNG,JAMES WILLIAM II	0.4100	0001629	LIVE OAK	ST	RESIDENTIAL
730616830985000	BOYD,MICHAEL W ETUX CHRISTA	0.2280	0001627	LIVE OAK	ST	RESIDENTIAL
730616830829000	LEWIS,KENNETH R ETUX PATRICIA	0.4580	0001625	LIVE OAK	ST	RESIDENTIAL
730616737720000	DALE,VICTORIA E T ETVIR JAMES	0.2750	0001617	LIVE OAK	ST	RESIDENTIAL
730616736678000	WILLIS,CECIL M JR ETUX ANITA	0.3190	0001615	LIVE OAK	ST	RESIDENTIAL
730616736614000	WILLIS,TIMOTHY R	0.3240	0001613	LIVE OAK	ST	RESIDENTIAL
730617112347000	NC COASTAL LIFE LLC	0.1500	0000210	BROAD	ST	RESIDENTIAL
730617112384000	SOUTHGATE MANAGEMENT LLC	0.1100	0000212	BROAD	ST	RESIDENTIAL
730617112274000	BARNES,GAIL RACKLEY	0.2530	0000213	ORANGE	ST	RESIDENTIAL
730617113226000	WHEELER,DAVID S ETUX WINNIFORD	0.0900	0000215	ORANGE	ST	RESIDENTIAL
730617112139000	DANIEL,ALLISON D	0.2580	0000211	ORANGE	ST	RESIDENTIAL
730617018291000	COSTLOW,VIRGINIA HERRMAN MASOI	0.1430	0000201	ANN	ST	RESIDENTIAL

730617112134000	RODDEWIG,ROBBIN E ETUX JENNIFE	0.0840	0000209	ORANGE	ST	RESIDENTIAL
730617112111000	GAULDEN,LAURA ETAL HOLLAND	0.0750	0000207	ORANGE	ST	RESIDENTIAL
730617111098000	SEIGLER,ELIZABETH C	0.0770	0000205	ORANGE	ST	RESIDENTIAL
730617111052000	GAULDEN,LAURA ETAL HOLLAND	0.2110	0000219	ANN	ST	RESIDENTIAL
730617107777000	BEAUFORT LODGE HOSPITALITY LLC	0.2840	0000204	TURNER	ST	RESIDENTIAL
730617103685000	HARRIS,STEPHEN W JR ETUX MARGE	0.1840	0000310	ANN	ST	RESIDENTIAL
730617204661000	EKUEHL,JESSICA	0.0800	0000223	QUEEN	ST	RESIDENTIAL
730617203459000	QUEEN ST PROPERTIES OF BFT LLC	0.1540	0000213	QUEEN	ST	RESIDENTIAL
730617201435000	MYERS,THOMAS D ETUX JEWEL	0.2180	0000505	ANN	ST	RESIDENTIAL
730617200455000	SULLIVAN,JAMES B	0.2220	0000200	CRAVEN	ST	RESIDENTIAL
730617203496000	THE EITNER FAMILY LLC	0.0890	0000209	QUEEN	ST	RESIDENTIAL
730617202372000	MCGINNIS,EILEEN B	0.1920	0000513	ANN	ST	RESIDENTIAL
730507698390000	CLARK,JAMIE M ETAL MARIE K	1.0000	0000107	BEAUFORT WALK		RESIDENTIAL
730507699350000	COX,PAUL D ETUX LISA A	1.0000	0000105	BEAUFORT WALK		RESIDENTIAL
730617203424000	YOST,MARK S	0.0680	0000211	QUEEN	ST	RESIDENTIAL
730617203416000	STEWART,JOHN ALEXANDER JR ETAL	0.3190	0000511	ANN	ST	RESIDENTIAL
731605194019000	HEAVYWEIGHT PROPERTIES LLC	1.8750	0002124	LIVE OAK	ST	VACANT
730616739865000	CAP INVESTMENTS OF BEAUFRT LLC	0.2650	0001623	LIVE OAK	ST	VACANT
730617201494000	ANN STREET METHODIST CHURCH	0.2750	0000507	ANN	ST	VACANT
730507697476000	MCCUNE,FREDERICK JOHN	0.0000	0000108	BEAUFORT WALK		VACANT
730507697338000	MCCUNE,FREDERICK JOHN	0.0000	0000112	BEAUFORT WALK		VACANT
730507697380000	MCCUNE,JOYCE	0.0000	0000109	BEAUFORT WALK		VACANT
731605193243000	ALLEY HILL LLC	1.5970	0002132	LIVE OAK	ST	VACANT
730617103546000	DAVIDSON,ARIAIL SCOTT	0.1840	0000308	ANN	ST	VACANT
730617104662000	GROTHER,SANDRA F	0.1840	0000312	ANN	ST	VACANT
730617113341000	BOWEN,MARY ELIZABETH WARD	0.1430	0000214	BROAD	ST	VACANT W/ XFOB



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

APPLICATION FOR AN AMENDMENT TO THE
BEAUFORT ZONING MAP Ordinance

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: Neil + Joyce McCane
Applicant Address: 608 Ann Street, Beaufort, NC 28516
Phone Number: 252-728-7821 Email: joyce@historicbeaufort.com
Property Owner Name: Same
Address of Property Owner: _____
Phone Number: _____ Email: _____

PROPERTY INFORMATION

Property Address: NA - Text Amendment
15-Digit PIN: NA Lot/Block Number: _____
Size of Property (in square feet or acres): _____
Current Zoning: _____ Requested Zoning: _____
Current Use of Property: Residential Vacant Commercial Other: _____

Applicant Signature: [Signatures] Date of Applicant's Signature: 2/28/22 2/28/22
Property Owner Signature (if different than applicant): _____ 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).

Pdf or
Jpeg?
CAN?

**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: _____

Feb 26, 2022

To: the Town of Beaufort Planning Department

From: Joyce and Frederick McCune

Regarding needed Text Amendment

In Beaufort's previous zoning ordinance that was in place before 2013, there was a zoning category "Office and Institutional" or O&I which was designed for offices, light commercial and single and duplex residential housing.

In 2013 the town completely revised their zoning ordinance and replaced it with the current ordinance. In doing so, they replaced the O&I designation with what is now the TR or Transitional zone. Similar to the O&I zone it permits offices, medical, mixed use, clubs, B&Bs, dormitory, group homes, funeral homes and Single Family Dwellings. However Duplex Family Dwellings were eliminated as a Permitted use and became a Special Use under the new ordinance.

First, this made many properties in Beaufort that were conforming duplex units under the O&I designation became Non-Conforming after 2013. This places a great burden on all the homeowners that now find themselves owning Non-Conforming to go back through the entire rezoning process just to be returned to the Conforming status they enjoyed before 2013.

Secondly, the current TR zoning designation, while permitting dormitories, group homes, B&Bs, mixed use, and nursing homes also permits Single Family dwellings but does not permit Duplex dwellings. This is frankly illogical when so many multiple housing arrangements are permitted in TR but not Duplexes. It really seems to be an oversight when the zoning ordinance was changed in 2013.

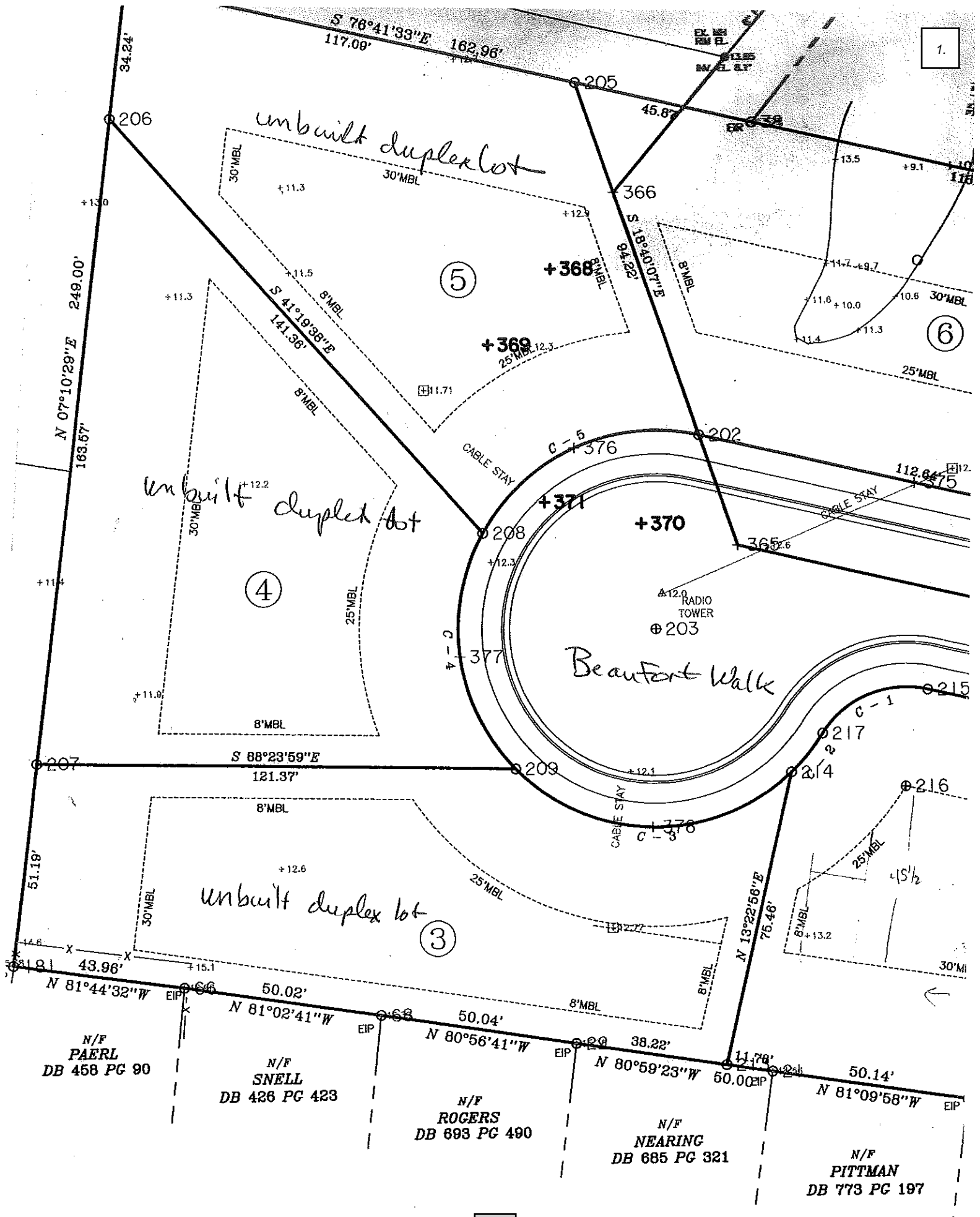
We own several properties on Marsh Street and in Beaufort Walk that were conforming in O&I and now are non-conforming in TR. The entire Beaufort Walk neighborhood is duplex units and they are all non-conforming as they were built under O&I and were conforming before 2013.

An examination of all the TR zoned properties in the town of Beaufort reveals that most of the properties are church connected or light commercial and/or fully developed. Adding duplex would affect none of these properties. Only the few now non-conforming or unbuilt parcels would be improved by making duplex a permitted use under TR such as Beaufort Walk and the old school property.

Further, making duplexes permitted uses in TR further increases the housing inventory potential in Beaufort when affordable housing is scarce and badly needed.

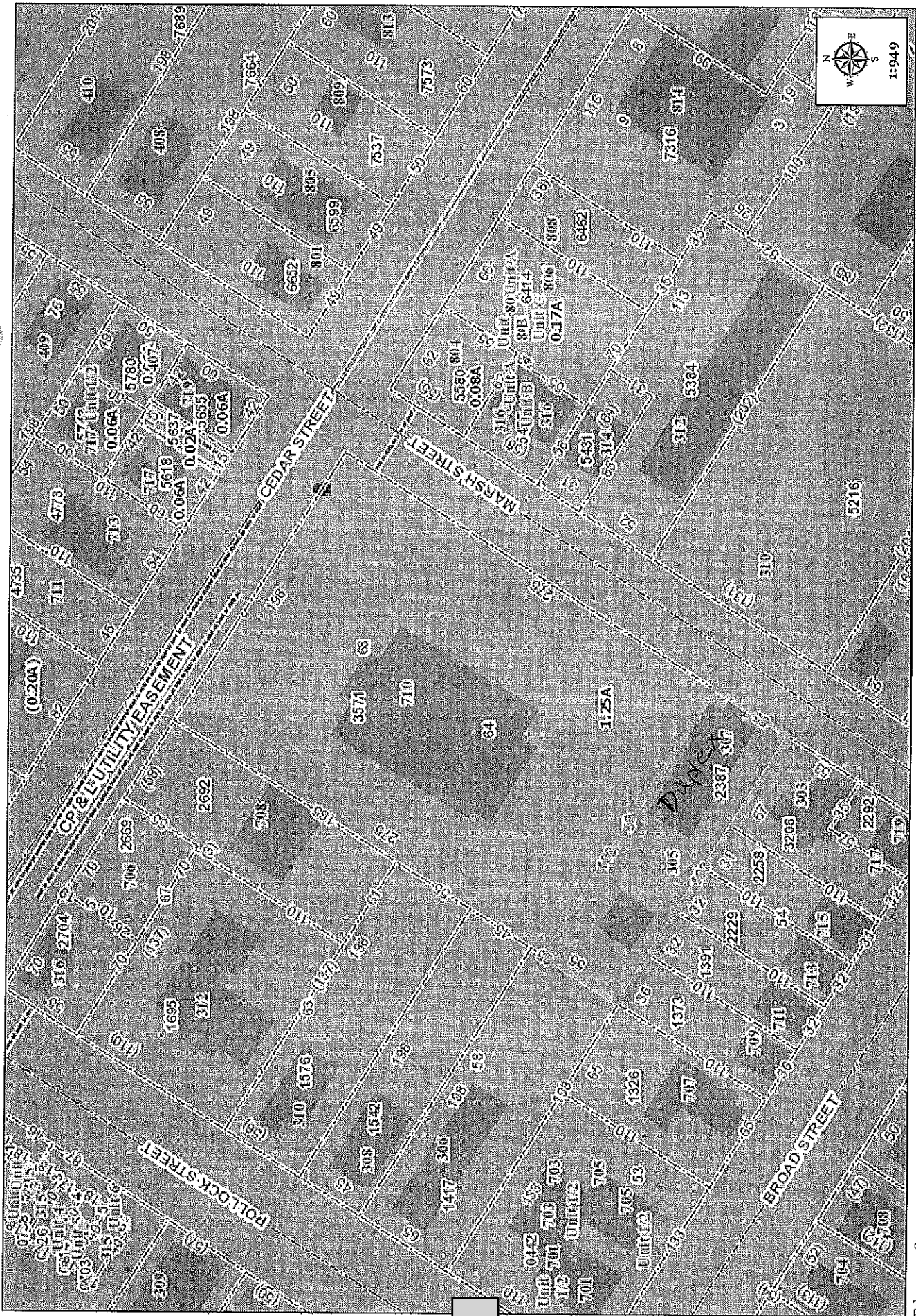
We request the staff and the Town of Beaufort amend the current zoning designation Transitional to move duplex dwelling to a permitted use.

Thank you.



1.

Carteret County, N. C.



February 28, 2022

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 this 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 in the event of an interruption or error. Furthermore, Carteret County may modify or remove map services and access methods at will.