



## **Town of Beaufort, NC**

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

### **Board of Commissioners Regular Meeting 6:00 PM Monday, October 10, 2022 Train Depot, 614 Broad Street Beaufort, NC 28516**

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#### **Call to Order / Pledge of Allegiance**

#### **Roll Call**

#### **Agenda Approval**

#### **Public Comment**

#### **Presentations**

1. Beaufort Housing Authority- Dick DeButts

#### **Items of Consent**

- [1.](#) Minutes- August 22nd & 24th, September 12th & 26th
- [2.](#) Proposed 2023 Board of Commissioners Meeting Schedule

#### **Items for Discussion and Consideration**

- [1.](#) Case # 22-13 Final Plat – 1791 Live Oak
- [2.](#) Case #22-19 Final Plat – Salt Wynd Preserve (Phase I)

#### **Public Hearing**

- [1.](#) Voluntary Annexation (Salt Wynd Phase II)
- [2.](#) Case # 22-21 Subdivision Text Amendment - Preliminary Plat Process

#### **Manager Report**

#### **Mayor/Commissioner Comments**

#### **Closed Session**

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

#### **Adjourn**



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**Board of Commissioners  
Regular Meeting  
6:00 PM Monday, October 10, 2022  
Train Depot, 614 Broad Street**

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**AGENDA CATEGORY:** Items of Consent  
**SUBJECT:** Minutes- August 22<sup>nd</sup> & 24<sup>th</sup>, September 12<sup>th</sup> & 26<sup>th</sup>

**BRIEF SUMMARY:**

Review the draft Board of Commissioner minutes from the following meetings:

- August 22<sup>nd</sup> Work Session
- August 24<sup>th</sup> Special Meeting
- September 12<sup>th</sup> Regular Meeting
- September 26<sup>th</sup> Work Session

**REQUESTED ACTION:**

Approval of attached minutes.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minutes

**SUBMITTED BY:**

Elizabeth Lewis, Town Clerk

**BUDGET AMENDMENT REQUIRED:**

N/A



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**Board of Commissioners  
Work Session Meeting  
4:00 PM Monday, August 22, 2022  
Train Depot, 614 Broad Street  
Minutes**

**Call To Order**

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

**Roll Call**

Rachel Johnson, PIO/Parks & Events Coordinator/Deputy Clerk, called the roll and declared a quorum present as follows:

Mayor Harker

Mayor Pro Tem Hagle

Commissioner Oliver

Commissioner Cooper

Commissioner Terwilliger

Commissioner Hollinshed

**Agenda Approval**

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

The motion carried unanimously.

**Public Comment**

Debbie Lovick, 418 Tradd St in Beaufort, introduced herself as the President of Palmetto Plantation Master Association, explaining the association encompassed the neighborhood adjacent to Meeting Street. She noted they were not part of the Olde Beaufort Village Development. She provided history on Olde Beaufort Village Development, sharing there had been severe draining issues since the area was established in the early 2000s. She discussed a mediation settlement agreement that was entered in

2006 between Mercer Building Company and the Town of Beaufort, which resulted in the developer being named responsible for resolving the drainage issues. She shared the Palmetto Plantation Master Association was formed in 2007 and noted as part of their declaration, they were 100% financially responsible for the maintenance of the stormwater pond, which is Meeting Street's main drainage system.

1.

Ms. Lovick provided the group with a handout that referenced a history of correspondence between Mercer and the Palmetto Plantation Master Association HOA; such information included financial notes, maintenance events, and other related items. She discussed there had been issues with the pump, float switch, pond levels, as well as communication with the Mercers addressing the problems. She acknowledged the Palmetto Plantation Master Association was actively trying to prevent the flooding through maintenance efforts of the stormwater pond. She explained that Olde Beaufort Village did not contribute financially to the Palmetto Plantation Master Association HOA, and that it was a difficult position to be in. She welcomed any suggestions on a more preventive drainage plan or ways to improve the situation.

### **Update from Town Attorney**

#### **1. Meeting Street**

Arey Grady, shared the Town of Beaufort's Stormwater Ordinance, referenced as Section 54.01 (k); which explains that the responsibility of stormwater control is on the developer of the subdivision and ultimately the owner through a HOA. He described the issue with Meeting Street as an example that supported that part of the Ordinance, noting it was not the Town's legal responsibility to maintain stormwater control. Mr. Grady shared several recorded documents associated with Old Beaufort Village and surrounding developments. He referenced a map of Old Beaufort Village (Phase 1) and the restrictive covenants associated with the development; he confirmed there was no homeowner's association incorporated in the original covenants, but there was reference to a stormwater retention pond that would be maintained by a future phase of the development. He shared the Palmetto Plantation restrictive covenants, pointing out sections that referenced streets, easements, stormwater features, improvements, and drainage facilities. He explained this was a real estate matter, with one subdivision assuming responsibility for the stormwater drainage from another subdivision without any other ties to it. He discussed the management of the pumping station, pond and stormwater facilities, noting there were specific provisions as to what Palmetto Plantation HOA is required to do with the pump and pond.

There were several questions from the audience regarding the construction of Meeting Street and surrounding developments.

Mr. Grady reminded the audience that he was not part of the original development and pointed out that the maintenance of swells and other drainage features was not the Town's responsibility.

Kim Bell, 111 Calhoon Street, spoke from the audience to ask about the development process of any subdivision.

Mr. Grady explained professional engineers and surveyors played a vital role in the process, as well as the Town when it came to the streets and other areas.

Bruce Ireland, 210 Ruthledge Drive, spoke about the last flood Meeting Street experienced. He pointed out where the swells were located and suggested the ditches needed to be cleaned in the area.

Mr. Grady informed the group all of the documents he shared were available for inspection and concluded by commenting on a unique arrangement between subdivisions.

Commissioner Hollinshed asked how they could assist from this point.

Mr. Grady said while these are responsibilities of the developer, the Town could provide suggestions and help at their discretion, but it was important to remember if you help one development with their stormwater control, others might expect the same.

Commissioner Terwilliger noted it was clear from Mr. Grady’s presentation that the Town does not have legal responsibility for stormwater control. He suggested the Town may be able to look at the availability of obtaining grants to help with the cost of the stormwater issues. He suggested the two neighborhoods get together to discuss common solutions and collaborative efforts to solve the issue at hand.

Commissioner Hagle expressed that he believed the two groups of citizens should try to reach a common solution. He added maybe the Town could provide engineering suggestions on something that might help improve the situation, noting it was a very complex system that requires much maintenance.

Commissioner Oliver suggested the greatest solution could be found by getting a large number of people together from the neighborhoods to try and reach a common solution. He noted that in the documents Mr. Grady shared, the need for pumping down the pound in anticipation for storms was stated.

Commissioner Cooper suggested the Town should do anything possible to help resolve the with the flooding issues occurring in those neighborhoods.

Mayor Harker echoed the Commissioners comments and stressed the importance of the neighborhoods working together. She also thanked Ms. Lovick for her comments and background information on each development.

**Presentations**

1. Regroup Beaufort Emergency Alerts

Ms. Johnson provided information on a new emergency alert system that is being utilized by staff to share information such as weather alerts, road closures, etc. She shared anyone who wished to be registered to receive the alerts can do so by visiting the Town’s website or contacting her directly.

2. Wayfinding Signage

Ms. Johnson presented a Wayfinding Signage project, providing history and defining specific needs throughout Town. She noted effective ways to prepare the Wayfinding Signage, which focused on simplicity, visibility, consistency, location, collaboration, and creativity. She shared the design components of the proposed signage and recommended sizes and locations for each. She specifically noted a special design for the Turner Street Bridge plaque, shared that staff would like to move this portion of the project completion following the standards established by NCDOT and SHIPO with the agreed design. Ms. Johnson also discussed parking signs and suggested addressing those as a separate phase of the project working within the proposed design and in conjunction with the Parking Management team. She shared to move the project forward, staff requests the Board consider approving the proposed aesthetic design and destinations. If approved, staff will continue to work on identifying exact locations, sign placement, etc., as well as work with CCBS to ensure the signage contains necessary verbiage and directional cues. She noted there is currently \$60,000 allocated in the FY 2022-2023 Budget for Wayfinding Signage and \$10,000 for park signage.

Commissioner Hollinshed shared she liked the boldness of the proposed signs, and the fact that the Town Seal had been incorporated. 1.

Commissioner Terwilliger asked what the next step was for the Board.

Ms. Johnson explained to move the project forward, staff requests the Board consider approving the proposed aesthetic design and destinations.

Commissioner Hagle suggested adding Oceanview Cemetery to the list of locations.

Commissioner Oliver noted he liked the standardized look of the sign with the Town seal located on the top of it; he suggested making sure all the signs had the same design, for consistency. He also requested staff double check the map to ensure there had not been any areas overlooked in preparing the proposed signage layout.

Mayor Harker noted she liked the yellow border on the signs. She also suggested added the Farmers Market as a location, noting the hours of operation could be listed on the sign.

Commissioner Hagle made a motion to approve the Wayfinding Signage project as presented; advising staff to move forward with the design and destinations, the Turner Street Bridge plaques, and durable post for the signage.

## **Items for Discussion and Consideration**

### **1. Evidentiary Hearing Orders for Case #22-05; Case #22-11; and Case #22-16**

Kyle Garner, Planning Director, explained the orders were associated with cases discussed in a previous meeting and final review/approval from the Board was needed.

Commissioner Hagle suggested placing under Items of Consent for the September Regular Meeting.

Commissioner Terwilliger made a motion to approve the Evidentiary Hearing Orders for Case #22-05; Case #22-11; and Case #22-16 as presented.

The motion carried with a 4-1 vote; Commissioner Hagle voting in opposition.

### **2. Conflict of Interest Policies**

Todd Clark, Town Manager, noted several grants require the Town have a Conflict of Interest Policy in place before any funds can be awarded. Mr. Clark explained Jill Quattlebaum, Town Attorney and Barbara Cooper, Human Resources Manager composed the Conflict of Interest Policies before the Board for consideration. He reviewed the proposed policies included in the meeting packet.

Commissioner Hagle commented on firearms, questioning whether or not employees should be allowed to possess any on Town property.

Mr. Clark noted currently, the only employees permitted to carry a gun on Town property were those who are sworn law enforcement officers.

Commissioner Hagle questioned whether or not an employee should be allowed to leave a firearm in their vehicle in a Town parking lot.

Mr. Grady suggested researching constitutional issues regarding firearms before making any amendments to the Town's current policy.

Mayor Harker deemed a consensus to place the proposed Conflict of Interest Policies under items for discussion and consideration at the September 12th Regular Meeting.

3. Volunteer Board Appointments

Mr. Clark explained staff was requesting appointments be made to the following volunteer boards: Carteret County Beaufort Airport Authority (1) Two-year term position; and Parks & Recreation Advisory Board (2) Four-year term positions.

Commissioner Terwilliger made a motion to excuse Commissioner Oliver from participating in the nomination and voting process associated with the Carteret County Beaufort Airport Authority.

The motion carried unanimously.

Commissioner Terwilliger made a motion to open the floor for nominations to the Carteret County Beaufort Airport Authority.

Commissioner Cooper nominated Charles "Bucky" Oliver to fill the two-year position.

Commissioner Terwilliger made a motion to close the floor for nominations to the Carteret County Beaufort Airport Authority.

The motion carried unanimously.

Mayor Harker called for a vote of the nominated applicant, Bucky Oliver.

Voting in favor of Mr. Oliver: Commissioner Cooper, Commissioner Hagle, Commissioner Terwilliger, Commissioner Hollinshed.

Commissioner Hagle made a motion for Commissioner Oliver to rejoin the meeting.

The motion carried unanimously.

Commissioner Hagle made a motion to open the floor for nominations to the Parks & Recreation Advisory Board.

The motion carried unanimously.

Commissioner Hollinshed nominated Meg Risser.

Commissioner Terwilliger nominated Peter Crumley.

Commissioner Hagle nominated Doug Williams

Commissioner Oliver made a motion to close nominations to the Parks & Recreation Advisory Board.

The motion carried unanimously.

Voting in favor of Ms. Risser: Commissioner Hollinshed

Voting in favor of Mr. Crumley: Commissioner Cooper, Commissioner Oliver, Commissioner Hagle, Commissioner Terwilliger, Commissioner Hollinshed.

Voting in favor of Mr. Williams: Commissioner Cooper, Commissioner Oliver, Commissioner Hagle, Commissioner Terwilliger.

Mayor Harker confirmed Mr. Crumley's re-appointment and Mr. Williams as a new appointment to the Parks & Recreation Advisory Board.

4. Walking Permit- Hungry Town Tours

Ms. Johnson explained David Cartier with Hungry Town Tours submitted a Walking Tour Application, noting it was a renewal request. She requested the Board of Commissioners set a public hearing date to consider the application, as per Section 90.30 of the Town of Beaufort Code of Ordinances.

The applicant, David Cartier, provided background on Hungry Town Tours and shared a description of the Walking Tour route which was submitted as part of the application.

1.

Commissioner Hagle made a motion to set the Public Hearing date as September 12, 2022.

The motion carried unanimously.

5. BBA Music in the Park Events

Ms. Johnson shared the Beaufort Business Association submitted an event application request to host a series of (8) Music in the Park Events at John Newton Park on Thursday evening from 6-8 p.m. She discussed details from the application and noted due to short notice, a decision on the event was needed at the current meeting. Ms. Johnson explained the applicant was requesting the electricity fee be lumped together to incorporate all event dates under the \$50 rate, as it had been done in the past.

Commissioner Hagle made a motion to approve the event as presented.

The motion carried unanimously.

6. Budget Amendment- 1809 Live Oak Street Water and Sewer Main Extensions

Mr. Clark asked the Board to consider approving a budget amendment transferring \$198,000 from the Capital Reserve Fund based upon staff's estimate of the cost to extend water and sewer lines to 1809 Live Oak Street. He explained upon approval, the funds will be transferred to a capital project fund created for the 1809 Live Oak Street Water and Sewer Main Extensions project.

Commissioner Terwilliger requested Ms. Wood, at a future time, provide the Board with an update regarding the balance of the Water/Sewer Fund, and how the budget will be impacted.

Commissioner Hagle made a motion to place the item on the September 12th Regular Meeting agenda under items of consent.

The motion carried unanimously.

7. FY 2023 Budget Amendment #4

Mr. Clark explained FY 2023 Budget Amendment #4 as follows: General Fund appropriation of fund balance for a police vehicle budgeted and ordered in FY22 but not received prior to June 30, 2022; the amount being \$35,000. Utility Fund appropriations of fund balance for a water department truck that was budgeted and ordered in FY22 but not received prior to June 30, 2022; the amount being \$41,000.

Mayor Harker deemed a consensus to place the item on the September 12th Regular Meeting agenda under items of consent.

8. July Financial Notes

Mr. Clark referenced the notes provided in the meeting packet and asked for any questions.

There were no questions; no action was taken.

**Mayor/Commissioner Comments**

Commissioner Hollinshed had no comments.

Commissioner Terwilliger thanked the Public Works staff for installing the four-way stop signs at the Ann Street and Live Oak intersection. He gave an update from the Eastern Carolina Council (ECCOG), discussing future round-about projects, one at the Lennoxville/Live Oak intersection and the other at the Highway 101/Live Oak intersection. He also mentioned a project would be starting soon to widen Highway 17 to four lanes. He asked for an update on LDO and Subdivision changes at the next meeting. He also requested a standardized project/engineer report be provided on a periodic basis, to track workflow and project information. He ended his comments by requesting a report on dredging that specifically shows how funding is obtained, spent, and utilized for yearly projects.

Commissioner Hagle requested an update on the deteriorating house at 1111 Fulford Drive. He gave a safety message on being a cautious driver.

Commissioner Oliver thanked the Board for his appointment to the Airport Authority. He mentioned recent sales tax data and discussed year to year growth. He discussed the Godette property and 104 Chestnut, confirming the status of each, and asking for a following up before the next meeting.

Commissioner Cooper asked for an update on a previously mentioned property on Cedar Street, the Bail Bondsman lot, noting it was an eye sore to the community. He commended the Town staff for their continued hard work.

Mr. Clark commented on the Godette property, sharing the Town does not have the details on the agreement between the property owner and North Carolina Preservation; only that there is a progress benchmark date of end of Q3 2023. He suggested it came down to whether or not the Board wanted to pursue the demolition process again, which would need to be started over. He noted several attempts had been made to discuss the status of the project with the property owner and conversations did not provide clear answers or a timeline to the Town. Mr. Clark said he would reach out to the owner again, to stress the importance of transparency to the Board on this project.

**Adjourn**

Commissioner Hagle made a motion to adjourn the meeting at 5:58 p.m.

The motion carried unanimously.

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Sharon Harker, Mayor

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Elizabeth Lewis, Town Clerk



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**Board of Commissioners  
Special Meeting  
6:00 PM Monday, August 24, 2022  
Train Depot, 614 Broad Street  
Beaufort, NC 28516**

**Call To Order**

Mayor Harker called the meeting to order at 6:00 p.m. explaining the purpose of the Special Meeting was to allow Public Comment on the Comprehensive/CAMA Land Use Plan, which also includes the Resilient Beaufort Strategy Plan.

**Roll Call**

Laurel Anderson, Planning and Inspections Administrative Support Specialist, called the roll.

Present:

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

**Agenda Approval**

Commissioner Hagle made a motion to approve the agenda.

The motion carried unanimously.

**Items for Discussion and Consideration**

1. Public Comment on the proposed CAMA Land Use Plan
  - Doug Doubleday, 114 Crystal Pines Court in Beaufort, complimented Town staff and the Planning Department on the massive amount of work put into the Comprehensive/CAMA Land Use Plan; including phase one and two of the NC Resilient

- Coastal Communities Program. He shared he is a member of the Croatan Group of the Sierra Club and discussed single use plastic reduction, noting he made a presentation to the previous Board regarding an initiative of named Plastic Free by the Sea; members associated with the initiative have been submitting articles and other information that is advertised in the Town's monthly newsletter. He mentioned the desire of Plastic Free by the Sea working with the Town on a sustainability project in the future, requesting they be able to present their ideas and suggestions at a future Board of Commissioners meeting.
- Susan Schmitt (PhD), 1527 Ann Street in Beaufort, shared her past professional accomplishments and contributions to the area. She asked the board to pass the CAMA Land Use Plan with the non-intensification zone intact. She discussed the common high tides experienced along Georgia and North Carolina coast lines. She shared several statistics supporting global warming in the Gulf Stream, suggesting rising sea levels were going to continue and natural disasters would be more difficult to manage. She noted that Beaufort's draft CAMA Land Use Plan says that the Town faces significant risks in the near future; sea level rise is projected to be around 40% higher than the global average. She also discussed King Tides and the affect they have on Beaufort.
  - Charles Llewellyn, 510 Front Street (Apt. 23) in Beaufort, commended the Stewart Group on an excellent job working with the citizens of Beaufort to development the joint Land Use Plan. From the plan, he pointed out the most important issues identified by the citizens were reliance and preserving the environment of Beaufort. He discussed the need for the Non-Intensification Zone (NIZ) and urged the Board of Commissioners to accept the plan in its entirety, noting that it was the wish of the citizens.
  - Suzanne Lea, 206 Ocean Street in Beaufort, described the non-intensification overlay on the maps presented in the draft CAMA Plan as an area assumed to have an annual probability of flooding. She discussed current and future sea level rise concerns in Beaufort and ETJ areas. She explained as a tax and utility paying citizen of Beaufort, she did not want to pay for replacing corroded pipes or flood damaged streets in documented high-risk areas. She suggested Public Infrastructure go to the edge of the high-risk area, and then private property owners could pay for building water, sewer, and road infrastructure that would connect to the Town. She expressed concerns for future building in the Non-Intensification Zone (NIZ), noting it was an important discussion that should be had about passing the financial burden onto the Town and the residents. She ended by thanking the Commissioners for their service and all those who helped work on the plan.
  - Daphne Littiken, 102 Stanton Road in Beaufort, shared her property was included in the new Non-Intensification Zone (NIZ), as part of the proposed CAMA Land Use Plan. She explained she was fully aware of what the true meaning of the Non-Intensification Zone (NIZ) encompasses and was 100% in favor of passing the CAMA Land Use Plan as is, with no changes. She noted that Jay McLeod with Stewart, shared in a prior meeting, the NIZ does not say don't build here. She also shared the Town Attorney described the plan as a guide, not an ordinance. She suggested the Commissioners be honest and lead the public in the right direction; she requested Commissioner Oliver recuse himself from the matter.
  - Sarah Spiegler, 130 Charles Street in Beaufort, thanked the Board of Commissioner for the opportunity to publicly comment on the CAMA Land Use Plan. As a homeowner and a concerned citizen of Beaufort, she urged the Commissioners to adopt the Comprehensive & CAMA Land Use Plan (dated June 9, 2022) in its entirety, including the language on the Non-Intensification Zone (NIZ). She suggested the CAMA Land

- Use Plan and NIZ was critical in making Beaufort and Carteret County more resilient to the current and near future impacts of climate change, sea level rise, coastal flooding, and storms. She discussed the two-year process of developing the plan, emphasizing the large amount of public involvement. She suggested changing or removing the NIZ would be detrimental to the current and future environmental, social, and economic well-being of the Town of Beaufort and its citizens. She ended by thanking the Board of Commissioners for everything they did for the Town of Beaufort.
- Marji Rawson, 900 Cedar Street in Beaufort, thanked the Board for listening to all the public comments and their continued support. She shared that she had participated in the creation of the document, like many others present, noting it was something they should all be proud of. She explained multiple ways she and other citizens were able to participate over the past few years, such as focus groups, meetings, discussions, and Town surveys. She said the Commissioners were charged with representing the majority of the Town, and the majority wants the CAMA Land Use Plan as written June 9, 2022, with the NIZ intact. She asked they respect the hard work of those who volunteered time, energy, and love for the Town to develop the rigorous plan. She suggested some were expressing concern for the ability to develop their property as they please. She went on to suggest the document was not an ordinance, and that it would not change what property owners could do with their lots. She asked that the plan be adopted as is, and also requested Commissioner Oliver rescue himself from the matter. She shared a petition that represented signatures of those who could not be at the meeting, but wanted their voices heard; the petition expressed the desire to keep the Non-Intensification Zone in the CAMA Land Use Plan.
  - Joe Provenzano, 131 Gray Duck Drive in Beaufort, shared his perspective on the plan focusing on utilities. He suggested providing a separate section of the plan that specifically addressed utilities, future planning, and forecasting of wastewater and stormwater issues. He stressed the importance of the Town's ability to evaluate future water quality, wastewater effluent processes, and the Total Maximum Daily Load (TMDL) for stormwater; he noted there needs to be consistent communication with the State and Department of Health.
  - Logan Louis, 900 Cedar Street in Beaufort, referenced the prior BOC Special Meeting which took place on July 14, 2022; he spoke on CAMA permitting and regulations. He shared the importance of the wording in a local CAMA Plan, which helps to determine approval or denial of a permit. He gave several examples of policies to explain whether the wording was definitive or not. He referenced the Non-Intensification Zone (NIZ) language of the draft CAMA Land Use Plan, stating that it does not use definitive regulatory prohibitive wording and cannot be the basis for denying a CAMA permit. He suggested the wording to describe the Non-Intensification Zone was carefully chosen, to make sure the Division of Coastal Management could not deny a permit on that basis of the NIZ, and local control would be retained. He concluded by asking the Board to adopt the plan as presented.
  - Virginia Ferri, 102 Leonda Drive in Beaufort, spoke in support of adopting the June 9, 2022 draft version of the CAMA Land Use Plan. She spoke on the development process of the plan, specifically regarding the efforts of the Town's steering committee. She noted the final product was something for all to be proud of; it creates a policy framework and guide for responsible growth and development in natural resource conversation for the Town. She noted five key topics within the plan, sharing that the Non-Intensification Zone directly addresses those topics required by the Coastal Resources Commission. She noted those five topics as: Public Access, Land Use Compatibility, Infrastructure Capacity, Natural Hazard Areas, and Water

Quality. She spoke of the Non-Intensification Zone, suggesting that part of the plan was in response to the natural hazards associated with climate change, coastal storms, and protection of the unique environment. She shared the document should be considered a framework and guide, which is not regulatory. She requested the Board show appreciation for the effort put into the CAMA Land Use Plan by adopting the draft version from June 9, 2022 in its entirety.

- Kate Allen, 4104 Plantation Road in Morehead City, explained she was a prior Town of Beaufort employee and was very involved in the planning process of the project until July of 2021 when she left the Town. She commented on the public input portion of the plan, speaking directly to how the steering committees and focus groups were selected. She shared the selection methods for these groups were purposeful and much thought went into the formation of each group. She noted diversity and inclusion were in the forefront of any of the public outreach efforts.
- Harriet Altman, 103 Leonda Drive in Beaufort, spoke of all those who were involved in the two-plus year project, complimenting their work towards a future guide for the Town of Beaufort. She discussed a grant the Town of Beaufort was awarded under the N.C. Resilient Coastal Communities Program, pointing out the reasons Beaufort qualified for the grant. She suggested planning for hazards, future conditions, and developing science driven solutions were vital steps to ensuring the well-being and sustainability of the Town. She noted the top two priorities identified in the proposed plan were environment and resilience. She expressed the need to accept the plan in its entirety, including the identification of the Non-Intensification Zone. She suggested the Town needed to make sure decisions on plans such as this, do not make them liable by providing infrastructure in areas that are identified as at risk. She urged the Board to accept the plan, including the Non-Intensification Zones, as it is a great guide for the future of Beaufort.

Mayor Harker thanked the citizens for their participation and comments on the proposed plan. She asked the Board if they would like to act on the plan or take time to consider what they have heard from the public.

Commissioner Cooper commended those who participated in the public engagement portion of developing the plan. He suggested passing the plan at that time, as the citizens put much effort in helping craft it.

Commissioner Oliver said he was in favor of planning, this plan in particular, and with very minor changes in the NIZ, in favor of that as well.

Commissioner Hagle thanked everyone for the time spent on the plan and for sharing their comments. He too suggested the NIZ needed some changes, and they should take time to do that.

Commissioner Terwilliger thanked the audience for coming to share their comments, he felt they were well presented. He shared that he would like a little bit of time to take all the comments under consideration and pointed out there were a couple of things that needed to be examined further.

Commissioner Hollinshed thanked the citizens for their comments, emails, and manner in which they have expressed their thoughts. She shared she was not yet ready to make a decision on the plan, as she need further clarification on a few areas of the plan.

Mayor Harker deemed a consensus, with the exception of Commissioner Cooper, to make a decision on the plan at the next scheduled Board of Commissioners meeting.

Todd Clark, Town Manager, provided clarity on the adoption process through the Division of Coastal Management and then later the Board of Commissioners.

Commissioner Hagle made a motion to add the topic to the September 12, 2022, Regular Meeting agenda under items for discussion and consideration.

The motion carried unanimously.

**Adjourn**

Commissioner Hagle made a motion to adjourn the meeting at 6:45 p.m.

The motion carried unanimously.

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Sharon Harker, Mayor

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Elizabeth Lewis, Town Clerk



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**Board of Commissioners  
Regular Meeting  
6:00 PM Monday, September 12, 2022  
Train Depot, 614 Broad Street  
Beaufort, NC 28516**

**Call to Order**

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

**Pledge of Allegiance**

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

**Roll Call**

Elizabeth Lewis, Town Clerk, called the roll.

**PRESENT:**

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

**Agenda Approval**

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

The motion carried unanimously.

**Public Comment**

Logan Louis, 900 Cedar Street in Beaufort, discussed and shared several quotes from a recent editorial published by Carteret County News-Times regarding Beaufort’s future land use plan. Mr. Louis noted the amazing participation from Town residents in the development of the proposed CAMA Land Use Plan, while expressing frustration with the referenced article. He spoke on the Non-Intensification Zone (NIZ), clarifying the meaning of key words such as “shall” and “shall”, suggesting the NIZ does not prohibit

development. He offered his understanding of the plan, stating it was not a Land Development Ordinance. He suggested development of the land use plan clearly reflects Beaufort’s demographics and full impact on it’s economic future.

John Flowers, 321 Orange Street in Beaufort, shared his frustration regarding the Compass Hotel and buffering around his property. He referenced a previous staff report that indicated the developers would complete the buffering requirements first but noted the fence around his property was still not up. He requested a possible letter be sent, or some other type of action be taken to ensure the developer comply with the buffering conditions.

Kathleen Schurdevin, 119 Sherwood in Beaufort, spoke on the proposed CAMA Land Use Plan and her long-term residency in Beaufort. She shared her past job knowledge as a landscape architect, experience in the planning section of an engineering firm, and a department of transportation employee. She explained she was not unrealistic about development and had been involved in numerous development projects and environmental assessments over the years. She suggested there were distortions and falsities regarding the Non-Intensification Zone (NIZ); noting there were not a set of rules, regulations, or ordinances in the plan, rather than a framework for decision making in the sensitive development zones.

**Presentations**

- 1. Beaufort Police Department- Awards/SRO Introductions

Paul Burdette, Police Chief, shared several officers from the Beaufort Police Department recently responded to and saved two people actively choking. He presented a Life Saving Award to the following employees: Officer Michael Dennis; Sergeant Shephard Newman; Officer Jared Meyer.

Chief Burdette also introduced the department’s School Resource Officers and let them each say a few words. It was noted that Officer Meyer will be stationed at Beaufort Elementary School, Officer Ferreira at Beaufort Middle School, and Officer Bullock at Tiller School.

- 2. Dredging Update- Kyle Garner

Kyle Garner, Planning & Inspections Director, provided an update on recent dredging activities. He explained each year, the Town sets aside funds for dredging Bulkhead Channel, which is completed by the Army Corps. He noted the cost of each dredging cycle depends on the amount of cubic yards of sand to be moved, estimated by the Army Corps. He discussed budgeting practices amongst the Town and other entities, suggesting the cost of future projects could rise, as more areas need to be dredged.

**Items of Consent**

- 1. Minutes- July 14th & August 8th
- 2. Budget Amendment- 1809 Live Oak Street Water and Sewer Main Extensions
- 3. FY 2023 Budget Amendment #4

Commissioner Hagle made a motion to approve the Items of Consent.

The motion carried unanimously.

**Items for Discussion and Consideration**

- 1. Comprehensive and CAMA Land Use Plan

Mayor Harker introduced Rachel Love-Adrick, District Planner with the Division of Coastal Management. She shared Ms. Love-Adrick was present to answer any questions the Board might need further clarification on regarding the CAMA Land Use Plan.

Ms. Love-Adrick explained that she reviewed land use plans for consistency with the Coastal Resource Commission's rules; once the plans are approved, the CAMA Land Use Plan is assessed for consistency with CAMA permits. She noted while reviewing a CAMA permit, she would look at the future land use maps and policies. She discussed enforceable policies, described as definitive and regulatory, explaining how they would be used to deny or approve a permit.

Commissioner Terwilliger discussed his concern regarding the plan having three separate documents combined into one. He classified those sections as: Beaufort General Land Use Plan, Beaufort CAMA Land Use Plan, and Beaufort Resiliency Plan. He shared that the proposed document had so much information, he was concerned about how the Division of Coastal Management would use it. He also brought attention to terms like, "should" and questioned whether it would be enforceable.

Ms. Love-Adrick noted the Coastal Resource Commission has planning goals/guidelines that have to be incorporated in the plan. She explained she would analyze the section on policies, review the future land use map, and the future land use map classifications as a basis for the permit approval process. She explained the policies would have their own section and be applied to areas such as Public Access, Land Use Compatibility, Infrastructure Carrying Capacity, Natural Hazard Areas, and Water Quality. She provided an example of some terms she considered regulatory, such as "shall", "required", "prohibited", which could be interpreted as enforceable. She shared that some agencies had separate plans, noting that requires separate reviews of each of the plans. She shared she was seeing more comprehensive plans lately, meaning everything together as one document.

Commissioner Terwilliger suggested the combined plan should be very clear as to which section addresses specific concerns.

Ms. Love-Adrick explained part of the plan review for 7B for the Land Use Plan rules, is a matrix; the consultant goes through the matrix and identifies where each requirement is being met, from a CAMA standpoint.

Commissioner Hollinshed asked Ms. Love-Adrick, if she was given CAMA a plan for review and part of it was a vision, but it could be considered a reality, how would the applicant be held accountable.

Ms. Love-Adrick explained it depends on what the policy states; suggesting that zoning and ordinances are what drives development in a local community.

Commissioner Hollinshed asked how the budget statements throughout the document were handled by CAMA.

Ms. Love-Adrick explained CAMA sets standards and review capacity; the local government portion of the planning falls on the Board, as far as funding is concerned.

Commissioner Hagle shared that he also struggled with the comprehensive portion of the plan being together with the CAMA portion. He questioned what specifically CAMA dealt with.

Ms. Love-Adrick explained it would be environmental; what effects the water, not just beginning at the shoreline. She reiterated the five main policies that were required in the plan.

Commissioner Oliver asked if somewhere in the plan it was stated, new development would not be allowed to install bulkheads, would that be something Ms. Love-Adrick would enforce.

Ms. Love-Adrick asked if new development was defined in the plan and explained that is where the definitive and regulatory statement needs to be clear; the definition of new development could vary from community to community.

Commissioner Oliver asked, assuming new development was clearly defined and the plan stated new development would not be allowed to install bulkheads, would that be enforced by CAMA.

Ms. Love-Adrick said she would prefer it say bulkheads are prohibited, but would not be allowed is pretty definitive.

Commissioner Oliver asked if CAMA had a codification system or if they largely interpreted decision based off each separate document.

Ms. Love-Adrick explained each community's plan was different, depending on their policies. As far as being codified, she explained that was referenced in the Coastal Area Management Act and in the 7B Rules, noting a permit cannot be granted if it is inconsistent with the Land Use Plan.

Commissioner Terwilliger read the following comments into the record:

*I want to thank everyone who has worked on this Plan to date. The efforts of Town staff, the consultants, Stewart Engineering, and the citizens of Beaufort are evident throughout the document. The work that has been put forth on this Plan will pay dividends now and into the future if we work together.*

*Although I believe that the document is a solid start to an updated Plan, I believe that there are some critical items that need to be addressed before we can move forward with approval and submission.*

*The first item revolves around the fact that the document is really 3 separate documents, which have been combined into one. They are the Beaufort General Land Use Plan, Beaufort CAMA Land Use Plan, and Beaufort Resiliency Plan.*

*The fact that the Plans are combined is permissible by NC Statutes. The challenge as I see it is that there is no clear delineation/identification of which parts of the document speak to which Plan. I believe this needs to be clarified, so the document clearly shows which sections address which Plans and therefore, clearly identifies what we want CAMA to use/consider during their permitting process.*

*The next area of concern is the lack of mitigation details/specifics in the Plan. When a Plan to address issues that may come to realization over the next 75 years or so is developed, it should be a flexible Plan that looks at interim steps which could be taken, along with potentially more drastic steps that may be required later. This Plan mentions mitigation approximately 80 plus times within the document. Unfortunately, it does not provide any specifics around potential mitigation steps or their use/timing within the document. Whether or not we ever get to the point where we must implement the Non-Intensification Zone (NIZ) or a similar approach, these mitigation steps should be implemented in the near term to protect against flooding events occurring today. They are compliment*

*The next section of the document that could use some additional thought and changes is the Non-Intensification Zone section. I am not against the NIZ proposal. I believe that through a deterioration of environmental conditions, we may be forced to reevaluate how we implement and support public utilities within Beaufort. I do not believe we are there today. Refinement of this concept should continue to ensure that we minimize the impact on existing landowners and the growth options for Beaufort.*

*I would recommend the following steps to accomplish the following: Incorporate the use of mitigation techniques within the definition of the NIZ; Establish a methodology for the periodic reevaluation of the environmental changes taking place and update the LUP accordingly (Recommended review every 3-5 years); Modify the wording on the NIZ definition to state that, "it is included for the purposes of future study and consideration".*

*As I said previously, mitigation options should be defined and be required as we move forward in the immediate future. They will complement the efforts of the NIZ if we move in that direction in the future. We should leave the concept of the NIZ in the document. We should review and modify the language to ensure that CAMA and other agencies understand that this a potential future option for Beaufort.*

*Another gap in the document is how it specifically does not incorporate the issues associated with stormwater runoff into the discussion. Although there are a few sections where it is mentioned, there is no effort to significantly address it. Stormwater issues are responsible for a significant amount of flooding in downtown Beaufort. Much of this flooding is not due to environmental issues but to the poor management of our stormwater infrastructure over the last 20 plus years.*

*There are other issues that need to be addressed in the document also to ensure that the document provides a comprehensive, fair assessment of what Beaufort needs to do going forward. These Plan(s) are important to the Town of Beaufort. We should demand that we take the time to do the best possible job on them we can collectively do. Anything less, would be a detriment to the Town. We have the time to expand upon and enhance what has been done to date.*

*I have identified numerous problems with spelling, typos, incomplete sentences, etc; which I have documented and should be fixed. I also believe that the document needs to be a living document. There needs to be a mechanism implemented where we can track revisions accurately and know what version we are referencing at any given point.*

Commissioner Cooper noted that it took a lot of work to compose the current draft CAMA Land Use Plan, suggesting a review of the plan every 3-5 years would be too often. He shared that he believed the proposed Plan was solid and thought they should vote on it and move on, rather than continuing to debate the topic.

Commissioner Oliver read the following comments into the record:

*Now that I heard Public Comments and Commissioner questions have been addressed, I am prepared to provide my suggestions concerning the Plan. I am extremely sensitive to our environment. To be fully transparent with this Board and our community, I and my family have supported award winning land conservation and environmental sanctity for generations. Likewise, I have developed property that far exceeded the requirements of land plans for 45 years.*

To answer the questions that I should recuse myself, I or no related party or entity have proper available for further development in Beaufort. My vote will be 100% in the best interests of Beaufort. My recommendation concerning the Non-Intensification Zone (NIZ) is actually more far-reaching than the draft.

I am in favor of updating the Comprehensive and CAMA Land Use Plan, however, I suggest two improvements to the June 9<sup>th</sup> Draft:

1. Despite the words “mitigate” or “mitigation” being used 87 times in the Plan, there are limited mitigation methods in either the NIZ or the Resiliency Sections. I want there to be absolute clarity in this “guidance” document that mitigations precluding the effects of flooding, stormwater and rising tide be required for construction and reconstruction in the NIZ. Mitigation methods should include at least the following:

- Sea Walls and Bulkheads and other shoreline hardening
- LOMR’s
- Sealed utilities
- Floodproofing
- Privately installed utilities
- Freeboards
- Other elevations
- Bio-retention
- Clustering
- Conservation by easement or otherwise
- Buffers
- On-site stormwater collection
- Urban waterfront redevelopment CAMA exemptions

There are numerous parcels where flooding and/or sea level rise have been mitigated allowing safe, prudent use of their parcels, such as: SECU, Taco Bell, 34N Building, McDonalds, The Duncan House, and the house immediately west of the Train Depot.

2. There are no distinctions made between the effects of sea level rise and storm water. “Storm water” is mentioned 1 time, “rainwater” 0 times while “sea level rise” is mentioned 129 times and “flood” 437 times. I suggest Stewart include hydrology recommendations similar to those authored by hydrologist Michael Ellison of W.K. Dickson & Company, Inc.

I have the utmost respect for the countless hours contributed, but this Board must ensure the Plan is balanced between environmental, economic and property right issues even if it means performing a paragraph-by-paragraph review. We need to be extremely careful in our review to avoid any misuse of the Plan by special interests through lobbying or legal challenges. We need a clear understanding of which portions and by whom the Plan will be used. What does “guide” mean for the Town?

Does it mean utilities will not be publicly installed? Or publicly maintained? Or not allowed to be privately installed or maintained? Will mitigation allow Town and/or CAMA approvals and re-approvals?

The June 9, 2022, Draft, despite being couched as “guidance”, could be interpreted in a manner that would restrict property right of Beaufort’s citizens per the Town Attorney who wrote: “I do not think one can ever say with certainty that the NIZ restrictions...will never apply to existing structures”. Have we heard from those in the NIZ who will be affected? I don’t think that we

have. As an aside, I do not believe it is government’s role to protect the financial security of its residents, as noted on Page 191.

On the other hand, Legal Counsel confirmed that our current plan is considered “reasonably updated” and that we need not adopt this Plan immediately to meet 160D State compliant. Mayor Newton advised in writing on September 1, 2022, that it is “Far better to get this right, than to go fast”. I am not in favor of “my way or the highway” and hope others feel the same way. The NIZ represents a significant portion of the land acreage in Beaufort and deserves special attention. I’ll also point out, that without reasonable mitigation the Plan will also have other unintended consequences, such as accelerating the gentrification of Beaufort due to exponential increases in land prices and taxes, and making any goal of mixed-income housing impossible.

Other items that have been touched upon by other commissioners: we need to integrate the Plan more than it has been to date; a maintenance/revision plan with an emphasis on environmental changes is needed at least each three years; we need to incorporate all prior reports and studies in Chapter 3 and elsewhere in the Plan, specially the 2006 Wooten Stormwater Plan and its revisions.

Madam Mayor, I am prepared to make a motion submitting the Plan when these discussions are complete.

Mayor Harker what the pleasure of the Board was; the Board wished to hear Commissioner Oliver’s motion.

Commissioner Oliver stated, I make a motion that the Town Manager instruct Stewart to amend the Plan to 1) add a list of acceptable mitigation methods that preclude the effects of flooding, stormwater and rising tide and be required for all construction and reconstruction in a NIZ; 2) Add hydrology recommendations similar to those authored by hydrologist Michael Ellison of W.K. Dickson & Company, Inc. and; 3) Provide attention to the other items and Errata reported by the Commissioners and Staff tonight.

Commissioner Hagle suggested that mitigation was going to have to come through Town ordinances.

Commissioner Oliver said personally he believed providing a guidance document without including mitigation is false guidance. He suggested if you are in a flood plain, which is what the NIZ is, you have to mitigate before getting a permit.

Arey Grady, Town Attorney, explained that the Town has a Flood Plain Mitigation Ordinance that basically implements the federal and state requirements for construction in the flood plains, and there are certain requirements. He shared he did not believe the current ordinance included all the mitigation items that Commissioner Oliver mentioned.

Commissioner Terwilliger shared his thoughts on finalizing the document. He noted it was a very important document and there was no rush to submitting it; he emphasized the importance of addressing the typos and other items previously mentioned.

Commissioner Hagle asked Commissioner Oliver if he would consider amending or removing the hydraulic information from his motion.

Commissioner Oliver said he would prefer not to, as he thought it was a fundamental issue.

Commissioner Cooper suggested the document had a life of its own; the typos should be fixed, and other areas of concern should be looked at again, even if it takes a little longer to complete.

Mr. Clark informed the Board it was his understanding that Stewart had fulfilled their contract with the Town, and any additional funds associated with the project would require a budget amendment.

Mayor Harker reminded the Board there was a motion on the floor, made by Commissioner Oliver, and called for a vote.

The motion carried unanimously.

2. Conflict of Interest Policies

Barbara Cooper, Human Resources Manager, clarified a few questions from a previous meeting regarding employees and firearms. She confirmed the weapons section had not changed and firearms were not prohibited on Town property. She explained the conflict of interest policies included in their meeting packets were simply updates to the current employee conduct section, and they were written by the Town Attorney.

Commissioner Terwilliger questioned a situation where an employee has a conflict, and if they are required to report it to their supervisor.

Ms. Cooper confirmed they were.

Commissioner Hagle made a motion to approve the presented Conflict of Interest Policies.

The motion carried unanimously.

3. Sewer Allocation Request- 506 Island Drive., Beaufort NC (Deerfield Shores Subdivision)

Greg Meshaw, Town Engineer, explained Reta Hutchins requested that 120 gallons per day (gpd) of sewer capacity be allocated to 506 Island Drive in Deerfield Shores subdivision for a two-bedroom home that is nearing completion. He gave background on the request and the Deerfield Shores subdivision.

Commissioner Terwilliger expressed concerns about sewer capacity at Deerfield Shores, asking if it was limited.

Mr. Meshaw confirmed there was capacity for this house as well as others. He explained the homeowner would pay tap fee, system development fees, and double sewer rates.

Commissioner Hollinshed noted the homeowner had a rather large lot, and asked Mr. Meshaw if there were any restrictions in place to ensure they did not increase the size of the dwelling.

Mr. Meshaw explained it would be hard to regulate, as building permits are issued by the County in that area.

Commissioner Hagle suggested the Town be in contact with the County regarding construction at Deerfield Shores.

Commissioner Oliver asked if the application referenced a certain number of gallons of flow; so something additional did occur, the Town could refer to the original paperwork which only approves two bathrooms.

Mr. Meshaw confirmed the application noted the specific request of 120 GPD.

Commissioner Hagle made a motion to approve the request as presented.

The motion carried unanimously.

4. Grant Funding Assistance Resolution- Local Assistance for Stormwater Infrastructure Investment

Mr. Meshaw shared the North Carolina Department of Environmental Quality will award approximately \$82 million in American Rescue Plan Act funding for stormwater projects from the newly created Local Assistance for Stormwater Infrastructure Investments program (LASII); of the \$82 million, \$57.4 million will be available for construction and \$24.6 million for planning grants that will improve or create infrastructure for controlling stormwater quantity and quality. He explained that given the recent creation of the LASII funding source, staff is recommending that the Board of Commissions consider adopting a resolution that authorizes a funding request for two potential efforts as follows:

- Performance of an Inventory, Assessment and Planning Study that targets the Meeting Street flooding issue with a goal of determining alternatives if any, for mitigating the frequency and degree of flooding.
- A Stormwater Construction Project to include the installation of four stormwater treatment systems as an addition to the USDA-funded project. These proposed treatment units are designed to remove pollutants such as oil, grease, and sediment, nutrients, pathological bacteria and heavy metals from the first 1-1/2" rain from a storm event. These units are not currently incorporated into the USDA funded Stormwater Improvements Project as there are insufficient funds for their inclusion.

Mr. Meshaw noted that for both the Planning Grant (Meeting Street study) and the construction of the four Stormwater Treatment systems, the possible funding available is in the form of a 100% grant. The funding being requested for the Planning Grant is \$400,000, while the Construction Grant funding request is estimated to be \$4,362,170. Under the LASII program, the grant limit per application for Planning Grants is \$400,000 and \$5,000,000 for Stormwater Construction Grants.

Commissioner Terwilliger asked if applying for the grant would impact the legal obligations of the Town regarding the flooding issues on Meeting Street.

Mr. Grady indicated he did not believe applying for the grant would make the Town liable for performing the suggested work.

Commissioner Hollinshed asked what the study included.

Mr. Meshaw explained there would most likely be a hydrology study, as well as other analyses and a final report with recommendations.

Commissioner Cooper asked for clarification on water quantity and specific testing to be done.

Commissioner Oliver asked for additional clarity on the hydrology studies.

Mr. Meshaw explained they would delineate the watershed and do calculations on how much water comes from the area.

Commissioner Oliver suggested notifying the Palmetto Plantation HOA of the grant and have them on board with any future strategies or recommendations to mitigate the flooding issue.

Mr. Meshaw noted he did not see a problem with involving the neighbors but wanted it to be clear, that the results of the study did not obligate the Town to financially alleviate the problems at hand.

Commissioner Hagle suggested if there were any extra funds available, it would be advantageous to look at other areas of the Mercer Development regarding drainage issues.

Commissioner Hagle made a motion to approve the grant funding request.

The motion carried unanimously.

**Public Hearing**

1. Walking Permit- Hungry Town Tours

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

The motion carried unanimously.

David Cartier, applicant of the Hungry Town Tours, provided a background on his business and explained the request was a renewal for a Walking Permit, as provided in the meeting packet.

Mayor Harker asked if there was anyone in the public that wished to comment on the walking permit application.

There was none.

Commissioner Hollinshed made a motion to close the Public Hearing.

The motion carried unanimously.

Commissioner Hollinshed made a motion to approve the Walking Permit request, submitting by hungry Town Tours.

The motion carried unanimously.

**Manager Report**

Mr. Clark shared highlights happening within several departments. A full report can be viewed at: <https://www.beaufortnc.org/boardofcommissioners/page/managers-repor>

**Mayor/Commissioner Comments**

Commissioner Terwilliger had no comments.

Commissioner Hollinshed recognized the first responders who were able to save several lives. She noted that music in the park has been successful so far and encouraged others to attend on Thursday evenings.

Commissioner Cooper thanked Town staff for continued work, specifically concerning a property on Cedar Street that required extra attention. He also commended the Police Officers who were recognized for their life saving efforts.

Commissioner Hagle thanked Mr. Garner for the dredging update. He also commended the SRO's and the Police Officer's involved in the life saving events. He shared appreciation to those vital in the composition of the CAMA Land Use Plan. He also noted the hard work from staff on continued efforts to improve infrastructure.

Commissioner Oliver praised Town leadership, specially within the Planning Department. He commended the Police Department and their efforts in saving several folks. He expressed his desire for the community to come together regarding the CAMA Land Use Plan.

Mayor Harker noted the anniversary of Hurricane Florence and urged people to be prepared during hurricane season. She commented the Town's law enforcement on saving lives and being good role models daily. She noted the importance of small businesses in the area. She commended Town staff and the work they strive to complete.

**Closed Session**

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

Commissioner Hagle made a motion to go into closed session, pursuant to NCGS 143-318.11 (a) (3).

The motion carried unanimously.

**Adjourn**

Commissioner Hagle made a motion to adjourn the meeting at 9:10 p.m.

The motion carried unanimously.

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Sharon Harker, Mayor

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Elizabeth Lewis, Town Clerk



**Town of Beaufort, NC**

701 Front St. - P.O. Box 390 - Beaufort, N.C. 28516  
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**Board of Commissioners  
Work Session Meeting  
4:00 PM Monday, September 26, 2022  
Train Depot, 614 Broad Street  
Beaufort, NC 28516  
Minutes**

**Call To Order**

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

**Roll Call**

Town Clerk, Elizabeth Lewis, called the roll.

**PRESENT:**

Mayor Harker

Mayor Pro Tem Hagle

Commissioner Oliver

Commissioner Cooper

Commissioner Terwilliger

Commissioner Hollinshed

**Agenda Approval**

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

The motion carried unanimously.

**Public Comment**

Logan Louis, 900 Cedar Street in Beaufort, shared his concerns regarding the lack of streets or sidewalks in the Salt Wynd Development. He pointed out that Stormwater Control Measures (SCMs) would be constructed in place of streets or sidewalks and suggested they will not be successful in the

area if constructed of pervious concrete and be appropriate for the site condition. He emphasized the importance of making sure the SCMs were constructed to exact specifications and requested the Commissioners take no action on the Salt Wynd Preserve, Phase I, Final Plat until they learn more about the proposed SCMs of the project.

**Items for Discussion and Consideration**

1. Case # 22-13 Final Plat – 1791 Live Oak

Kyle Garner, Planning & Inspections Director, shared the staff report regarding Case # 22-13, Final Plat for 1791 Live Oak. He explained that staff was requesting this be an item for discussion and consideration at the Board of Commissioner's October Regular Meeting. He shared the Planning Board's recommendation from their September 19, 2022 meeting; decision on the final plat with the condition that the final plat should not be signed or recorded until the access easement is signed and executed.

Commissioner Terwilliger asked for a diagram that could show approximately where the easement would be, off the access road.

Mr. Garner said he would try to have that before the next meeting.

Commissioner Hagle agreed he would like to see a diagram of the location regarding the easement before approving the final plat. He also asked about the piece of property in between, that was in question at a previous meeting.

Mr. Garner confirmed that the ABC Store property owner's gained that area.

Commissioner Oliver requested a copy of Map Book 32, Page 417 be attached as well, because it is referenced in the access agreement.

Mayor Harker deemed a consensus to place Case #22-13 under Items for Discussion and Consideration at the October 10th Regular Meeting.

2. Case #22-19 Final Plat – Salt Wynd Preserve (Phase I)

Mr. Garner explained the applicant was requesting to subdivide a 37.06-acre tract into 47 single-family residential lots. He also shared there was a bond infrastructure improvement bond associated with the project, totaling \$3,153,123.36. He noted recreation fees in the amount of \$5,527.20 will need to be paid prior to Final Plat recordation.

Commissioner Terwilliger asked the bond figure be reviewed to ensure it was the right figure and bond type.

Commissioner Hagle asked the Town Engineer to provide more information regarding the storm water flow, easements for storm water and other related items.

Mayor Harker deemed a consensus to place Case #22-19 under Items for Discussion and Consideration at the October 10th Regular Meeting.

3. Case # 22-21 Subdivision Text Amendment - Preliminary Plat Process

Mr. Garner explained the Board had previously requested an additional layer of review be added to the Preliminary Plat process of the Town's Subdivision Ordinance. The proposed text amendment will allow the Board of Commissioners the final approval on all Preliminary Plats.

Mayor Harker suggested spelling out abbreviations in the proposed text amendment; terms such as "TRC" and "BOC". She deemed a consensus to set a Public Hearing on the proposed amendment, to be held October 10, 2022.

4. Voluntary Annexation (Salt Wynd Preserve Phase II)- Certificate of Sufficiency; Fix a Public Hearing

Ms. Lewis presented a Certificate of Sufficiency in regard to the voluntary annexation request associated with Salt Wynd Phase II development; it is referenced below:

**CERTIFICATE OF SUFFICIENCY**

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

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

- a) The petition for Voluntary Annexation of several portions of the following parcels: 731609153648000; 731609161556000; 731609167703000; totaling 44.65 acres contains an adequate boundary of requested area to be annexed, via the survey map.
- b) The area described in the petitions is contiguous to the Town of Beaufort primary corporate limits, as defined by G.S. 160A- 31.
- c) The petitions are signed by the owners of referenced parcels above and include addresses of all owners of real property lying in the area described therein.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Beaufort of Carteret County, this 26<sup>th</sup> day of September 2022.

(SEAL)

---

Elizabeth Lewis  
Town Clerk

Mayor Harker deemed a consensus to fix a Public Hearing for October 10, 2022, on the question of annexation.

5. Financial Notes

Christi Wood, Finance Director, provided financial notes for August 2022. She shared the sales and use tax distribution for September was \$267,403; which references June sales. She noted that the Ad Valorem Taxes collected during August have not been received from the county as of September 20, 2022. She explained Carteret County had a tax software conversion that resulted in a slight delay of tax bills being sent out; the files were sent out to the billing vendor the previous Friday.

Commissioner Terwilliger suggested the dredging account, currently under Public Works, be moved under Planning & Inspections as they are responsible for coordinating and managing the dredging operations. He also requested the Town look into moving any left over dredging funds to a reserve account that can be tracked and managed year to year, separate from the general fund.

**Presentations**

- 1. Beaufort Harbor & Waterways Master Plan Advisory Committee

Doug Townsend, Chairman of the Beaufort Harbor & Waterways Master Plan Advisory Committee, gave a presentation that provided recommendations for improvements and future concepts associated with the waterfront area. *A complete copy of the presentation is attached and incorporated as part of the minutes.*

Mayor Harker thanked Mr. Townsend and the Waterways Committee for their hard work and dedication, noting they had truly gone above and beyond. She gave the Board an opportunity to ask questions and comment on the presentation.

The entire Board of Commissioners expressed gratitude and commended the efforts of Mr. Townsend and the rest of the Waterways Committee. A summary of comments from each Commissioner is listed below.

Commissioner Hollished asked questions regarding the survey responses, noting the percentages were high but the results reflected lower numbers. She introduced the idea, if for sale, of potentially purchasing the Dock House and utilizing it as a centralized location for the dock master and/or welcome center. She confirmed that the fuel storage area would be buried under the greenspace.

Commissioner Terwilliger noted a potential option for fuel tanks could be the Finz's property if it were for sale. He discussed the financial aspect of the project, suggesting there be a conversation with Haywood Weeks to get a better understanding of potential revenues associated with the docks. He noted one of the most difficult parts of the decision would be determining whether to go in the public or private direction.

Commissioner Hagle noting he would like to maintain as much vista as possible, as the beauty of Beaufort is a key component to its success. He suggested that the Dock House location was the best, as it was centered around all operations and another building would not have to be constructed. He expressed his desire to keep any additional buildings as small as possible, to maintain the most vista. He discussed the fuel tanks, sharing he would like to review any inspections results associated with the tanks. He stressed the importance of finding a way to get the three necessary improvements completed, and potential phases of the project, noting the first two items (bulkhead and boardwalk replacement) were the most essential.

Commissioner Oliver confirmed that the presentation/recommendations from the Harbor & Waterways Committee supported Moffatt and Nichol's Final Master Plan document, and that they worked jointly throughout the process. He discussed initial strategies for dealing with 3rd parties, noting they did not want to be in a position where they were dependent on them and explained that is why the options presented were associated with Town owned properties.

Commissioner Cooper noted the importance of understanding current conditions of the fuel tanks discussed. He agreed that the bathrooms and bathhouse are in need of improvements.

Commissioner Hagle made a motion to continue discussing the recommendations at the next BOC Work Session Meeting.

The motion carried unanimously.

### **Mayor/Commissioner Comments**

Commissioner Hollinshed shared the prior weekend was busy for Beaufort, nothing the Pirate Invasion was a popular event and there seemed to be a lot of foot traffic on the waterfront. She again commended the Beaufort Harbor & Waterways Master Plan Advisory Committee on their hard work and professionalism exhibited in the presentation.

Commissioner Terwilliger echoed praises of the Beaufort Harbor & Waterways Master Plan Advisory Committee, noting they were providing a valuable service to the Town. He share he was looking

forward to having further discussion on the recommendations presented and working with the Committee. He shared that financing was critical in future planning of the waterfront projects. He noted it had been a great weekend in Beaufort, the Pirate Invasion was successful and the weather was nice. He suggested traffic patterns in and out of Gallants Channel be regulated during future events.

Commissioner Hagle commended the Beaufort Harbor & Waterways Master Plan Advisory Committee on their hard work. He expressed his concerns on the financial aspect of the project and agreed future debt needed to be assessed to better understand what the Town can afford moving forward with the improvements. He ended by providing a safety message about school bus traffic.

Commissioner Oliver provided an update from the Carteret County Airport Authority, as he is a newly appointment member. He shared information regarding the Airport and its daily function. He noted there was a clear opportunity for growth through ground leases and user investment in hangers.

Commissioner Cooper shared he was a member of the North Carolina Beach, Inlet and Waterway Association and they were considering holding their spring conference in Beaufort. He made note to a possible hurricane that could impact the area in the next week or so and encouraged citizens to be prepared and responsive to local updates.

Mayor Harker shared it was great to see large amounts of people in Town enjoying Front Street as well as the events at Gallants Channel. She thanked Heather Harris for organizing a litter campaign which she participated in the prior weekend. She encouraged citizens to make efforts to keep the road and waterways clean.

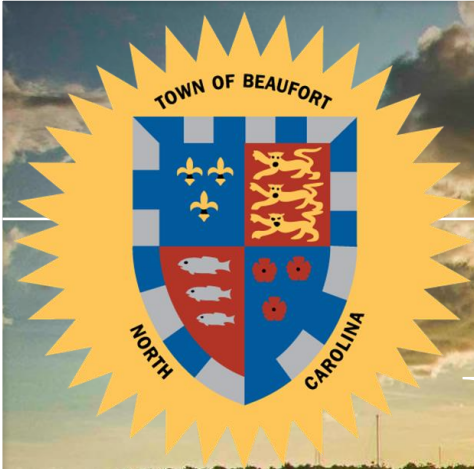
**Adjourn**

Commissioner Hagle made a motion to adjourn the meeting at 5:40 p.m.

The motion carried unanimously.

\_\_\_\_\_  
Sharon Harker, Mayor

\_\_\_\_\_  
Elizabeth Lewis, Town Clerk



Board of Commissioner's Presentation

# Beaufort Harbor & Waterways Advisory Committee

## Master Plan Recommendations

Sept. 26, 2022



# Harbor & Waterways Committee

**Doug Townsend -- Chairperson**

**Doug Doubleday -- Vice Chairperson**

**Steve Bishop**

**Becky Bowler**

**Tipper Davis**

**Vic Fasolino**

**Susan Sanders**

**Miriam Sutton**

**Charles Oliver, Board of Commissioners Liaison**





# COMMITTEE GOALS AND OBJECTIVES

1.

- **Make recommendations to the Board of Commissioners**
- **BOC prioritizes activities**
- **Recommendations of Committee will be fact-based, supported by credible, non-partisan research**

Established by the BOC in September 2021

# COMMITTEE PLEDGE OF ALLEGIANCE

- Check personal opinions/biases in the closet
- There are no sacred cows
- Think what is best for Beaufort and its tax-paying residents
- Think for future generations who will have to live with our work
- Strong/popular docks = Strong/popular Beaufort



# IMPORTANT BASELINE FACTS

**Current lease expires 12.31.24 (Two years, three months away)**

**At expiration, 46.3 total years under lease: (9.28.78)**

## Current Lease Rate

- Base Lease on Docks -- \$118,336
- Annual Dredge Fund -- \$ 60,000

**Total Annual Pay  
\$178,336**

**At expiration, all dock assets and improvements convey to the Town**

**Town owns the bulkhead, boardwalk, parking property and riparian rights**

**Docks are for transient boaters only (No long-term dockage)**

**Diesel fuel resides on the Finz/Geer property and piped to docks via contract**

**Dockside and dockmaster station privately owned/do not convey**

**Expectations for quality bathhouse increase with revenue-generating moorings**

**Abundant capital in the market for State and Federal grants**

**WHAT YOU  
WILL SEE:**

**AN ASPIRATIONAL PLAN**

**PLAN THAT LOOKS FORWARD TO THE  
NEXT 50 YEARS.**

**CONTRASTS BETWEEN WHAT WE ARE AND  
WHAT WE COULD BE**

**PLAN THAT STRONGLY VALUES THE TOWN  
CITIZEN FEEDBACK**

# WHAT YOU WON'T SEE:

**Hard designs**

**Elevations of proposed structures**

**Recommendations on construction planning**

**Recommendation on Town managed or concessionaire managed**





# KEY FINDINGS

- 1. Bulkhead, boardwalk and floating docks are at the end of their useful life and need to be replaced.**
- 2. As the volume of visitor traffic increases to Beaufort's waterfront, our public restroom facilities are outdated and inadequate.**
- 3. Our bathhouse facility is outdated and structurally questionable for the long term.**

Aged Waterfront Infrastructure



# KEY FINDINGS CONTINUED

4. Western entrance to docks is an eyesore with dated bathrooms, smelly pump station and dilapidated bathhouse all blocking viewing vistas.

5. Fuel storage is housed in outdated technology and is a threat to the Castle Hayne aquifer and if Finz transacts, docks could lose fuel source.

6. Crowded Taylor's Creek causing increased need for secure anchoring/mooring.

7. The increasing size of new-boat berths is straining the supply of usable slips.

Western Entrance, Fuel Threat, Crowding in Taylor's Creek



# Community Engagement

1.

## Community Meetings:

Nov. 2021 – 98 attendees

June 2022 – 54 attendees

## Monthly Committee Meetings

## 2 Surveys

### Survey 1: Focused on identification of issues & priorities

- **172 Participants**
- Main activities on the waterfront are dining (**90%**), walking (**83%**) and shopping (**76%**).
- **47%** indicated “A welcoming harbor” was considered the value most important.

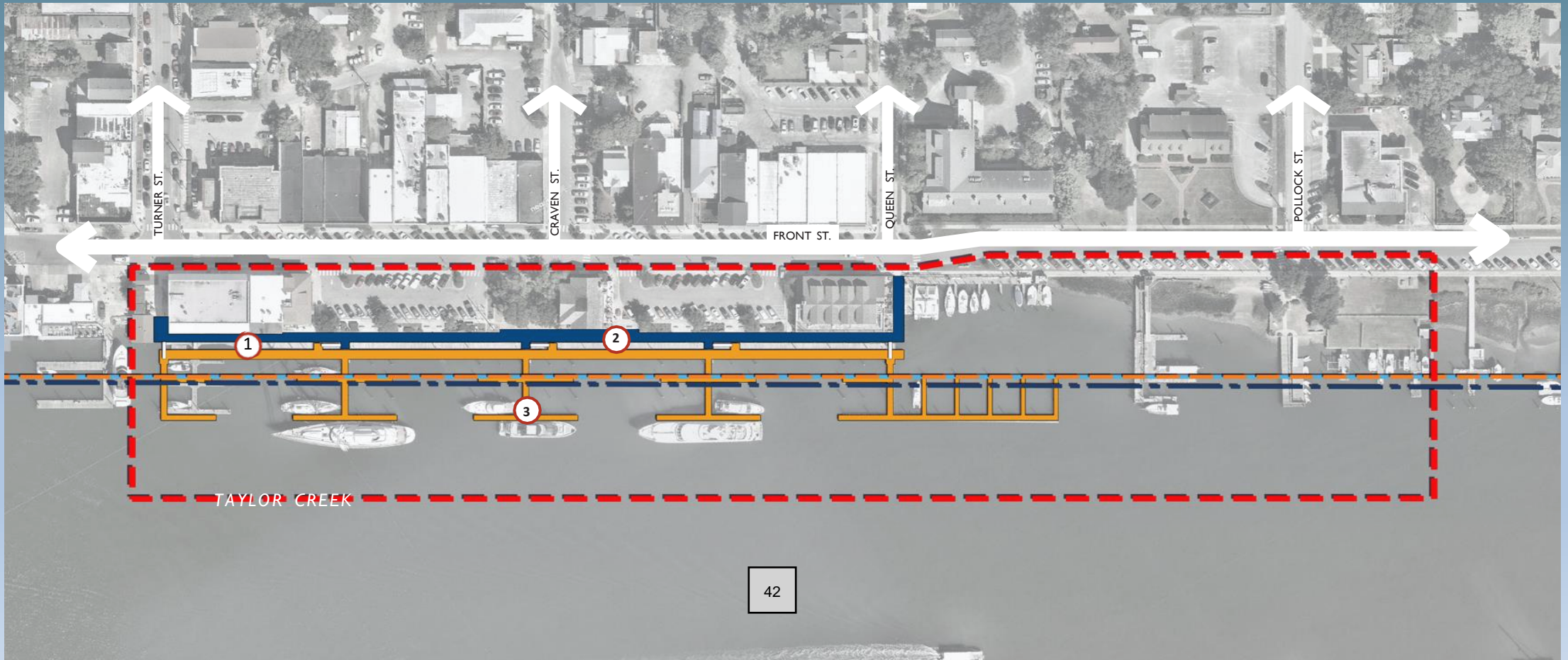
### Survey 2: Focused on reviewing the initial planning alternatives for waterfront improvement projects

- **333 Participants**
- **91%** indicated they were supportive of making necessary waterfront upgrades
- **64%** indicated the Town should pay for the improvements via dockage fees, concessionaire payments & grants

**THE COMMITTEE UNANIMOUSLY REACHED  
CONSENSUS ON ALL 10 MASTER PLAN  
RECOMMENDATIONS**

- 1. NECESSARY IMPROVEMENTS (3)**
- 2. DESIRED IMPROVEMENTS (7)**

# Necessary Improvements Concept Plan



# RECOMMENDATION #1

## NECESSARY IMPROVEMENTS

Replace bulkhead by building immediately in front of the existing structure. This will reduce the berth of bulkhead slips by approximately 5'.

Moffatt & Nichol's engineering assessment concluded the bulkhead was at the end of its useful life.

Replacement creates an average life of 50 years.

Cost decreases 54% per useful life year when replacing vs. repairing.  
\$190,000 to \$87,924

New bulkhead can be raised an additional 18 inches to provide resilience to rising water levels.

91% of survey respondents indicated support for making necessary improvements.

# RECOMMENDATION #2

## NECESSARY IMPROVEMENTS

Replace the current boardwalk with premium materials.

Moffatt & Nichol's engineering assessment concluded the boardwalk was at the end of its useful life.

Replacing the boardwalk with premium hardwood materials increases the average life from 5 to 13 years.

Cost decreases 54% per useful life year by using premium materials.  
\$323,502 to \$149,309

Decreased labor costs for long-term maintenance and replacement.

90% of survey respondents indicated support for making necessary improvements.

# RECOMMENDATION #3

## NECESSARY IMPROVEMENTS

Modify the layout of primary docks to facilitate rerouting of marine utilities, improve slip access and meet industry guidelines **WITHOUT** taking any additional Public Trust Waters. Current bulkhead slips to be reduced by 5' from 18' to 13' should be offered to day boaters only.



Material increase in number of slips available for day boaters

There is 100% certainty that day boaters will frequent town businesses

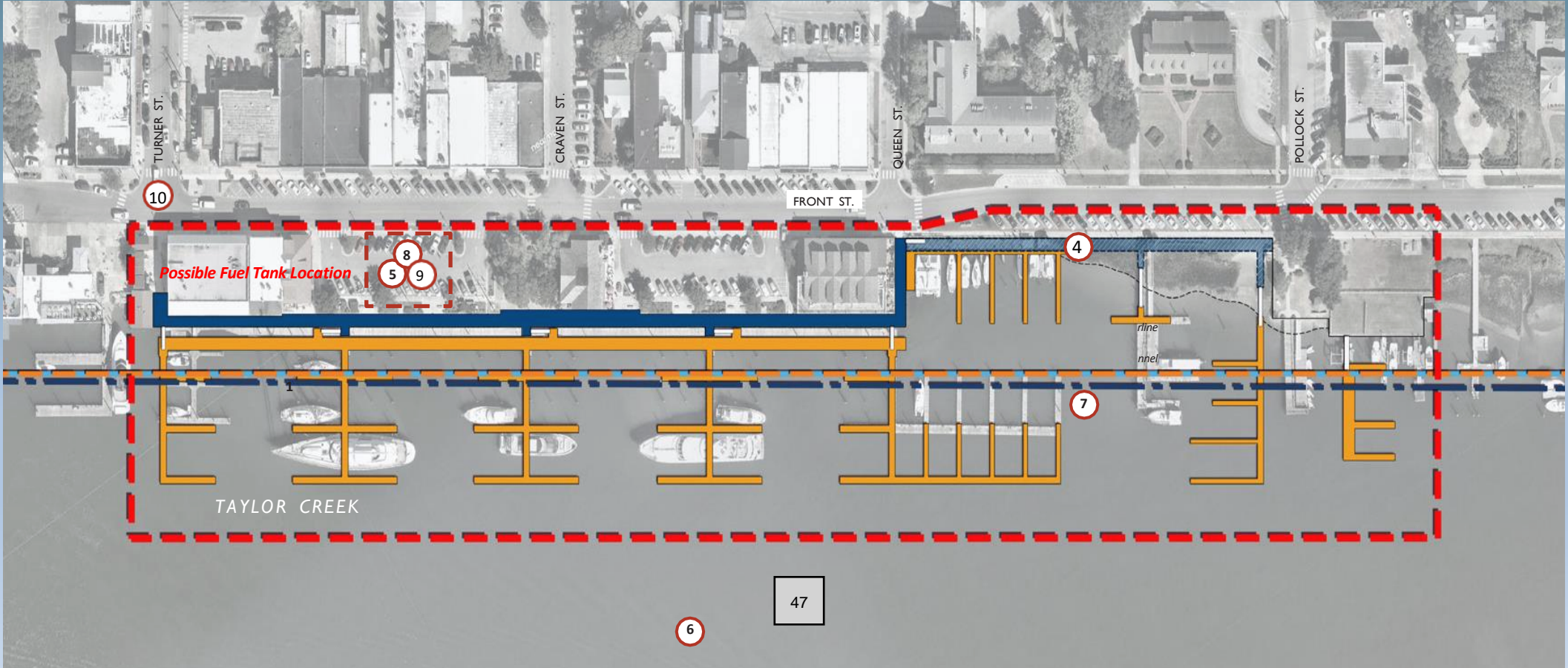
32% of respondents were against increasing the number of slips

# NECESSARY IMPROVEMENTS COST SUMMARY

<b>Bulkhead Replacement</b>	<b>\$4,400,000</b>
<b>Boardwalk Replacement</b>	<b>\$1,940,000</b>
<b>Dock Infrastructure Replacement</b>	<b>\$3,500,000</b>
<hr/>	
<b>Subtotal of Necessary Improvements:</b>	<b>\$9,840,000</b>



# Desired Improvements Concept Plan



# RECOMMENDATION #4

## DESIRED IMPROVEMENTS

**Extend the current boardwalk east to Grayden Paul Park.**

**Diverts foot traffic off the public sidewalk on Front Street and onto the boardwalk.**

**Allow visitors to traverse the entirety of the Beaufort Docks' waterfront.**

**Potential to allow for concessionaire ticketing to face the boardwalk and clear queuing traffic off the public sidewalks.**

**27% of survey respondents indicated support for extending the boardwalk (2<sup>nd</sup> highest).**



1.



# RECOMMENDATION #5

## DESIRED IMPROVEMENTS

**Build new fuel storage facility under the west parking lot on Front Street with loading zones. The docks should continue to offer in-slip diesel fueling.**

**Allows the Town to update 40+ year old fuel storage technology and reduce seepage risk to the Castle Hayne Aquifer.**

**Mitigates the risk to the Beaufort Docks enterprise of potential discontinuation of the current fuel storage on privately owned property.**

**Secures future fuel sources for the Beaufort Docks.**

**Fuel sales are an important economic variable in the overall financial performance of the Beaufort Docks.**

**Buried Fuel Tanks**

1.



# RECOMMENDATION #6

## DESIRED IMPROVEMENTS

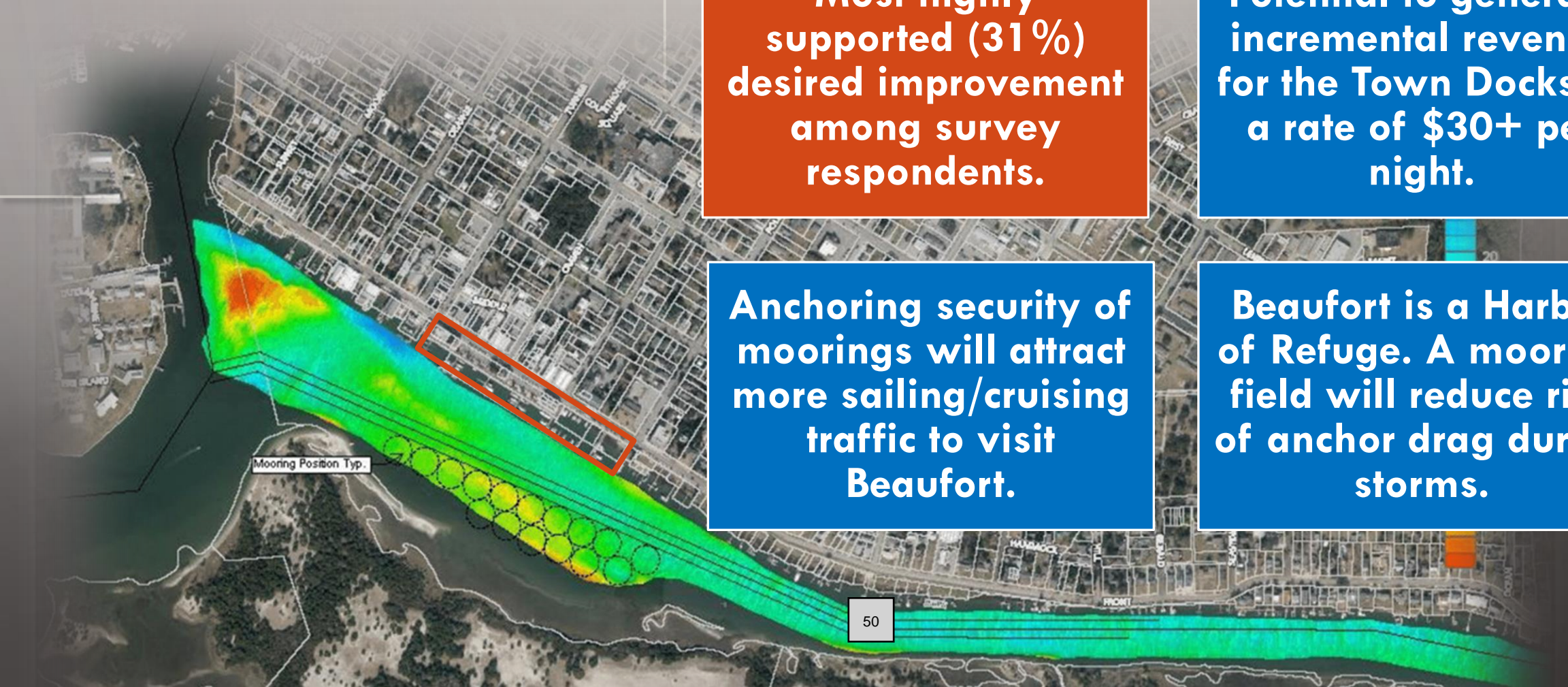
Construct a revenue-generating mooring field with the number of locations to be determined in design.

Most highly supported (31%) desired improvement among survey respondents.

Potential to generate incremental revenue for the Town Docks at a rate of \$30+ per night.

Anchoring security of moorings will attract more sailing/cruising traffic to visit Beaufort.

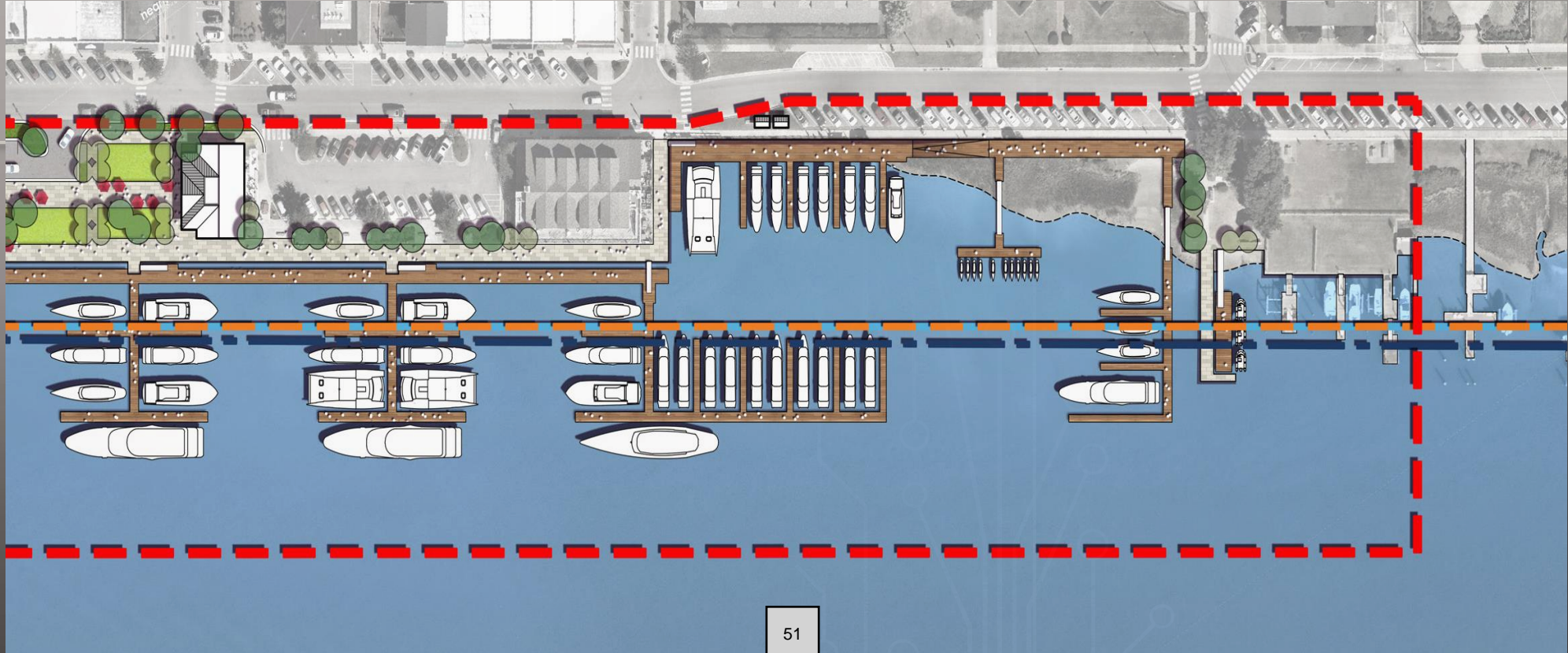
Beaufort is a Harbor of Refuge. A mooring field will reduce risk of anchor drag during storms.



# RECOMMENDATION #7

## DESIRED IMPROVEMENTS

Reconfigure East Basin to create dinghy dock capacity for mooring field, improve hand-powered watercraft access and floating dock access for watercraft services.  
If the Town elects not to renew its lease with the National Park Service, then increased dock space should be allocated to additional day and transient boating.



# RECOMMENDATION #7 CONTINUED

## DESIRED IMPROVEMENTS

1.



**Increases capacity and creates a welcoming environment for day boaters. Potential to increase the amount of foot traffic in Town and create revenue for Town merchants.**

**If a mooring field is built, the demand for easy access to town from dingy docks will increase.**

**The survey showed many residents (14%) desire increased and better access to the waterfront. The proposed reconfiguration will enhance public access.**

# RECOMMENDATION #8

## DESIRED IMPROVEMENTS

**Design and construct a new Harbor Center to provide improved capacity of public restrooms, showers, laundromat and to house a necessary dock master station.**



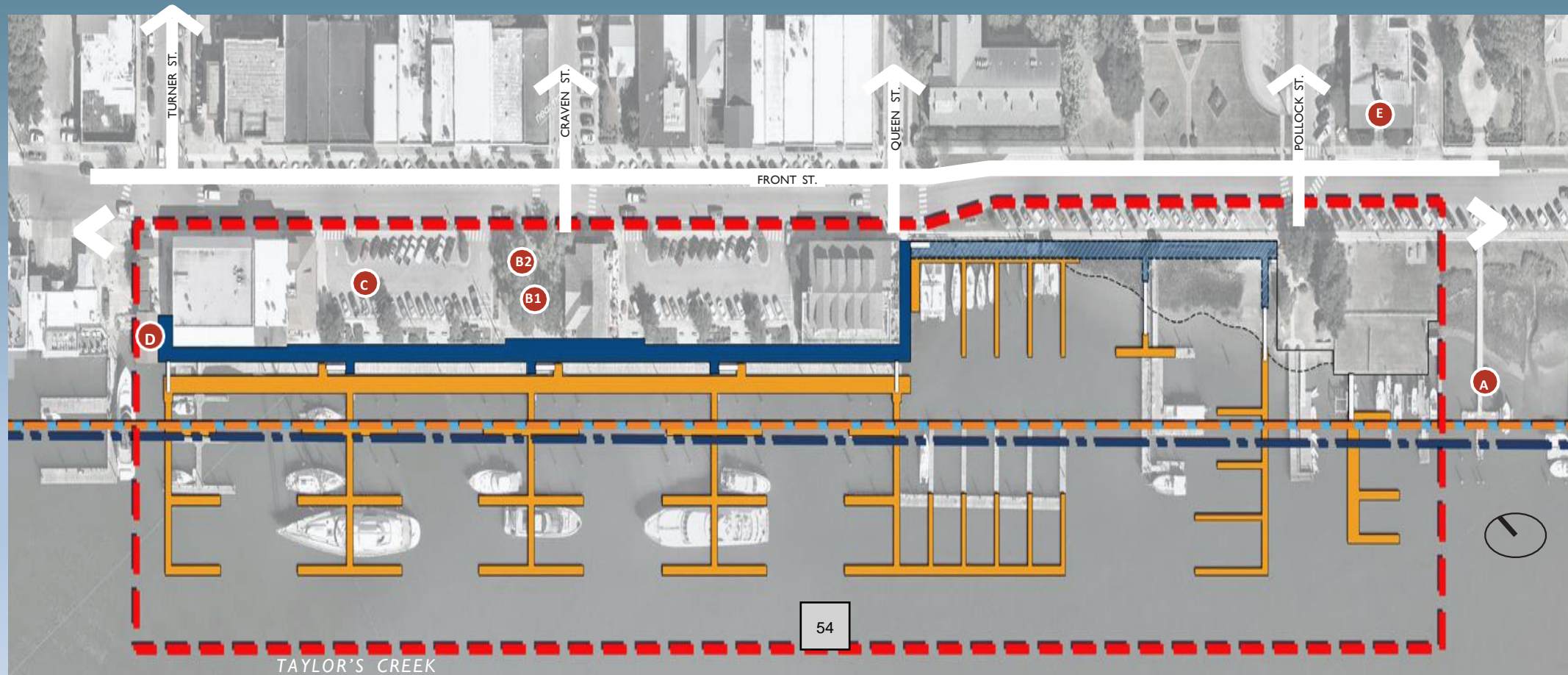
**Visitation is increasing annually; the four existing public restroom facilities are inundated. To remain an attractive destination, this public facility capacity must be increased.**

**If mooring field is constructed, the expectation for a high-quality shower & laundromat facility increases.**

**Of survey respondents (66%) indicated they were supportive of building a Harbor Center.**

**A dockmaster office is essential to running the Town Docks & a potential mooring field. A location must be secured prior to 12.31.24 unless the current lease is extended.**

# Locations Considered for Harbor Center



7. With everything you know today about Beaufort's waterfront, which location:

	A	B1	B2	C	D	A+D	E	No opinion
Affords the best access and reception area for boaters?	7%	4%	11%	42%	9%	7%	10%	9%
	A	B1	B2	C	D	A+D	E	No opinion
Provides a location to allow for management of the waterfront and marina facilities?	4%	7%	8%	41%	12%	7%	11%	9%
	A	B1	B2	C	D	A+D	E	No opinion
Presents the best opportunity to add value to surrounding uses?	9%	3%	4%	42%	10%	5%	12%	15%
	A	B1	B2	C	D	A+D	E	No opinion
Minimizes impacts to downtown merchants and overall functions?	12%	3%	3%	38%	11%	7%	16%	10%
	A	B1	B2	C	D	A+D	E	No opinion
Aligns closest with your vision for the waterfront?	7%	4%	6%	43%	10%	8%	11%	10%
	A	B1	B2	C	D	A+D	E	No opinion

# RECOMMENDATION #9

## DESIRED IMPROVEMENTS

**HWC recommends the west Front Street parking lot be converted into space to house Harbor Center. Sizable greenspace area on the east side of the parking lot can be seamlessly integrated with John Newton Park.**

### LOCATION C



**Expanded Park**  
**Eliminate West Parking Lot**



# RECOMMENDATION #9 CONTINUED

## DESIRED IMPROVEMENTS

### Option C2

### Second modified Moffat & Nichol design



# RECOMMENDATION #9 CONTINUED


## DESIRED IMPROVEMENTS

1.



**Dramatic increase in water-viewing vistas.**

**Centrally located with the Beaufort Docks footprint. Central location is important to the dockmaster.**



**Allows large greenspace to be built from the Harbor Center connecting to John Newton Park.**

# RECOMMENDATION #10

## DESIRED IMPROVEMENTS

**Redesign eyesore western dock entrance at the intersection of Turner and Front Streets**

- **Tear down current bathrooms, bathhouse and storage facilities**
- **Mitigate sewer smell**
- **Design entrance overhang**
- **Create a water vista like Harborside Park**



1.



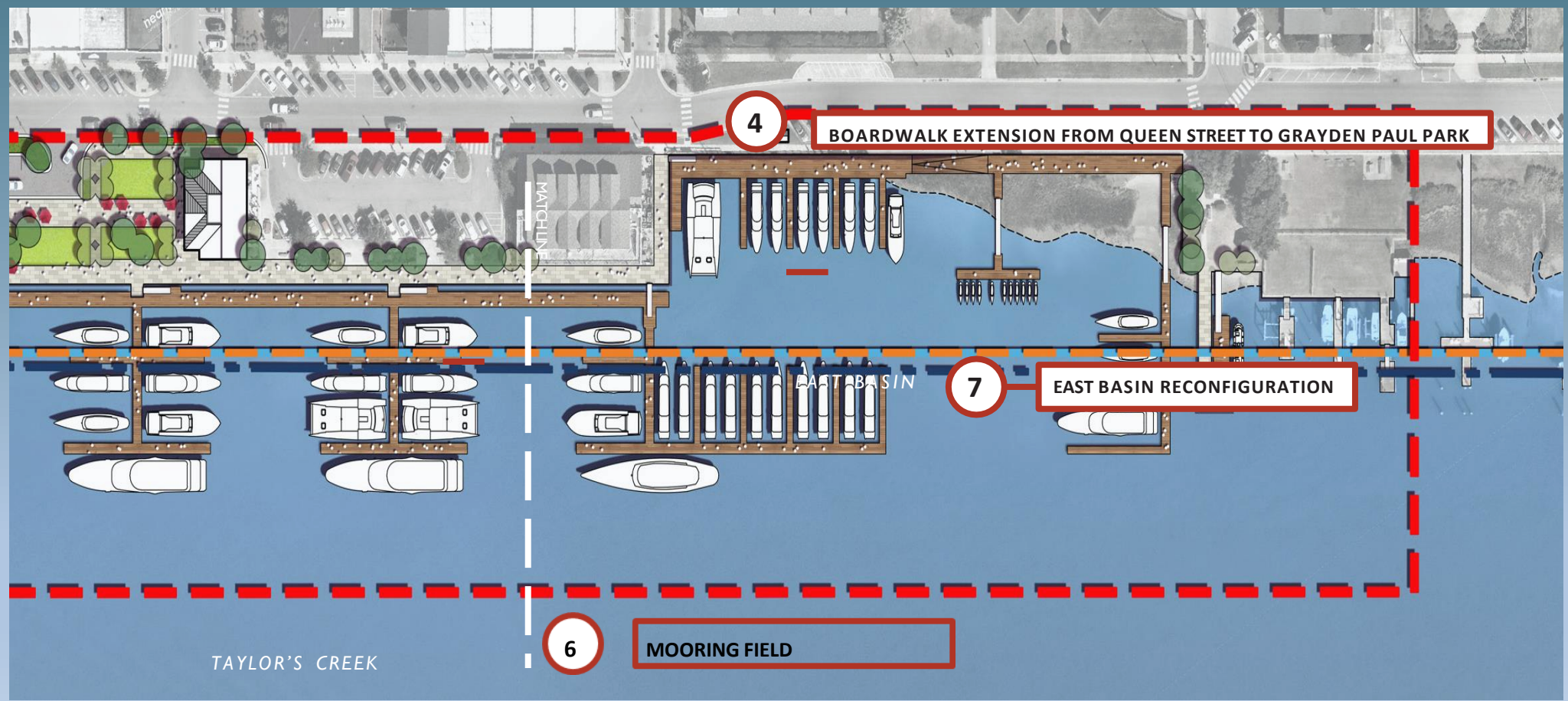
**The western entrance is the first view of the Beaufort Waterfront visitors see as they approach the downtown district from Turner Street. It should be an inviting and open venue with impactful viewing vistas.**

59

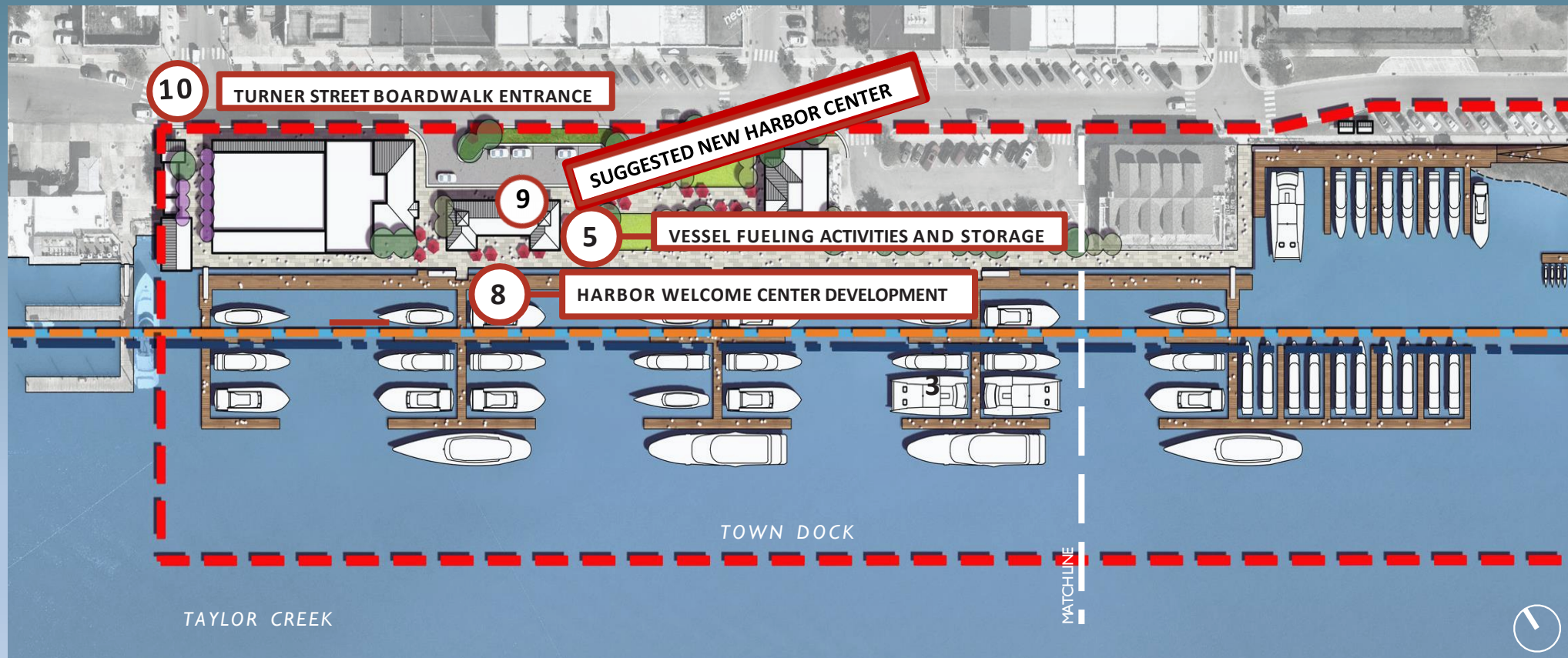
Photos above & below feature Southport, NC's entrance vista on Highway 211



# Proposed Dock Design – East End



# Proposed Dock Design – West End



# DESIRED IMPROVEMENTS COST SUMMARY

<b>Boardwalk Extension</b>	<b>\$ 650,000</b>
<b>East Basin Dock Reconfiguration</b>	<b>\$ 685,000</b>
<b>Vessel Fueling &amp; Storage Tanks</b>	<b>\$ 575,000</b>
<b>Mooring Field</b>	<b>\$ 250,000</b>
<b>Harbor Center Construction</b>	<b>\$ 1,500,000</b>
<b>Turner Street Boardwalk Entrance</b>	<b>\$ 450,000</b>
<hr/>	
<b>Subtotal Desired Improvements</b>	<b>\$ 4,110,000</b>

# TOTAL ALL-IN COST SUMMARY

<b>Subtotal Necessary Improvement</b>	<b>\$</b>	<b>9,840,000</b>
<b>Subtotal Desired Improvements</b>	<b>\$</b>	<b>4,110,000</b>
<b>Soft Costs @15%</b>	<b>\$</b>	<b>2,092,500</b>
<b>Contingency Reserve @ 30%</b>	<b>\$</b>	<b>4,185,000</b>
<b>TOTAL ALL-IN COST</b>	<b>\$</b>	<b>20,227,500</b>



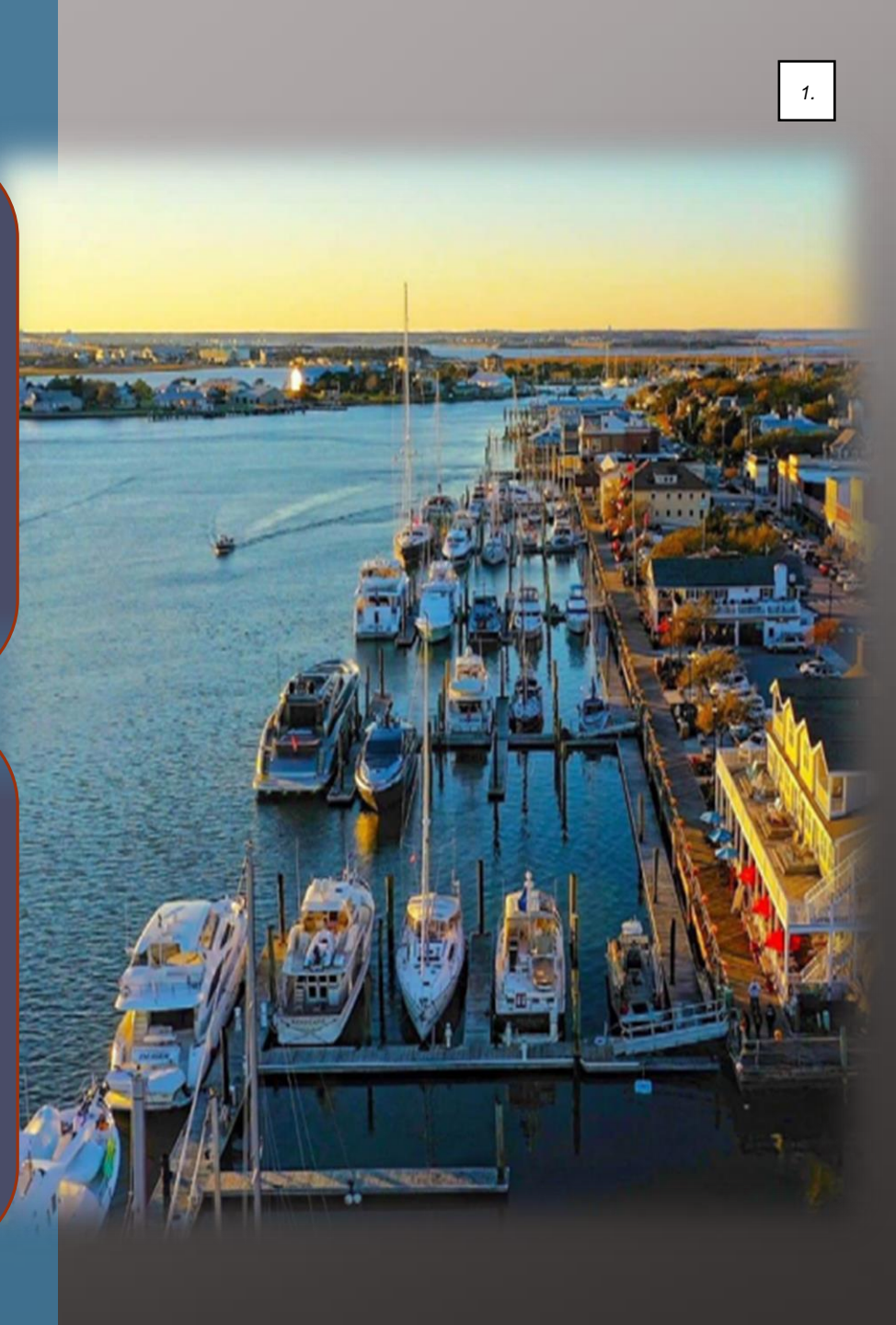
# Financing/Dock Management

## Option 1: Public Development

- Town seeks to finance Master Plan via federal/state grants AND private funding
- Grants likely cover 70% of cost (\$14 million)
- Private funding (revenue bonds) cover 30% of cost (\$6 million)
- Town needs to front 30% (\$600,000) of architectural/engineering expense to submit applications
- Allows the Town to negotiate the highest annual lease rate OR optimize ongoing revenues from direct management
- No tax increase

## Option 2: Private Public Partnership

- Town decides to lease docks
- Town stipulates in lease RFP that \$20 million is to be spent to construct the Master Plan
- Ongoing annual lease is adjusted to account for this stipulation
- Stipulation will have a material impact on the annual lease rate.
- Town does not take on risk of soft costs to apply for funding.
- No tax increase.



# Ongoing Projects



- **Completion of annual linear footage counting project (February 2023)**
- **Development of financial proformas for dock operations to help determine market value on income basis**
- **Develop auction/RFP plan to determine market value of long-term Beaufort Docks lease (with and without stipulations)**
- **Research economic impacts of NPS lease**
- **Audit compliance with Navigable Waters Ordinance and recommend amendments**





**Town of Beaufort, NC**

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

**Board of Commissioners  
Regular Meeting  
6:00 PM Monday, October 10, 2022  
Train Depot, 614 Broad Street**

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**AGENDA CATEGORY:** Items of Consent  
**SUBJECT:** Proposed 2023 Board of Commissioners Meeting Schedule

**REQUESTED ACTION:**  
Approval of attached 2023 Board of Commissioners proposed meeting dates.

**EXPECTED LENGTH OF PRESENTATION:**  
1 Minutes

**SUBMITTED BY:**  
Elizabeth Lewis, Town Clerk

**BUDGET AMENDMENT REQUIRED:**  
N/A

# TOWN OF BEAUFORT BOARD OF COMMISSIONERS 2023 MEETING DATES

**Location:** Beaufort Train Depot- 614 Broad Street, Beaufort, NC 28516

**Regular Meeting**  
**2<sup>nd</sup> Monday, unless otherwise**  
**noted**

**Work Session**  
**4<sup>th</sup> Monday, unless otherwise**  
**noted**

January 9, 2023

January 23, 2023

February 13, 2023

February 27, 2023

March 13, 2023

March 27, 2023

April 10, 2023

April 24, 2023

May 8, 2023

May 22, 2023

June 12, 2023

June 26, 2023

July 10, 2023

July 24, 2023

August 14, 2023

August 28, 2023

September 11, 2023

September 25, 2023

October 9, 2023

October 23, 2023

November 13, 2023

November 27, 2023

December 11, 2023

\*December 18, 2023

**Time: 6:00 pm**

**Time: 4:00 pm**

*\*Moved up due to Holiday Schedule*



**Town of Beaufort, NC**

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

**Board of Commissioners  
Regular Meeting  
6:00 PM Monday, October 10, 2022  
Train Depot, 614 Broad Street**

---

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

**SUBJECT:** Case # 22-13 Final Plat – 1791 Live Oak

**BRIEF SUMMARY:**

During July’s meeting the Planning Board requested that the applicant bring back something in writing from the adjacent property owner regarding the usage of the existing access to be used for the access to the Mini Storage facility behind the ABC Store as well as the depicted property gap. These issues have been addressed and supporting documents are included.

After reviewing the information at their September 19, 2022.meeting the Planning Board added the condition that the Final Plat is not to be signed or recorded until the access easement is signed and executed.

**REQUESTED ACTION:**

Discussion Final Plat with the condition that the Final Plat is not to be signed or recorded until the access easement is signed and executed.

**EXPECTED LENGTH OF PRESENTATION:**

10 Minutes

**SUBMITTED BY:**

Kyle Garner, AICP  
Planning & Inspections Director

**BUDGET AMENDMENT REQUIRED:**

N/A



# STAFF REPORT



**To:** Mayor & Board of Commission Members  
**From:** Kyle Garner, AICP, Town Planner  
**Date:** October 10, 2022  
**Case No.** 22-13 Final Plat 1791 Live Oak

**THE QUESTION:** Subdivide an 8.3 acre tract into 2 lots.

**BACKGROUND:** This property is known as the County ABC Store Property

Location: 1791 Live Oak  
 Owners: Carteret County ABC  
 Requested Action: Subdivide a 8.3 Acre Tract into 2 Lots (ABC Approx. = 1.77 – Rear 6.53)  
 Existing Zoning: B-1  
 Size: 8.3 acres  
 Existing Land Use: Front portion (County ABC Store) Rear - Undeveloped

**SPECIAL INFORMATION:** At its meeting in July the Board requested that the gap issue be resolved as well as the access from adjacent property (Beaufort Springs). In response to that request the Board will find a deed from the Gibbs to the County ABC in addition to a new access agreement memo.

After reviewing the information at their September 19, 2022 meeting the Planning Board added the condition that the Final Plat is not to be signed or recorded until the access easement is signed and executed.

**Public Utilities:**  
 Water: Town  
 Sanitary Sewer: Town

- OPTIONS:**
1. Decision on Final Plat with the condition that the Final Plat is not to be signed or recorded until the access easement is signed and executed.
  2. Recommendation on Final Plat

- Attachments:**
- Attachment A - Vicinity Map
  - Attachment B - Preliminary/Final Plat
  - Attachment C – Supporting Documents

# Case # 22-13 - Preliminary Platt - Vicinity Map 1791 Live Oak

1.

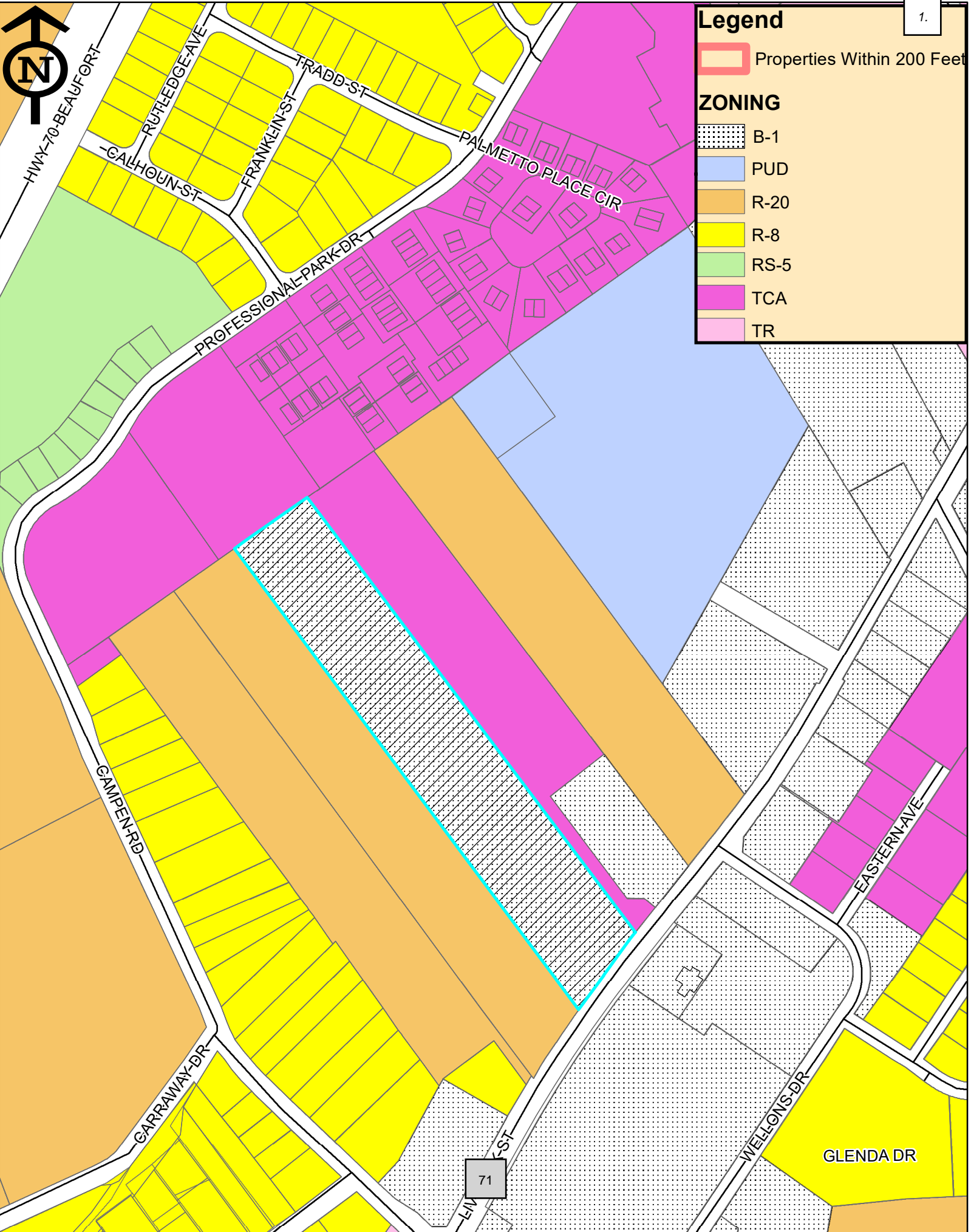


**Legend**

Properties Within 200 Feet

**ZONING**

- B-1
- PUD
- R-20
- R-8
- RS-5
- TCA
- TR

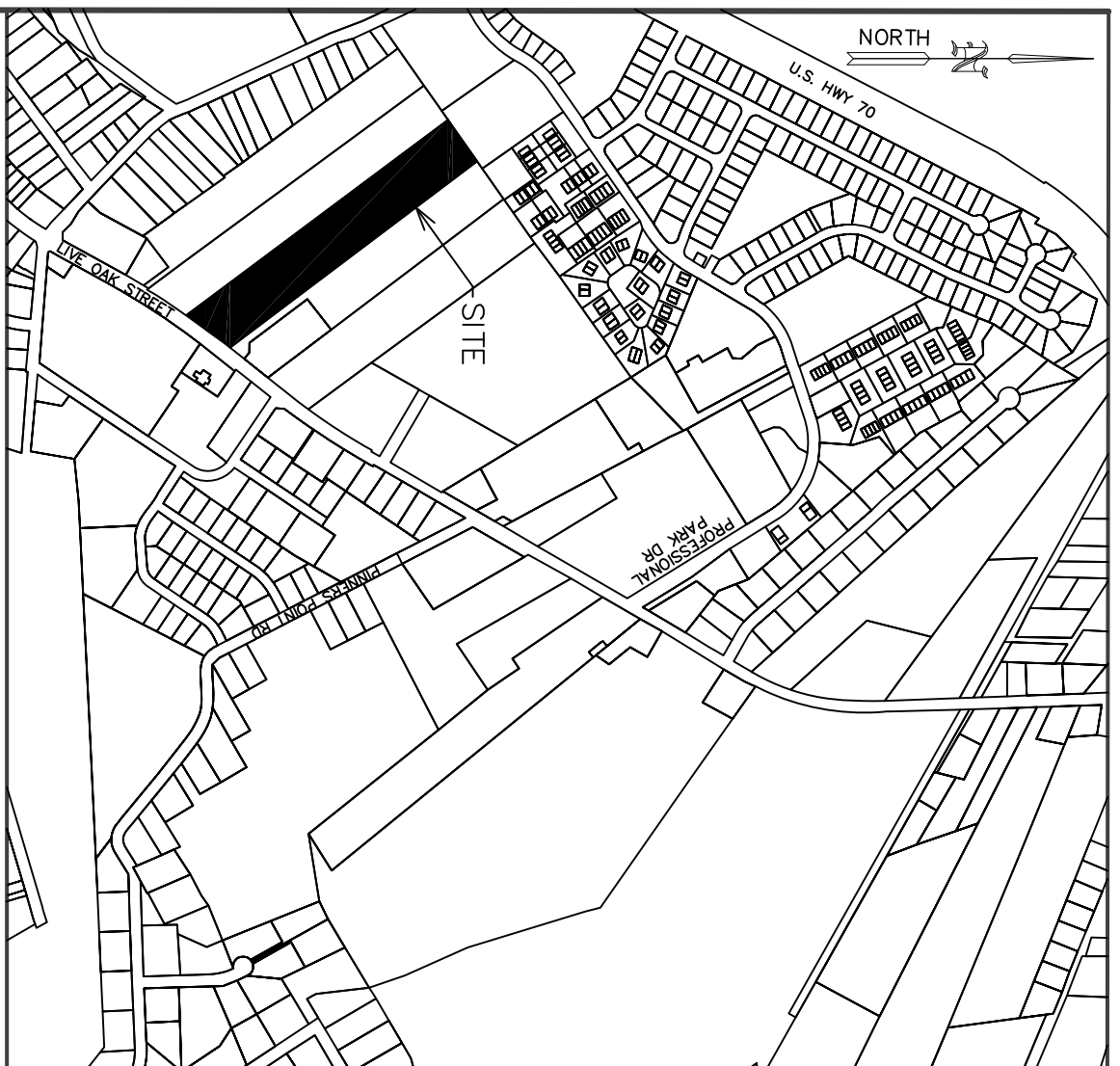


71

GLEND A DR

**PRELIMINARY**

**NOT FOR SALES OR RECORDATION**



VICINITY MAP (NOT TO SCALE)

**LEGEND**

- RW= RIGHT-OF-WAY
- CP= COMPUTED POINT BY DEED
- EIP= EXISTING IRON PIPE
- EIR= EXISTING IRON ROD
- ERP= EXISTING PARKER NYLON NAIL
- ERRS= EXISTING RAILROAD SPIKE
- BOUNDARY LINE \_\_\_\_\_
- NON-SURVEYED LINE \_\_\_\_\_
- PLATTED BY DEED \_\_\_\_\_
- EX. RIGHT-OF-WAY \_\_\_\_\_
- EX. EASEMENT LINE \_\_\_\_\_

**NOTES:**

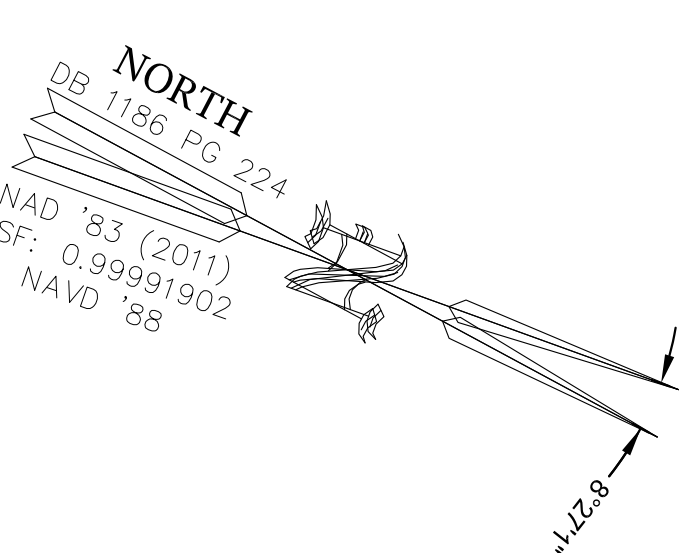
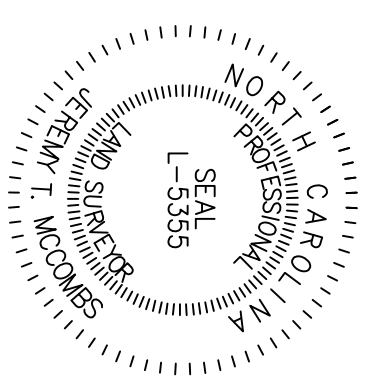
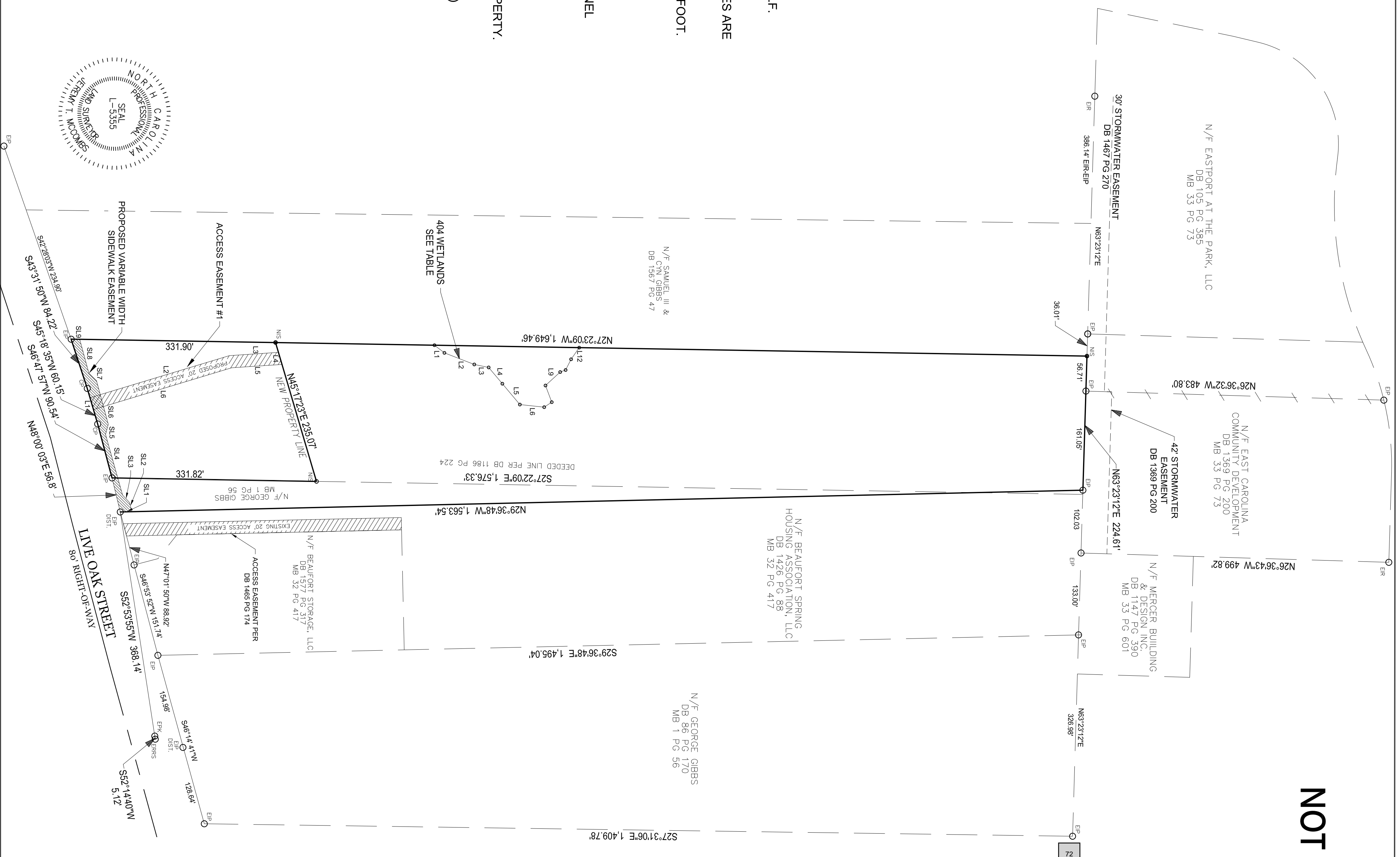
1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY. AREA = 361,496.561 S.F. OR 8.30 +/- ACRES ON LAND.
2. ALL BEARINGS ARE BASED ON DEED BOOK 1186 PAGE 224 AND COORDINATES ARE BASED ON N.C. STATE PLANE COORDINATE SYSTEM, NAD 83 (2011).
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES. UNITS- US SURVEY FOOT.
4. THIS PARCEL IS ZONED B-1 PER THE TOWN OF BEAUFORT UNIFIED DEVELOPMENT ORDINANCES.
5. THIS PROPERTY IS LOCATED IN FLOOD ZONE DESIGNATIONS: SHADED "X" AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM, FIRM PANEL 3720730600J, DATED 7/16/2003.
6. 404 WETLANDS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS PER ACTION ID: SAMV-2017-00741.
7. NO NGS HORIZONTAL MONUMENT WITHIN 2,000 FEET OF THE SUBJECT PROPERTY.

I, JEREMY T. MCCOMBS, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY OF DESCRIPTION(S) AS RECORDED IN DEED BOOK 1186, PAGE 224. THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS SUCH AND WERE PLOTTED FROM INFORMATION AS REFERENCED HEREON: DB 1567 BK 47; MB 31 PG 794; MB 32 PG 417; MB 33 PG 73; MB 33 PG 801 THAT THE RATIO OF PRECISION WAS 1:10,000+ AND THAT THE GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) WAS USED TO PERFORM A PORTION OF THIS SURVEY AND THE FOLLOWING INFORMATION WAS USED:

- |                                   |                |
|-----------------------------------|----------------|
| (1) CLASS OF SURVEY:              | CLASS A        |
| (2) POSITIONAL ACCURACY:          | 0.05'          |
| (3) TYPE OF GPS SURVEY:           | RTK            |
| (4) DATES OF SURVEY:              | 1-5-2022       |
| (5) DATUM/EPOCH:                  | NAD83(2011)    |
| (6) PUBLISHED/FIXED -CONTROL USE: | NC RTN         |
| (7) GEIOD MODEL:                  | 2018           |
| (8) COMBINED GRID FACTOR(S):      | 0.99991902     |
| (9) UNITS:                        | US SURVEY FOOT |

I FURTHER CERTIFY THIS IS A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET. THAT THIS PLAT MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600) AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30(F)(1) AS AMENDED. WITNESS MY HAND AND SEAL THIS 26TH DAY OF MAY, A.D. 2022.

JEREMY T. MCCOMBS PLS L-5355



**SIDEWALK EASEMENT TABLE**

SL1	18.98'	N29°38'06"E
SL2	15.49'	N46°30'29"E
SL3	16.38'	N18°54'32"E
SL4	102.21'	N45°57'46"E
SL5	17.02'	S76°44'01"E
SL6	73.31'	N46°30'29"E
SL7	17.20'	N16°05'57"E
SL8	57.17'	N46°30'29"E
SL9	13.95'	N27°37'34"E

**ACCESS EASEMENT #1 TABLE**

L1	20.00'	S45°18'35"W
L2	236.47'	N45°09'07"W
L3	79.70'	N32°09'18"W
L4	20.49'	N45°17'23"E
L5	81.88'	N32°09'18"W
L6	234.35'	N45°09'07"W

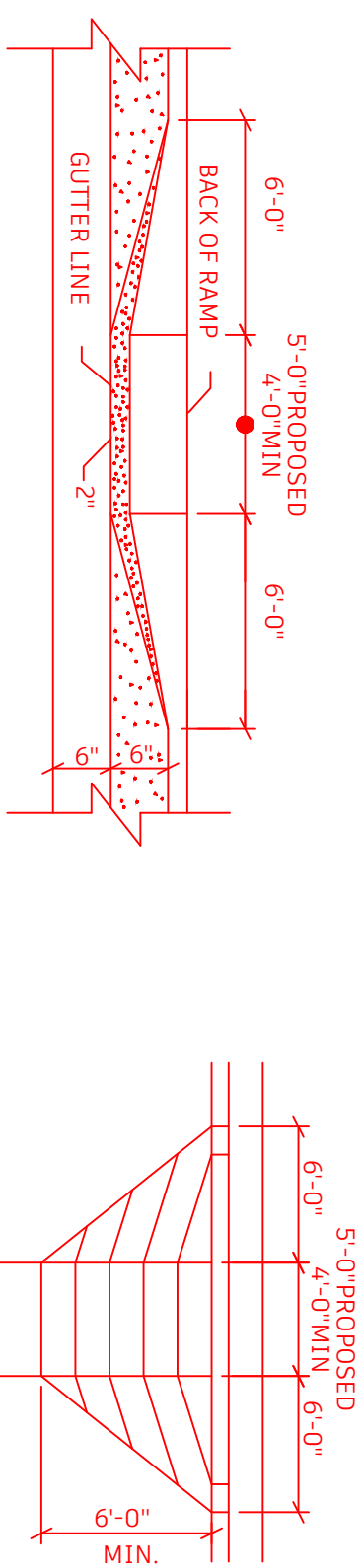
**404 WETLAND TABLE**

L1	N09°12'25"E	20.38'	- DEED BOOK 1567 PAGE 47
L2	N07°06'08"W	52.05'	- MAP BOOK 1 PAGE 56
L3	N16°40'22"W	23.81'	- MAP BOOK 30 PAGE 757
L4	N21°36'05"E	34.54'	- MAP BOOK 31 PAGE 280
L5	N21°35'28"E	44.21'	- MAP BOOK 31 PAGE 723
L6	N22°16'13"W	39.64'	- MAP BOOK 31 PAGE 905
L7	N61°40'28"W	14.76'	- MAP BOOK 32 PAGE 32
L8	S40°55'14"W	28.92'	- MAP BOOK 32 PAGE 417
L9	N70°48'31"W	32.31'	- MAP BOOK 32 PAGE 454
L10	N48°45'39"W	9.43'	- MAP BOOK 31 PAGE 905
L11	S88°36'00"W	19.60'	- MAP BOOK 32 PAGE 73
L12	N83°25'32"W	23.03'	- MAP BOOK 33 PAGE 466
			- MAP BOOK 33 PAGE 509
			- MAP BOOK 33 PAGE 601

**REFERENCES**

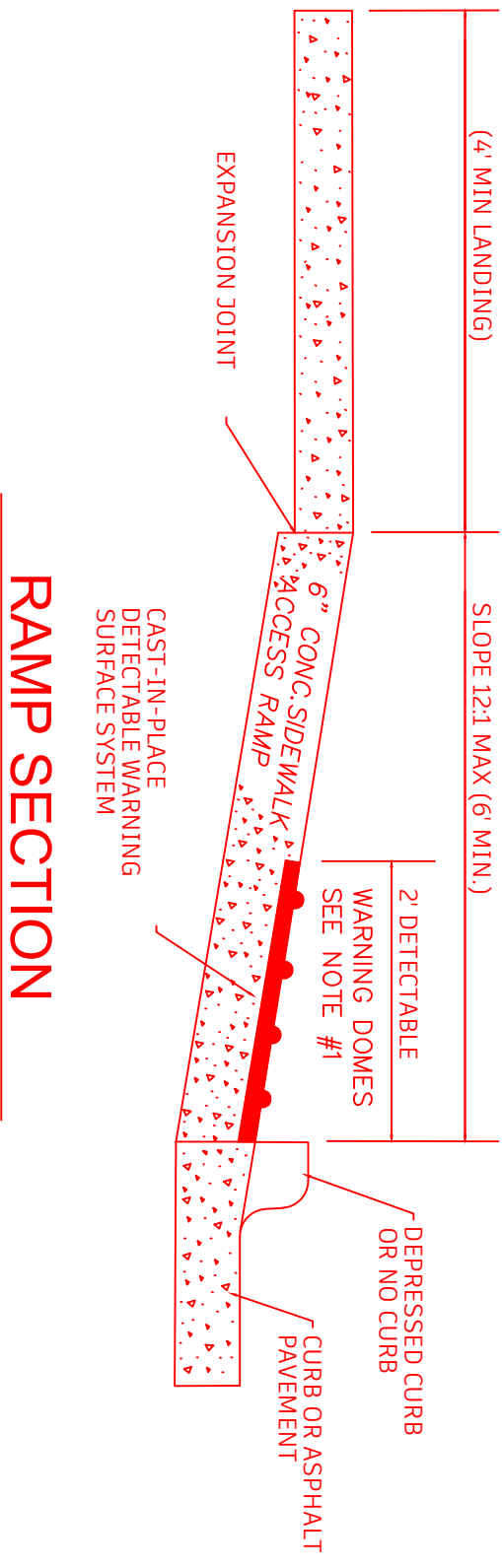
L1	DEED BOOK 1567 PAGE 47
L2	MAP BOOK 1 PAGE 56
L3	MAP BOOK 30 PAGE 757
L4	MAP BOOK 31 PAGE 280
L5	MAP BOOK 31 PAGE 723
L6	MAP BOOK 31 PAGE 905
L7	MAP BOOK 32 PAGE 32
L8	MAP BOOK 32 PAGE 417
L9	MAP BOOK 32 PAGE 454
L10	MAP BOOK 31 PAGE 905
L11	MAP BOOK 32 PAGE 73
L12	MAP BOOK 33 PAGE 466
	MAP BOOK 33 PAGE 509
	MAP BOOK 33 PAGE 601

SUBDIVISION PLAT OF	
<b>TRACT #3 TOM GIBBS SUBDIVISION</b>	
REFERENCE: DB 1186 PG 224 PIN: 730612856893000	
BEAUFORT, CARTERET COUNTY, NORTH CAROLINA	
OWNER:	CARTERET CO BD OF ALCOHOLIC CO
SURVEYED:	BB/AC
ADDRESS:	1791 LIVE OAK STREET
	BEAUFORT, NC 28516
DRAWN:	JLU
APPROVED:	
STROUD ENGINEERING, P.A.	
DATE:	9/1/2022
422 HIGHWAY 24 MOREHEAD CITY, N.C. 28557	
(252) 247-7479 LICENSE NO. C-0647	
SCALE:	1" = 100'
PM3071~001	



FRONT ELEVATION

PLAN

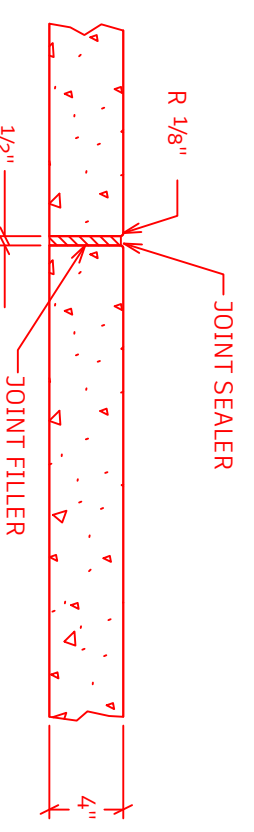


RAMP SECTION

GENERAL NOTES:  
 1. RAMP TO ALIGN WITH EXISTING OR PROPOSED WALKS.  
 2. GRADE CHANGES FROM SIDEWALK TO RAMP TO BE A MAXIMUM OF 1:21. DISTANCE TO BE GOVERNED BY GRADE.  
 3. IN CASES WHERE THE 5'-0" LENGTH OF RAMP CAN BE ACHIEVED, KEEP BACK OF WALK ON UNIFORM GRADE.

HANDICAP CURB RAMP

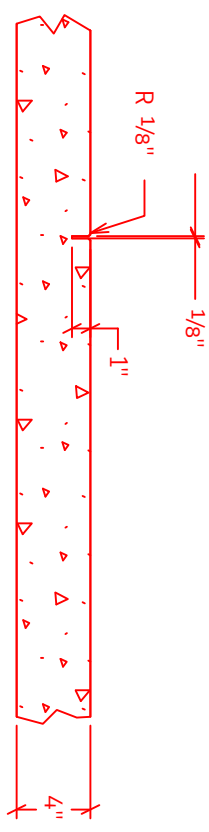
SCALE: NOT TO SCALE



TRANSVERSE EXPANSION JOINT IN SIDEWALK

SCALE: NOT TO SCALE

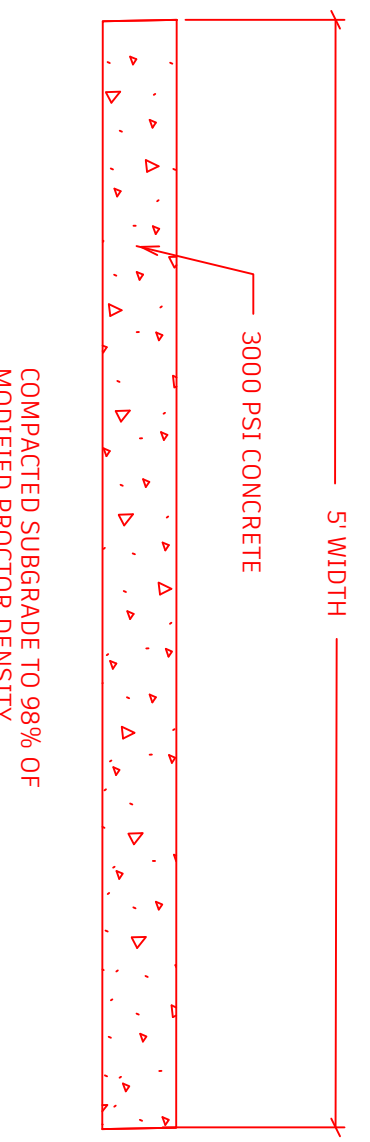
NOTE:  
 A 1/2" EXPANSION JOINT SHALL BE REQUIRED AT 45' INTERVALS.  
 A 1/2" EXPANSION JOINT SHALL BE REQUIRED WHERE THE SIDEWALK JOINS ANY RIGID STRUCTURE.



GROOVED JOINT IN SIDEWALK

SCALE: NOT TO SCALE

NOTE:  
 A GROOVED JOINT 1" DEEP WITH 1/4" RADIUS SHALL BE REQUIRED IN THE CONCRETE SIDEWALK AT 5' INTERVALS.



TYPICAL SIDEWALK DETAIL

SCALE: NOT TO SCALE



- NOTES:
1. PAVEMENT MARKINGS TO BE 6" WHITE PAINTED.
  2. MINOR FIELD ADJUSTMENTS TO SIDEWALK PLACEMENT MAY BE REQUIRED TO AVOID CONFLICTS WITH EXISTING UTILITIES.

PRELIMINARY

NOT FOR SALES OR RECORDATION

PROJECT NO.: PM8071-001  
 DRAWING NO.: 001



REVISIONS

BY	NO.	DATE	DESCRIPTION

SIDEWALK CONFIGURATION DETAILS

TRACT #3 TOM GIBBS SUBDIVISION

REFERENCE: DB 1186 PG 224. P/N: 73061295693000

BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

OWNER: CARTERET CO BD OF ALCOHOLIC CO

ADDRESS: 1791 LIVE OAK STREET

BEAUFORT, NC 28516

DESIGNED: JLL	DATE: 06/09/22
DRAWN: TLU	SCALE: NTS
APPROVED: JLL	SHEET OF 1

STRONDS ENGINEERING, P.A.  
 422 HIGHWAY 24  
 MOREHEAD CITY, NC 28557  
 (919) 550-0900  
 LICENSE NO. C-6649



FILE # 1465174

NORTH CAROLINA, CARTERET COUNTY  
This instrument and this certificate are duly filed at  
the date and time and in the Book and Page shown  
on the first page hereof.

FOR REGISTRATION REGISTER OF DEEDS  
Joy Lawrence  
Carteret County, NC  
November 12, 2013 02:48:28 PM  
BWC ESMT 7 P  
FEE: \$26 00  
FILE # 1465174

Joy Lawrence, Register of Deeds  
By: *[Signature]*  
Asst. Deputy, Register of Deeds

✓ Prepared By and Return To: Kohn Law, P.L.L.C.  
205 West Millbrook Road  
Suite 210  
Raleigh, NC 27609

NORTH CAROLINA

CARTERET COUNTY

JOINT DRIVEWAY EASEMENT AGREEMENT, DRAINAGE EASEMENT AND  
AGREEMENT TO CONVEY EASEMENT FOR INGRESS AND EGRESS, DRAINAGE AND  
UTILITY CONNECTIONS

THIS JOINT DRIVEWAY EASEMENT AGREEMENT, DRAINAGE EASEMENT  
AND AGREEMENT TO CONVEY EASEMENT FOR INGRESS AND EGRESS, DRAINAGE  
AND UTILITY CONNECTIONS (this "Agreement") made and entered into this 8<sup>th</sup>  
November, 2013, by and between BEAUFORT SPRING HOUSING ASSOCIATES, LLC, a  
North Carolina limited liability company (hereinafter "Beaufort Spring") and G AND M  
DEVELOPMENT, LLC, a North Carolina limited liability company (hereinafter "G and M").  
Each of Beaufort Spring and G and M may hereafter be referred to individually as "Owner" and  
together as "Owners."

WITNESSETH:

WHEREAS, Beaufort Spring is the owner of that certain parcel of land situated in  
Beaufort Township, Carteret County, North Carolina, containing approximately 6.403 acres, as  
shown as Lot 2 in that certain plat of survey entitled "BEAUFORT SPRING" prepared by  
Baldwin Design Consultants, PA, and recorded in Book of Maps ~~2013~~, Page 417, of the Carteret  
County Registry; and **32**

WHEREAS, G and M is the owner or contract purchaser, from Beaufort Spring, of that  
certain parcel of land situated in Beaufort Township, Carteret County, North Carolina,  
containing approximately 1.836 acres, as shown as Lot 1 in the above-referenced plat of survey  
recorded in Book of Maps ~~2013~~, Page 417, Carteret County Registry; and **32**

WHEREAS, a 20' wide paved driveway has been installed or will be installed by  
Beaufort Spring upon Lot 2, running from the northern margin of Live Oak Street and along the

1 **BOOK 1465 PAGE 174**

①

**BEST AVAILABLE COPY**

westernmost boundary line of Lot 1, to a point in the northern boundary line of Lot 1, being a common corner of Lot 2 and Lot 1 (hereinafter referred to as the "Joint Driveway and Utility Connection Easement Area") and then continuing beyond the northernmost boundary line of Lot 1 farther into Lot 2 (the "Lot 2 Drive"), where it connects with the parking areas, as shown in the Site Development Plan attached hereto as Exhibit "A" and made a part hereof by reference; and

WHEREAS, a regional stormwater facility (the "Facility") has or will be installed by Beaufort Spring upon Lot 2 in the general area of the southern portion of Lot 2 and lying east of the Lot 2 Drive, being just north of the northern property line of Lot 1 (hereinafter referred to as the "Drainage Easement Area")

WHEREAS, Beaufort Spring and G and M desire to establish shared or common rights and interests in the Joint Driveway and Utility Connection Easement Area, situated on Lot 2 in the general area of the 20' wide paved driveway and in the Drainage Easement Area, situated on Lot 2 in the general area of the southern portion of Lot 2 and lying east of the Lot 2 Drive and establish certain rights and servitudes over their respective parcels in order to facilitate the use of said Joint Driveway and Utility Connection Easement Area and Drainage Easement Area.

NOW, THEREFORE:

1. Establishment of Easements. (a) Beaufort Spring hereby establishes a perpetual nonexclusive easement over and upon the Joint Driveway and Utility Connection Easement Area in favor of Lot 1 and Lot 2, such easement being for the purpose of vehicular and pedestrian ingress, egress and regress, in common with others entitled thereto by the owners and their respective agents, tenants, contractors, employees, customers and invitees, and for the purpose of making connections for utilities serving Lot 1. No Owner or any of their heirs, legal representatives, successors and/or assigns shall install or place any fence, wall, curb or other barrier along the common boundaries of the respective parcels so as to unreasonably impair, burden or interfere with the passage of vehicular and pedestrian traffic either between the respective properties referenced herein or to Live Oak Street. The foregoing "No Barrier Agreement" shall not prohibit (or restrict in any manner) any Owner from constructing additional buildings or other improvements on its property, or from relocating or altering any driveways, pedestrianways, or curb cuts located on its property in the Owner's sole and absolute discretion so long as it does not relocate, alter or interfere with the use of the Joint Driveway and Utility Connection Easement Area.

(b) Beaufort Spring hereby establishes a perpetual nonexclusive easement for the purpose of draining, discharging and impounding stormwater collected from Lot 1 into the Facility and associated improvements over and upon the lands of Lot 2 constituting the Drainage Easement Area in favor of Lot 1, such easement being for the purpose of drainage, discharging and impounding of stormwater collected from Lot 1 into the Facility. No Owner or any of their heirs, legal representatives, successors and/or assigns shall install or place any fence, wall, curb or other barrier along the common boundaries of the respective parcels so as to unreasonably impair, burden or interfere with the drainage of stormwater from Lot 1 into the Facility, except for such fencing that may be reasonably required to utilize the Facility as a retainage facility serving Lots 1 and 2 and to facilitate drainage, discharging and impounding of stormwater collected from Lot 1. The foregoing "No Barrier Agreement" shall not prohibit (or restrict in any manner) any Owner from constructing additional buildings or other improvements on its property, or from relocating or altering any driveways, pedestrianways, or curb cuts located on

2 **BOOK 1465 PAGE 174**

**BEST AVAILABLE COPY**

its property in the Owner's sole and absolute discretion so long as it does not locate, alter or interfere with the use of the Drainage Easement Area.

2. Maintenance of Joint Driveway and Utility Connection Easement Area and Drainage Easement Area.

2.1 The Owners of Lots 1 and 2 shall be equally responsible for repairs and maintenance costs for the Joint Driveway and Utility Connection Easement Area; however, each party acknowledges and agrees to perform its maintenance obligations hereunder so as to keep the entire Joint Driveway and Utility Connection Easement Area in a state of good repair and so as to maintain a neat and attractive appearance for the mutual benefit of both Owners and their respective properties.

2.2 Beaufort Spring shall maintain and repair the Drainage Easement Area and Facility, together with all associated improvements, in good and operable condition. For so long as no development has occurred on the Lot 1, Beaufort Spring shall conduct such maintenance and repair at Beaufort Spring's sole cost and expense. At such time as any portion of Lot 1 is developed, the maintenance and repair costs shall be shared among the owners of Lot 1 and Lot 2 on an equitable basis with reference to the acreage of each parcel as it relates to the total acreage of 8.239 acres. Other than as set forth below, the Lot 1 Owner shall be responsible for 22% of the costs to maintain and repair the Drainage Easement Area and Facility and the Lot 2 Owner shall be responsible for 78% of the costs thereof. The owner of Lot 1 shall pay its respective shares of maintenance and repair costs to the owner of Lot 2 within 30 days after receipt of an invoice therefor, and the amount of any maintenance and repair costs for which the owner of Lot 1 is responsible to reimburse the owner of Lot 2 shall constitute a lien and encumbrance upon Lot 1. Notwithstanding the foregoing, any owner of Lot 1 or Lot 2 that damages the Facility or the associated improvements shall be solely responsible for promptly repairing such damage and restoring said improvements to good and operable condition or the condition they were in at the time of damage, whichever is better.

2.3 In the event either party (hereinafter referred to as the "Defaulting Party") breaches any of his maintenance obligations hereunder, then the other party (hereinafter referred to as the "Non-Defaulting Party") may give the Defaulting Party written notice of such breach and shall give the Defaulting Party thirty (30) days after the delivery of such notice to commence performance of the Defaulting Party's obligations and thereafter to diligently perform and complete the same. If the Defaulting Party fails to commence performance of its maintenance obligations within such thirty-day period and thereafter to diligently perform and complete the same, then the Non-Defaulting Party may, but shall not be required to, commence and perform such obligations for and on behalf of the Defaulting Party, all of the actual costs and expenses which are the Defaulting Party's share shall be paid by the Defaulting Party to the Non-Defaulting Party within thirty (30) days of the Defaulting Party's receipt of written evidence confirming the payment of said expenses. Notwithstanding the foregoing, the Non-Defaulting Party may perform the maintenance obligations of the Defaulting Party hereunder for and on behalf of the Defaulting Party upon reasonable prior written notice (taking into account the circumstances) in the event of an emergency or the occurrence of material damage that impairs the Non-Defaulting Party's ability to operate on its parcel, and in such case, the actual costs and expenses incurred by the Non-Defaulting Party's which are the Defaulting Party's share, shall also be paid by the Defaulting Party to the Non-Defaulting Party within thirty (30) days after the Defaulting Party's receipt of written evidence confirming the payment of such expenses.

3 **BOOK 465 PAGE 174**

Miscellaneous:

3.1 NOTICE. All notices to be given by the parties under this Agreement shall be sent to the Owner at the street address listed on tax bills in the Tax Records of Carteret County, North Carolina. All notices shall be sent by either regular United States Mail, certified mail, return receipt requested, or nationally recognized overnight delivery service, and shall be deemed given when deposited with the U. S. Postal Service postage prepaid or with such overnight delivery service. Such notice shall be effective upon (i) actual receipt or (ii) refusal of delivery or (iii) expiration of the foregoing address as an effective address for notice without delivery of notice of a change of address. Either party may change the address to which notices are sent by providing written notice of the change to the other party hereto in accordance with this Section.

3.2 Each contract, deed, deed of trust or other instrument of conveyance which may be hereafter executed with respect to any portion of the aforementioned properties shall be deemed and held to have been executed, delivered and accepted, subject to all of the provisions of this Agreement regardless of whether or not any of such provisions are set forth in such contract, deed, deed of trust, or other instrument of conveyance and whether or not referred to in any such instrument.

3.3 The easement and covenants hereby established and imposed shall be covenants running with the land and shall inure to the benefit of and be binding upon all parties having any right, title or interest in any portion of the aforementioned properties, or any part thereof, and their heirs, legal representatives, successors and assigns.

3.4 This Agreement shall not create an association, partnership, joint venture, or a principal and agency relation between the Owners of Lot 1 and Lot 2.

3.4 No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

3.5 Should any provision hereof be declared invalid by a legislative, administrative, or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by the same.

3.6 Any sums due and payable hereunder which remain unpaid after the date due shall bear interest at the highest rate then allowed under applicable law until paid, and shall together with interest, the cost of collection, including reasonable attorney's fees, be a charge on the land and shall be a continuing lien on the property of the Defaulting Party which may be foreclosed in accordance with the laws of the State of North Carolina.

3.7 All provisions of this instrument, including the benefits and burdens, shall run with the land and are binding upon and shall inure to the benefit of the respective owners from time to time and to their tenants, licensees and invitees.

3.8 The rule of strict construction of terms does not apply to this Agreement. The terms and provisions of this Agreement shall be given a reasonable construction consistent with the intention of the parties to confer a commercially usable right of enjoyment to the easements granted herein to Owners.

3.9 Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the easement areas to the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement be strictly limited to the purposes expressed herein.

3.10 This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina. If any clause, sentence or other portion of the terms, covenants and restrictions of this Agreement become illegal, null or void for any reason, the remaining portions will remain in full force and effect.

3.11 This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, this Joint Driveway Easement Agreement and Agreement to Convey Easement for Ingress and Egress, Drainage and Utility Connections is executed as of the day and year first written.

**[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**

5

**BOOK 1465 PAGE 174**

BEAUFORT SPRING HOUSING ASSOCIATES, LLC, a North Carolina limited liability company

By: LIHTC MANAGERS, LLC, its Manager

By: [Signature]  
Lyle D. Gardner, Member-Manager

By: [Signature]  
Timothy G. Morgan, Member-Manager

G AND M DEVELOPMENT, LLC, a North Carolina limited liability company

By: [Signature]  
Lyle D. Gardner, Manager

Wake County, North Carolina

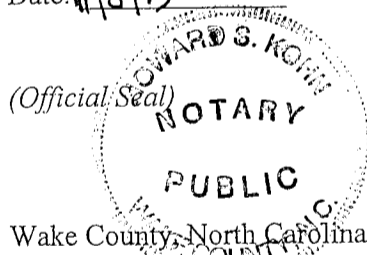
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Lyle D. Gardner and Timothy G. Morgan  
name(s) of principal(s).

Date: 11/8/13

[Signature]  
Official Signature of Notary

Notary's printed or typed name  
My commission expires: 7/13/14



Wake County, North Carolina

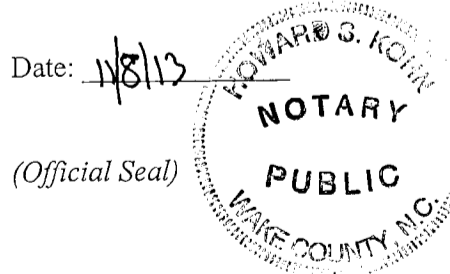
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Lyle D. Gardner  
name(s) of principal(s).

Date: 11/8/13

[Signature]  
Official Signature of Notary

Notary's printed or typed name  
My commission expires: 7/13/14



6 **BOOK 1465 PAGE 174**

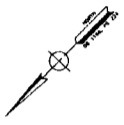
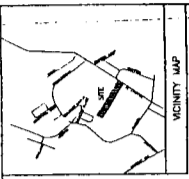
EXHIBIT "A"

DRAWING NUMBER  
10-104

DRAWING NUMBER

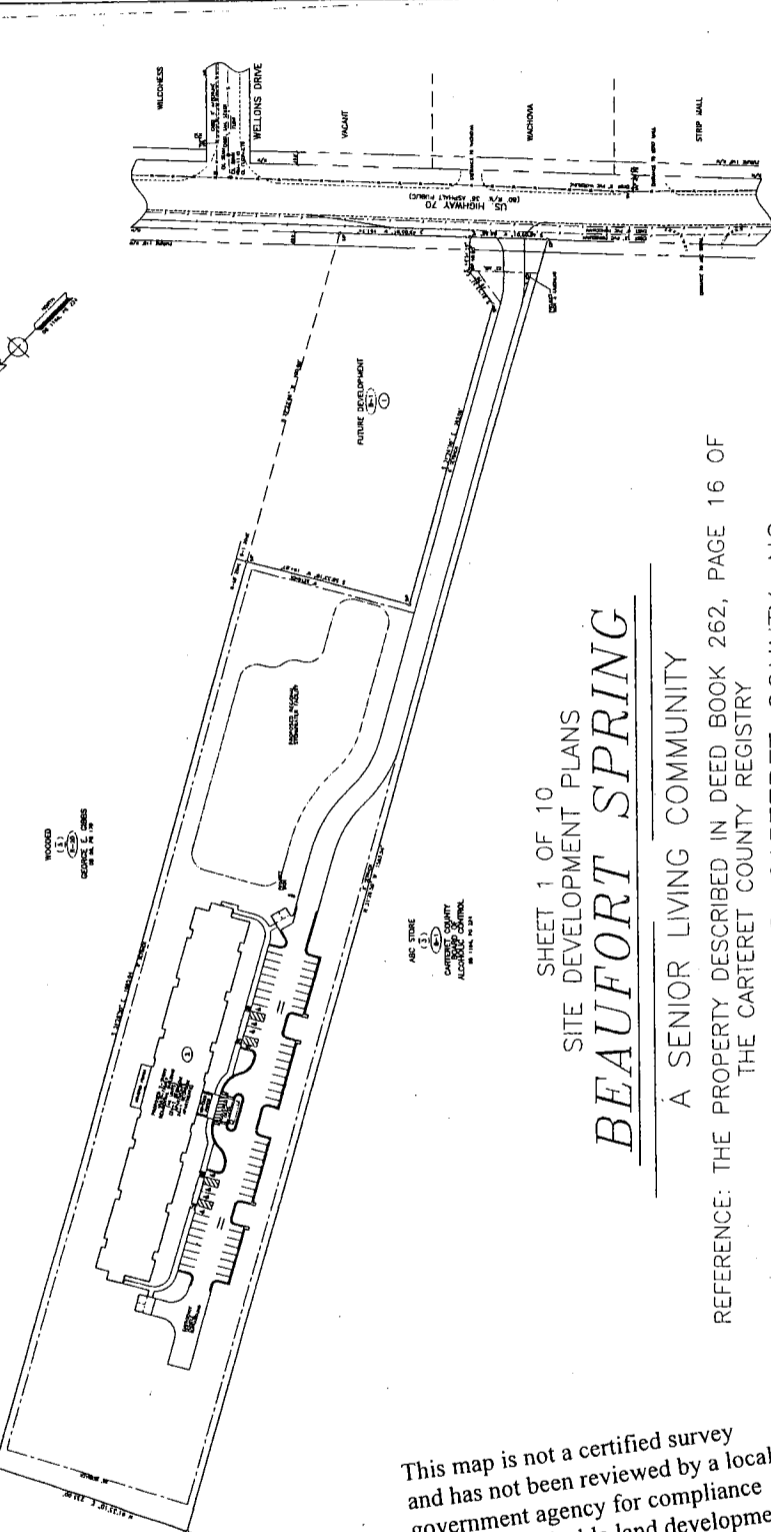
DRAWING NUMBER

DRAWING NUMBER  
1 of 10



WOODS  
(1) (2)  
EXISTING  
TREES TO REMAIN

ASB PERMITS  
(1) (2)  
CARTER COUNTY  
ALSO SEE PERMITS  
ON THIS PLAN



SHEET 1 OF 10

SITE DEVELOPMENT PLANS

# BEAUFORT SPRING

A SENIOR LIVING COMMUNITY

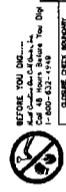
REFERENCE: THE PROPERTY DESCRIBED IN DEED BOOK 262, PAGE 16 OF  
THE CARTER COUNTY REGISTRY

BEAUFORT TOWNSHIP, CARTER COUNTY, NC

PIN #7306.12.86.7151000

DEVELOPER: EVERGREEN CONSTRUCTION COMPANY  
7706 SIX FORKS ROAD SUITE 202  
RALEIGH, NC 27815  
(919) 848-2041

SHEET INDEX	
1	Site Plan
2	Site Plan
3	Site Plan
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8	Site Plan
9	Site Plan
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80	Site Plan



BEFORE YOU USE  
ANY INFORMATION FROM THIS  
DRAWING, YOU MUST  
CALL THE DESIGNER TO  
VERIFY THE INFORMATION IS  
CURRENT AND ACCURATE.  
DO NOT RELY ON THIS  
DRAWING FOR ANY OTHER  
PURPOSES.  
EVERGREEN CONSTRUCTION COMPANY  
7706 SIX FORKS ROAD SUITE 202  
RALEIGH, NC 27815  
(919) 848-2041

This map is not a certified survey  
and has not been reviewed by a local  
government agency for compliance  
with any applicable land development  
regulations

## BOOK 1465 PAGE 174

This Instrument Was Prepared By:  
C. R. Wheatly, III  
Wheatly Law Group, PA  
710 Cedar Street, Beaufort, NC 28516

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## MODIFICATION OF DRIVEWAY EASEMENT

STATE OF NORTH CAROLINA  
COUNTY OF CARTERET

THIS MODIFICATION OF DRIVEWAY EASEMENT made and entered into this \_\_\_\_ day of September, 2022 by and between Beaufort Spring Housing Associates, LLC, A North Carolina Limited Liability Company, (hereinafter “Beaufort Spring”); and G and M Development, LLC, A North Carolina Limited Liability Company, (hereinafter “G and M”) and The Carteret County Board of Alcoholic Control, A Body Politic of Carteret County, North Carolina, (hereinafter “ABC”);

WITNESSETH:

WHEREAS, Beaufort Spring is the owner of a certain tract or parcel of land situate in Beaufort Township, Carteret County, North Carolina, containing approximately 6.403 acres, as shown as Lot Number 2 on that particular map entitled “Beaufort Spring” prepared by Baldwin Design Consultants, P.A., and recorded in Map Book 32, Page 417, Carteret County Registry;

WHEREAS, G and M is the owner of certain properties, which are designated as Tract Number 1, on that map entitled “Beaufort Spring” prepared by Baldwin Design Consultants, P.A., and recorded in Map Book 32, Page 417, Carteret County Registry; and

WHEREAS, ABC is the owner of certain property, which property is located adjacent to the property of Beaufort Spring as shown on that map in Map Book 32, Page 417, Carteret County Registry; and

WHEREAS, Beaufort Spring and G and M, entered into a Joint Driveway Easement Agreement, Drainage Easement and Agreement to Convey Easement for Ingress and Egress, Drainage and Utility Connections, which is recorded in Book 1465, Page 174, Carteret County Registry; and

WHEREAS, said agreement provides for the joint use of a driveway which would lie to the north of the property of ABC; and

WHEREAS, Beaufort Spring and G and M have agreed to allow ABC, their successor and assigns, to utilize the existing driveway on the property of Beaufort Spring, said easement to terminate at the southwest corner of Lot 1, as shown on said map in Map Book 32, Page 417, Carteret County Registry; and

THAT, further attached as Exhibit "A" is an actual survey of the easement to be conveyed and utilized by ABC;

THEREFORE, Beaufort Spring and G and M, for in consideration of \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, do hereby and grant to ABC, a perpetual Non-Exclusive Easement in that particular area as shown on Exhibit "A" which is attached and incorporated herein, for ingress, egress and regress.

WHEREAS, once ABC, its successors and assigns, utilize that easement shall be responsible for their prorated share of maintenance for that portion of said road or easement utilized by ABC or its successors and assigns;

THAT, the proportional share of ABC will be based upon the acreage that is to be conveyed to a third party, that would lie west of the current ABC building, in proportion with the acreage of Tracts 1 and 2, as shown on the map in Map Book 32, Page 417, Carteret County Registry; and

THAT, said easement shall be permanent and appurtenant to the property of ABC and shall be non-exclusive; and

WHEREAS, the utilization by ABC or its successors and assigns, of the easement will in no way interfere with any of the storm water or drainage of Beaufort Spring and G and M.

WHEREAS, all of the entities entitled to utilize said easement, do hereby consent and join in on the execution of this agreement.

IN WITNESS WHEREOF, said party sets its hand and seal this day and year first above written.

\_\_\_\_\_(SEAL)  
Lyle D. Gardner, Member-Manager  
LIHTC Managers, LLC for Beaufort Spring

\_\_\_\_\_(SEAL)  
Lyle D. Gardner, Manager  
G and M Development, LLC

\_\_\_\_\_(SEAL)  
Timothy G. Morgan, Member-Manager  
LIHTC Managers, LLC for Beaufort Spring

\_\_\_\_\_(SEAL)  
George E. Wheatly, Chairman  
The Carteret County Board of Alcoholic  
Control

\_\_\_\_\_  
State of North Carolina  
County of Carteret

I, the undersigned Notary Public of the County and State aforesaid, certify that Lyle D. Gardner personally appeared before me this day and acknowledged that he is a Manager of Beaufort Spring Housing Associates, LLC, and LIHTC Managers, LLC, and G and M Development, LLC, North Carolina Limited Liability Companies, and further acknowledged the due execution of the foregoing document.

Witness my hand and Notarial stamp or seal this \_\_\_\_ day of \_\_\_\_\_, 2022.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Affix Seal)

\_\_\_\_\_  
State of North Carolina  
County of Carteret

I, the undersigned Notary Public of the County and State aforesaid, certify that Timothy G. Morgan personally appeared before me this day and acknowledged that he is a Manager of Beaufort Spring Housing Associates, LLC, and LIHTC Managers, LLC, North Carolina Limited Liability Companies, and further acknowledged the due execution of the foregoing document.

Witness my hand and Notarial stamp or seal this \_\_\_\_ day of \_\_\_\_\_, 2022.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Affix Seal)

State of North Carolina  
County of Carteret

I, the undersigned Notary Public of the County and State aforesaid, certify that George E. Wheatly personally appeared before me this day and acknowledged that he is the Chairman of The Carteret County Board of Alcoholic Control, A Body Politic of Carteret County, North Carolina, and further acknowledged the due execution of the foregoing document.

Witness my hand and Notarial stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Affix Seal)



SHARED ACCESS EASEMENT AGREEMENT  
Beaufort Spring Housing Associates, LLC

To: Kyle Garner – Director of Planning Beaufort, NC

From: Tim Morgan – President Evergreen Construction Company & Member of Beaufort Spring Housing Associates, LLC 

Subject: 1791 Live Oak Street – Shared Access Easement

Date: September 6, 2022

This is to advise the Town of Beaufort that we have had several discussions with Mr. Marlowe, as well as reviewed his most recent site plan, regarding his proposed use on the property adjoining our Beaufort Spring community. We have agreed to allow him to tie into our existing drive at a location towards the front of his property, which we believe will have no impact on our residents. The proposed boundary of the access easement coincides with the existing easement agreement documented on DB 1465 PG 174. A modification to this easement (attached) shall be executed upon subdivision final plat approval and shared access and maintenance agreement.

Please feel free to reach out to me should you, staff or elected officials have any questions.



*This institution is an equal opportunity provider and employer*

### NORTH CAROLINA NON-WARRANTY DEED

Excise Tax: \$0.00

Parcel Identifier No. Part 730612867148000 Verified by Carteret County on the \_\_\_\_ day of \_\_\_\_\_, 2022.

By: \_\_\_\_\_

Mail/Box to: **Wheatly Law Group, PA, P.O. Box 360, Beaufort, NC 28516**

This instrument was prepared by: **C.R. Wheatly, III**

Brief description for the Index: **Part 1793 Live Oak Street**

THIS DEED made this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between

**GRANTOR**

Samuel C. Gibbs, III and wife, Cynthia Gibbs  
307 Yellowwood Lane  
Asheville, NC 28803

**GRANTEE**

The Carteret County Board of Alcoholic Control  
A Body Politic of Carteret County, North Carolina  
300 Greenfield Drive  
Newport, NC 28570

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

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

**See attached Exhibit "A"**

All or a portion of the property herein conveyed does not include the primary residence of a Grantor.

The property hereinabove described was acquired by Grantor by instrument recorded in Books \*\*\*\*, Page \*\*, Carteret County Registry.

A map showing the above described property is recorded in Plat Book \_\_, Page \_\_, Carteret County Registry.

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

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

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

\_\_\_\_\_  
Samuel C. Gibbs, III (SEAL)

\_\_\_\_\_  
Cynthia Gibbs (SEAL)

State of North Carolina  
County of \_\_\_\_\_

I, the undersigned Notary Public of the County and State aforesaid, certify that Samuel C. Gibbs, III and Cynthia Gibbs personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal this \_\_\_\_ day of \_\_\_\_\_, 2022.

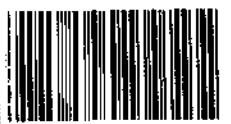
My Commission Expires:

\_\_\_\_\_  
(Affix Seal)

\_\_\_\_\_  
Notary Public

Exhibit "A"

Lying and being in the Town of Beaufort, Carteret County, North Carolina, and beginning at a point which is the Carteret County Board of Alcoholic Control northeast corner, in accordance with that deed recorded in Book 1186, Page 224, Carteret County Registry; running thence from said point N 27-22-08 E, 1,575.74 feet to a point; thence from said point N 64-33-00 E, 7.61 feet to a point; running thence with the southern boundary of that tract of land conveyed to Beaufort Spring Housing Associates, LLC as recorded in Book 1426, Page 88, Carteret County Registry; running thence with the southern boundary of that tract of land described in Book 1426, Page 88, Carteret County Registry, to which same would intersect with the northern right of way of U.S. Highway 70; running thence with U.S. Highway 70 S 48-25-24 W, 56 feet to the POINT OR PLACE OF BEGINNING.



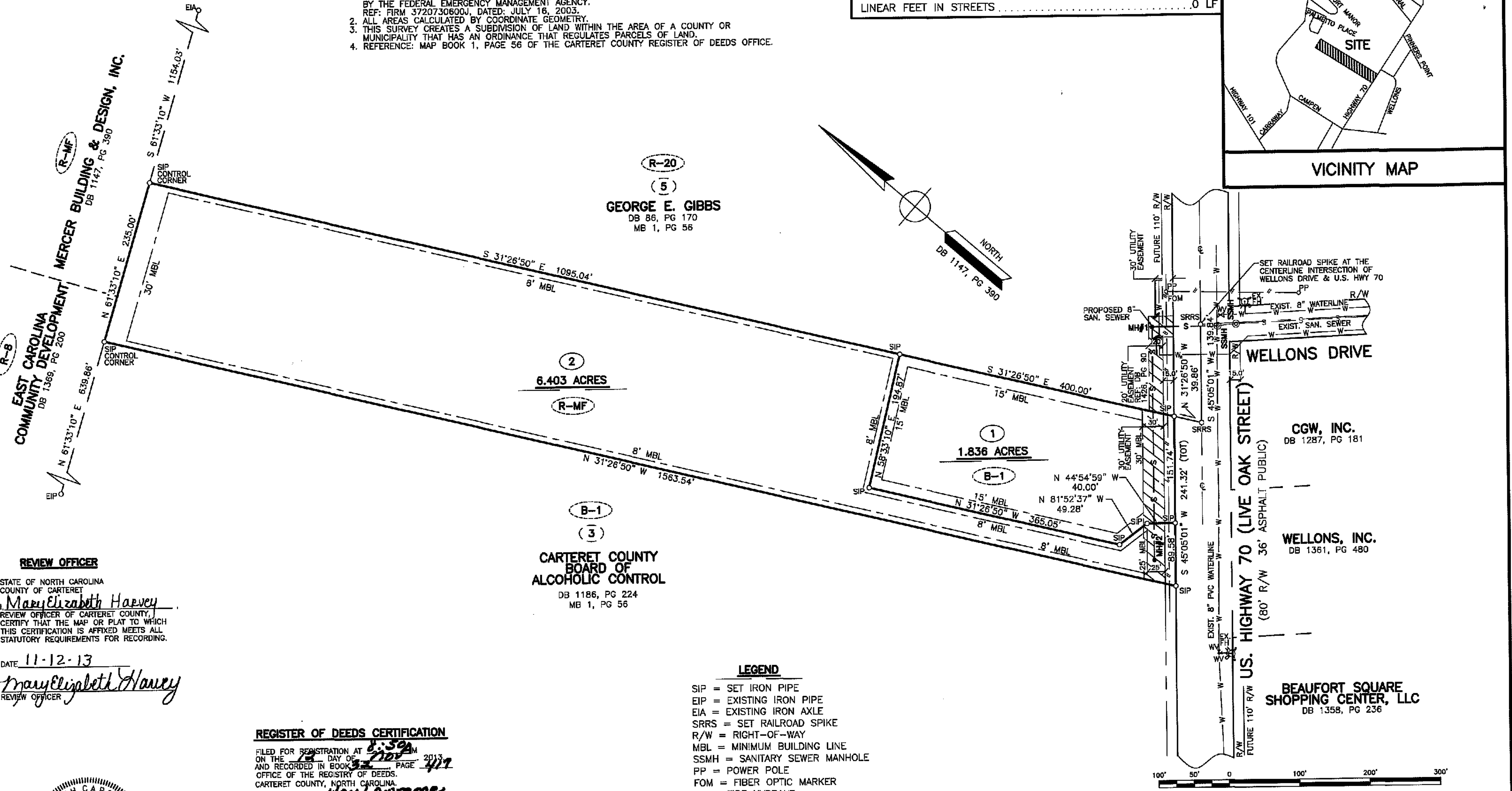
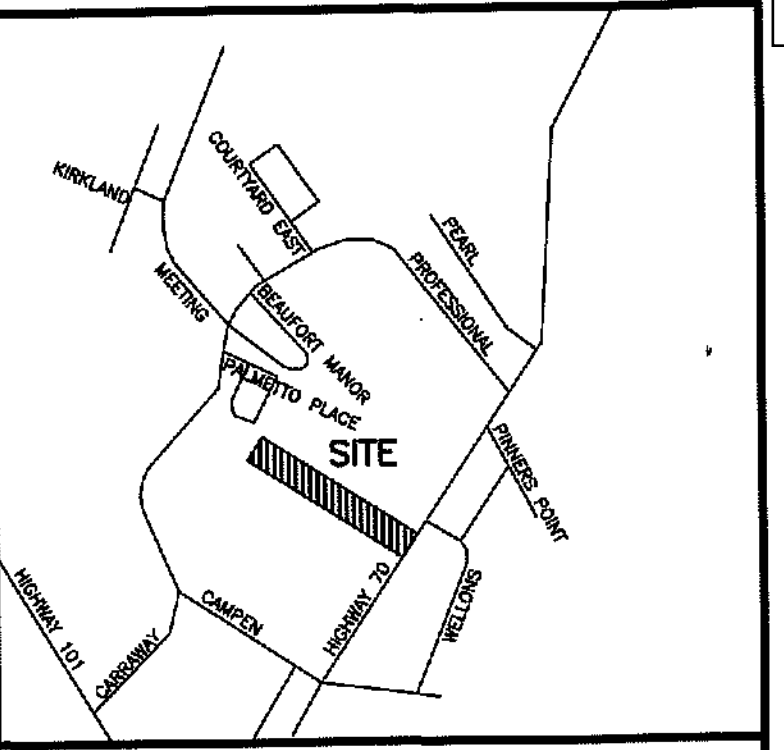
FOR REGISTRATION REGISTER OF DEEDS  
 Joy Lawrence  
 Carteret County, NC  
 November 12, 2013 08:50:30 AM  
 JL MAP 1 P  
 FEE \$21.00  
 FILE # 32417

FILE # 32417

**GENERAL NOTES**

1. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARDOUS AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. REF: FIRM 3720730600J, DATED: JULY 16, 2003.
2. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
3. THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
4. REFERENCE: MAP BOOK 1, PAGE 56 OF THE CARTERET COUNTY REGISTER OF DEEDS OFFICE.

SITE DATA	
TOTAL AREA IN TRACT	8.239 ACRES
ZONING CLASSIFICATION	R-MF & B-1
NUMBER OF LOTS CREATED	2
AREA IN OPEN SPACE	0 S.F.
AREA IN PARKS, RECREATION AREA AND THE LIKE	0 S.F.
TOTAL IN COMMON AREA	0 S.F.
LINEAR FEET IN STREETS	0 LF



(R-20)  
 (5)  
 GEORGE E. GIBBS  
 DB 86, PG 170  
 MB 1, PG 56

(2)  
 6.403 ACRES  
 (R-MF)

(1)  
 1.836 ACRES  
 (B-1)

(B-1)  
 (3)  
 CARTERET COUNTY BOARD OF ALCOHOLIC CONTROL  
 DB 1186, PG 224  
 MB 1, PG 56

**REVIEW OFFICER**  
 STATE OF NORTH CAROLINA  
 COUNTY OF CARTERET  
 Mary Elizabeth Harvey  
 REVIEW OFFICER OF CARTERET COUNTY  
 CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
 DATE 11-12-13  
 Mary Elizabeth Harvey  
 REVIEW OFFICER

**REGISTER OF DEEDS CERTIFICATION**  
 FILED FOR REGISTRATION AT 8:59 AM  
 ON THE 12 DAY OF NOV 2013  
 AND RECORDED IN BOOK 52 PAGE 417  
 OFFICE OF THE REGISTRY OF DEEDS,  
 CARTERET COUNTY, NORTH CAROLINA.  
 MELANIE ARTHUR Joy Lawrence  
 REGISTER OF DEEDS  
 BY Joy Lawrence  
 REGISTRAR



- LEGEND**
- SIP = SET IRON PIPE
  - EIP = EXISTING IRON PIPE
  - EIA = EXISTING IRON AXLE
  - SRRS = SET RAILROAD SPIKE
  - R/W = RIGHT-OF-WAY
  - MBL = MINIMUM BUILDING LINE
  - SSMH = SANITARY SEWER MANHOLE
  - PP = POWER POLE
  - FOM = FIBER OPTIC MARKER
  - FH = FIRE HYDRANT
  - EX = EXISTING
  - WV = WATER VALVE
  - - - = NOT TO SCALE

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

I HEREBY CERTIFY THAT ALL STREETS, UTILITIES AND OTHER IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE TOWN OF BEAUFORT SPECIFICATIONS AND STANDARDS AT THE BEAUFORT SPRING SUBDIVISION OR THAT GUARANTEES OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS IN AN ACCEPTABLE MANNER SATISFACTORY TO THE TOWN OF BEAUFORT HAVE BEEN RECEIVED.

11/12/13  
 Michele Davis  
 TOWN CLERK, BEAUFORT

11/12/13  
 David Robinson  
 Planning Board Chairman

11/12/13  
 Charles W. Phipps  
 TOWN MANAGER

**CERTIFICATION**  
 THIS IS TO CERTIFY THAT THIS MAP WAS DRAWN UNDER MY DIRECTION AND SUPERVISION FROM AN ACTUAL FIELD LAND SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000, THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS DASHED LINE; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.  
 WITNESS MY HAND AND SEAL THIS 6th DAY OF NOVEMBER, 2013.

**CERTIFICATE OF OWNERSHIP AND DEDICATION**  
 I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF BEAUFORT AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISHED MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I HEREBY DEDICATE ALL SANITARY SEWER, STORM SEWER AND WATER LINES TO THE TOWN OF BEAUFORT.  
 Owner: Beaufort Spring Housing Associates, LLC  
 11/12/2013  
 BY: L.H.T.C. Managers, LLC  
 its manager  
 Member

**CERTIFICATE OF APPROVAL FOR RECORDING**  
 I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR BEAUFORT, NORTH CAROLINA, AND THAT THIS PLAT HAS BEEN APPROVED BY THE BOARD OF COMMISSIONERS FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF CARTERET COUNTY.  
 11/12/13  
 Michele Davis  
 TOWN CLERK, BEAUFORT

SHEET 1 OF 1  
 PRELIMINARY/FINAL PLAT  
 PIN #7306.12.86.7151000

**BEAUFORT SPRING**

REFERENCE: DEED BOOK 1426, PAGE 88 OF THE CARTERET COUNTY REGISTER OF DEEDS OFFICE

BEAUFORT, BEAUFORT TOWNSHIP, CARTERET COUNTY, N.C.

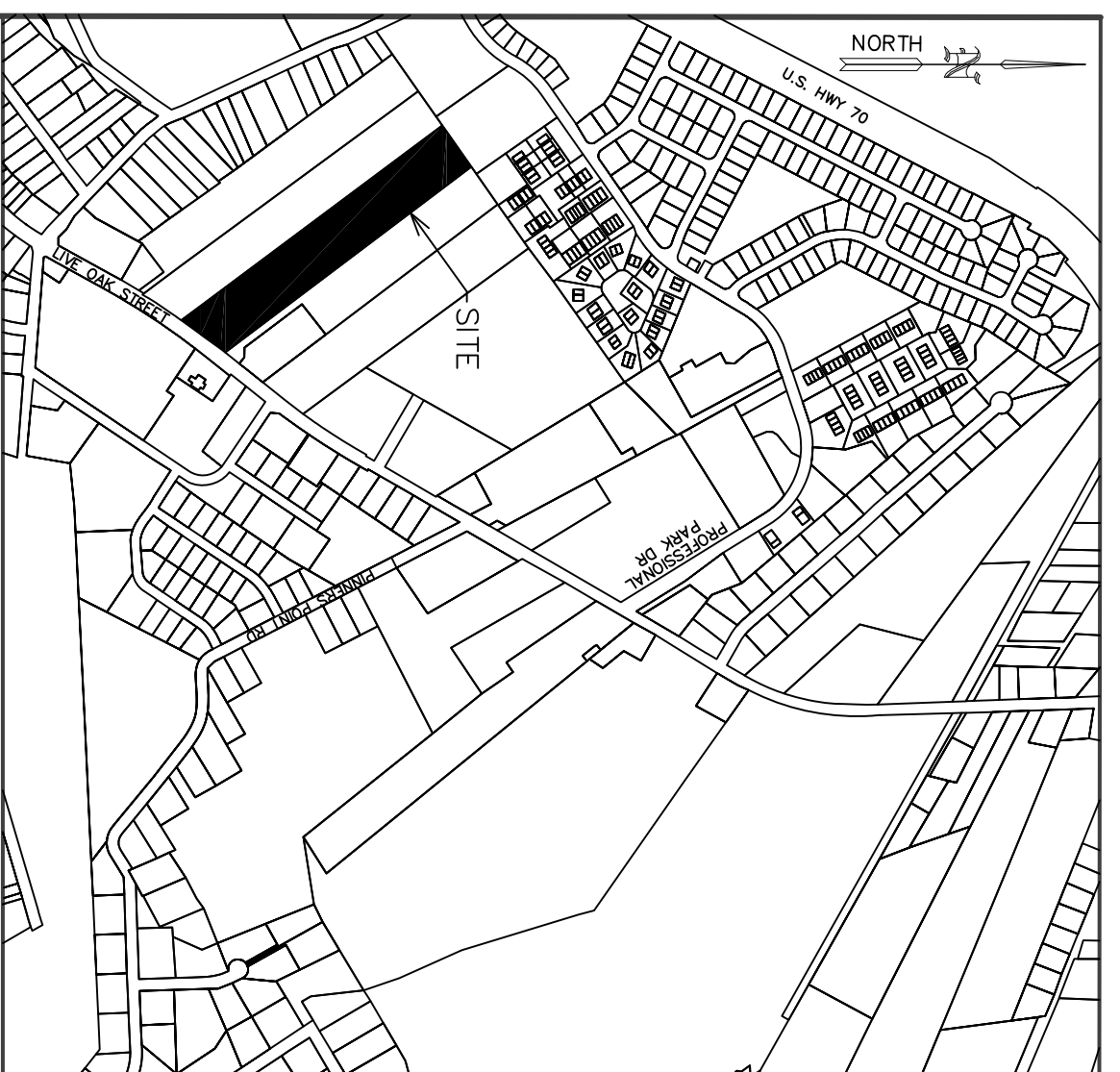
OWNER: BEAUFORT SPRING HOUSING ASSOCIATES, LLC  
 ADDRESS: 7706 SIX FORKS ROAD  
 RALEIGH, NC 27615  
 PHONE: 919-848-2041

	LICENSE# C-3498	SURVEYED: JP	APPROVED: MWB
	3740-B EVANS STREET GREENVILLE, NC 27634 252.756.1390	DRAWN: JGG	DATE: 11/06/2013
		CHECKED: MWB	SCALE: 1" = 100'

CAD FILE: 10-104 BEAUFORT SPRING-EVERGREEN\10-104 BEAUFORT SPRING SUBD P&F C&G FILE: 10-104

PRELIMINARY

NOT FOR SALES OR RECORDATION



VICINITY MAP (NOT TO SCALE)

- LEGEND**
- R/W= RIGHT-OF-WAY
  - CP= COMPUTED POINT BY DEED
  - EIP= EXISTING IRON PIPE
  - ER= EXISTING IRON ROD
  - EPR= EXISTING PARKER NYLON NAIL
  - ERRS= EXISTING RAILROAD SPIKE
  - BOUNDARY LINE
  - NON-SURVEYED LINE
  - PLATTED BY DEED
  - EX. RIGHT-OF-WAY
  - EX. EASEMENT LINE

**NOTES:**

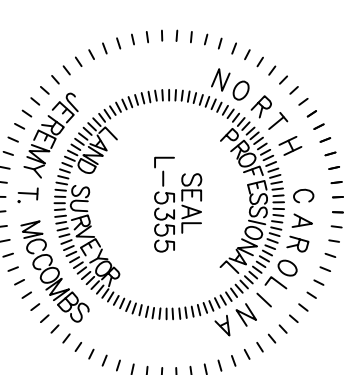
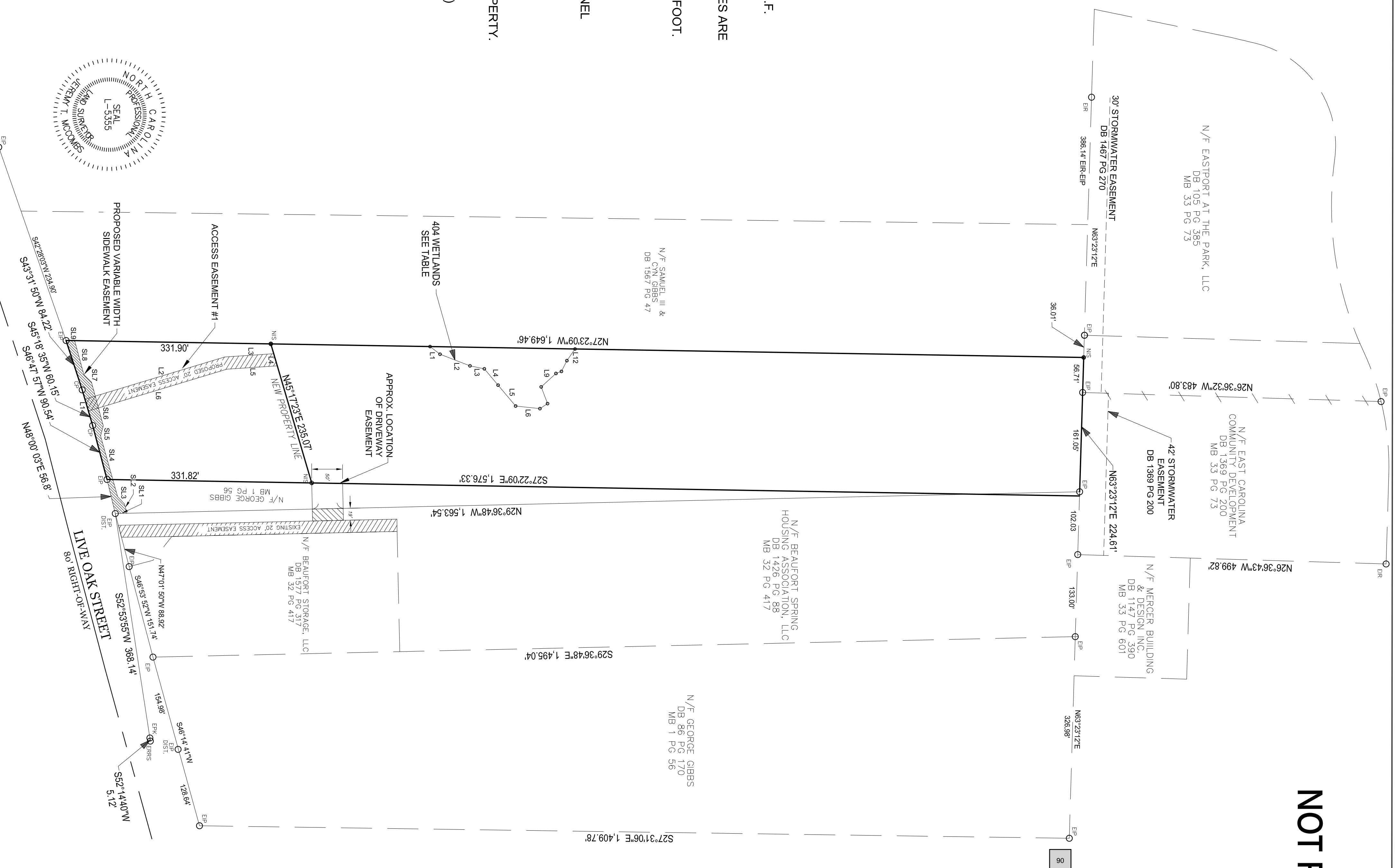
1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY. AREA = 361,496.551 S.F. OR 8.30 +/- ACRES ON LAND.
2. ALL BEARINGS ARE BASED ON DEED BOOK 1186 PAGE 224 AND COORDINATES ARE BASED ON N.C. STATE PLANE COORDINATE SYSTEM, NAD 83 (2011).
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES. UNITS: US SURVEY FOOT.
4. THIS PARCEL IS ZONED B-1 PER THE TOWN OF BEAUFORT UNIFIED DEVELOPMENT ORDINANCES.
5. THIS PROPERTY IS LOCATED IN FLOOD ZONE DESIGNATIONS: SHADED 'X' AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM. FIRM PANEL 3720730600J, DATED 7/16/2003.
6. 404 WETLANDS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS PER ACTION ID: SAW-2017-00741.
7. NO NGS HORIZONTAL MONUMENT WITHIN 2,000 FEET OF THE SUBJECT PROPERTY.

1. JEREMY T. MCCOMBS, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY OF DESCRIPTION(S) AS RECORDED IN DEED BOOK 1186 PAGE 224. THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS SUCH AND WERE PLOTTED FROM INFORMATION AS REFERENCED HEREON: DB 1567 PG 47; MB 31 PG 794; MB 32 PG 417; MB 33 PG 73; MB 33 PG 601 THAT THE RATIO OF PRECISION WAS 1:10,000+ AND THAT THE GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) WAS USED TO PERFORM A PORTION OF THIS SURVEY AND THE FOLLOWING INFORMATION WAS USED:

- |                                   |                |
|-----------------------------------|----------------|
| (1) CLASS OF SURVEY:              | CLASS A        |
| (2) POSITIONAL ACCURACY:          | 0.05           |
| (3) TYPE OF GPS SURVEY:           | RTK            |
| (4) DATES OF SURVEY:              | 1-5-2022       |
| (5) DATUM/EPOCH:                  | NAD83(2011)    |
| (6) PUBLISHED/FIXED -CONTROL USE: | NC RTN         |
| (7) GEOD MODEL:                   | 2018           |
| (8) COMBINED GRID FACTOR(S):      | 0.999991902    |
| (9) UNITS:                        | US SURVEY FOOT |

I FURTHER CERTIFY THIS IS A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET. THAT THIS PLAT MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600) AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30(F)(1) AS AMENDED. WITNESS MY HAND AND SEAL THIS 26TH DAY OF MAY, A.D. 2022.

JEREMY T. MCCOMBS PLS L-5355



ACCESS EASEMENT #1 TABLE

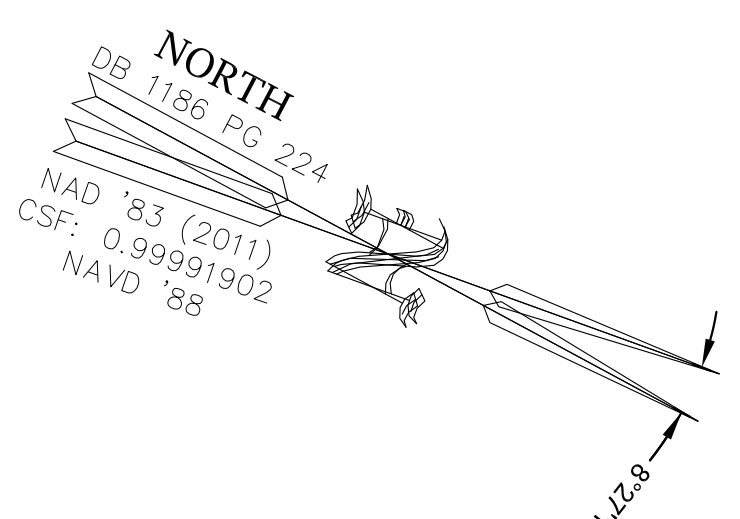
ACCESS EASEMENT #1 TABLE	ACCESS EASEMENT #2 TABLE
L1 20.00' S45°18'35"W	L1 136.65' N27°22'09"W
L2 236.47' N45°09'07"W	L2 43.88' S45°17'23"W
L3 79.70' N32°09'18"W	L3 125.04' S29°38'12"E
L4 20.49' N45°17'23"E	L4 36.96' N60°21'54"E
L5 81.88' N32°09'18"W	
L6 234.35' N45°09'07"W	

404 WETLAND TABLE

404 WETLAND TABLE	REFERENCES
L1 N09°12'25"E 20.38'	- DEED BOOK 1567 PAGE 47
L2 N07°06'08"W 52.05'	- MAP BOOK 10 PAGE 56
L3 N16°40'22"W 23.81'	- MAP BOOK 30 PAGE 757
L4 N21°36'05"E 34.54'	- MAP BOOK 31 PAGE 260
L5 N21°35'28"E 44.21'	- MAP BOOK 31 PAGE 723
L6 N22°16'13"W 39.64'	- MAP BOOK 31 PAGE 794
L7 N61°40'28"W 14.76'	- MAP BOOK 31 PAGE 905
L8 S40°55'14"W 28.92'	- MAP BOOK 32 PAGE 32
L9 N70°48'31"W 32.31'	- MAP BOOK 32 PAGE 417
L10 N48°45'39"W 9.49'	- MAP BOOK 32 PAGE 454
L11 S88°36'00"W 19.60'	- MAP BOOK 31 PAGE 905
L12 N83°25'32"W 23.03'	- MAP BOOK 33 PAGE 466
	- MAP BOOK 33 PAGE 509
	- MAP BOOK 33 PAGE 601

SIDEWALK EASEMENT TABLE

SL1 18.98'	N29°38'06"E
SL2 15.49'	N46°30'29"E
SL3 16.38'	N18°54'32"E
SL4 102.21'	N45°57'46"E
SL5 17.02'	S76°42'01"E
SL6 73.31'	N46°30'29"E
SL7 17.20'	N16°05'57"E
SL8 57.17'	N46°30'29"E
SL9 13.95'	N27°37'34"E



SUBDIVISION PLAT OF  
**TRACT #3 TOM GIBBS SUBDIVISION**  
 REFERENCE: DB 1186 PG 224 PIN: 730612856893000  
 BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

OWNER: CARTERET CO BD OF ALCOHOLIC CO

ADDRESS: 1791 LIVE OAK STREET  
 BEAUFORT, NC 28516

SURVEYED: BB/AC  
 DRAWN: JTM  
 APPROVED: JTM

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

DATE: 07/27/2022  
 SCALE: 1" = 100'

PM3071--001



**Town of Beaufort, NC**

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

**Board of Commissioners  
Regular Meeting  
6:00 PM Monday, October 10, 2022  
Train Depot, 614 Broad Street**

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**AGENDA CATEGORY:** Items for Discussion & Consideration  
**SUBJECT:** Case #22-19 Final Plat – Salt Wynd Preserve (Phase I)

**BRIEF SUMMARY:**

The applicant wishes to subdivide a 37.06-acre tract into 47 Single-family residential lots.  
The applicant has chosen to request to bond the infrastructure improvement and has submitted cost estimates for the complete cost of improvements totaling \$3,153,123.36 (See estimated cost of improvement sheet from engineer).  
Recreation Fees in the amount of \$5,527.20 will need to be paid prior to Final Plat Recordation

At their September 19, 2022 meeting the Planning Board unanimously recommended approval of the final plat.

**REQUESTED ACTION:**

Decision on Final Plat

**EXPECTED LENGTH OF PRESENTATION:**

10 Minutes

**SUBMITTED BY:**

Kyle Garner, AICP  
Planning & Inspections Director

**BUDGET AMENDMENT REQUIRED:** N/A



# STAFF REPORT



**To:** Mayor & Board of Commission Members  
**From:** Kyle Garner, AICP, Town Planner  
**Date:** October 10, 2022  
**Case No.** 22-19 Salt Wynd Preserve - Final Plat Phase I

**THE QUESTION:** Subdivide a 37.06 acre tract into 47 Single-family residential lots.

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

Location: Piver Road  
 Owners: Beaufort Agrihood Development, LLC  
 Requested Action: Subdivide a 37.06 Acre Tract into 47 Lots  
 Existing Zoning: R-20  
 Size: 37.06 acres  
 Amount of Open Space: 2.39Acres  
 Existing Land Use: Undeveloped

**SPECIAL INFORMATION:** As part of the Final Plat process the infrastructure can be either installed or bonded through a financial guarantee process to ensure completion of the project. The applicant has chosen to request to bond the infrastructure improvement and has submitted cost estimates for the complete cost of improvements totaling \$3,153,123.36 (See estimated cost of improvement sheet from engineer).

Recreation Fees in the amount of \$5,527.20 will need to be paid prior to Final Plat Recordation

At their September 19, 2022 meeting the Planning Board voted unanimously to recommend approval of the Final Plat.

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

**OPTIONS:**  
 1. Decision on Final Plat

- Attachments:**
- Attachment A - Vicinity Map
  - Attachment B - Final Plat for Salt Wynd Preserve – Phase I
  - Attachment C - Bond Estimates
  - Attachment D – Draft Covenants

# Case #22-19 Vicinity Map - Final Plat - Salt Wynd Preserve Phase 1

2.



SITE CALCULATIONS

AREA IN TOTAL TRACT TO BE SUBDIVIDED.....1,614,756 SF
AREA IN PARKS AND OTHER NONRESIDENTIAL USE.....104,244 SF
TOTAL MAXIMUM BUILT-UPON AREA.....12.00%
TOTAL NUMBER OF PARCELS CREATED.....47
LINEAR FEET IN STREETS.....4,771
ZONING.....R-20

NOTES:

- 1. VERTICAL DATUM BASED ON NAVD '88. CONTOUR INTERVAL: 1'.
2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES. UNITS: U.S. SURVEY FOOT.
3. UNDERGROUND UTILITY INFORMATION BASED ON THE TOWN OF BEAUFORT'S AS-BUILT RECORDS.
4. 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 AREAS THAT WILL BE INUNDATED BY THE FLOOD EVENT HAVING A 1-PERCENT CHANCE OF BEING EQUALLED 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 AREA WITHIN THE AE6 FLOOD HAZARD AREA MAY BECOME FLOODED AS DESCRIBED ABOVE INCLUDING ROAD, 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 NECESSARY PREPARATIONS IN THE EVENT OF A FORECASTED FLOOD EVENT TO ASSURE THE SAFETY OF PROPERTY AND LIFE.
5. IMPROVEMENTS SHOWN IN THE FLOODPLAIN AREA WILL NOT RESULT IN ANY INCREASE IN THE FLOOD LEVELS MORE THAN ONE FOOT DURING THE OCCURRENCE OF A BASE FLOOD EVENT PURSUANT TO FLOOD DAMAGE PREVENTION ORDINANCE 151.44/45.
6. THE DEVELOPMENT OF EACH LOT SHALL INCLUDE A STORMWATER DETENTION DEVICE WHICH SHALL LIMIT THE RATE OF RUNOFF TO NOT GREATER THAN THE VALUE SHOWN IN THE LOT SPECIFIC CALCULATIONS TABLE. THE SUM OF THE VALUES SHOWN IN THE TABLE WILL LIMIT THE TOTAL RATE OF RUNOFF FROM THE ENTIRE SITE TO NO MORE THAN 10% GREATER THAN THE PRE-DEVELOPMENT RUNOFF RATE FOR THE ONE-HOUR STORM AND THE THEN-YEAR 24-HOUR STORM. IT SHALL BE THE RESPONSIBILITY OF THE HOA TO ENSURE ALL LOTS AND STREETS CONFORM TO THESE REQUIREMENTS AND THOSE LISTED IN THE OPERATION AND MAINTENANCE AGREEMENT.
7. 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 SHOWN IN THE LOT SPECIFIC CALCULATIONS 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 (5) INCHES OR LARGER AT FOUR (4) FEET 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 AND EXISTING TREES OVER FIVE (5) INCHES IN DIAMETER AT FOUR (4) FEET 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.
8. EASEMENT WITHIN PRIVATE STREET RIGHT OF WAY TO BE GRANTED TO TOWN OF BEAUFORT FOR ACCESS AND MAINTENANCE OF UTILITIES.
9. ONLY ORGANICALLY CERTIFIED LANDSCAPE PRODUCTS MAY BE USED WITHIN THE DEVELOPMENT.

FLOOD PROOFING MEASURES:

- 1. ALL STREETS WILL BE CONSTRUCTED OF PERMEABLE PAVEMENT MATERIALS. PERMEABLE PAVEMENTS HAVE VOIDS WHICH ALLOW WATER TO PASS THROUGH, UP OR DOWN OR Laterally WITHOUT DISPLACEMENT OF THE PAVEMENT STRUCTURE.
2. SEWER - ANY SANITARY SEWER MANHOLES WITH TOPS BELOW THE BASE FLOOD ELEVATION WILL BE CONSTRUCTED WITH SEALED COVERS TO PREVENT INFLOW OF STORMWATER DURING FLOOD EVENTS. VERTICAL VENT PIPES WILL BE PROVIDED TO RELIEVE SEWER GASES ABOVE THE FLOOD LEVEL. ELECTRICAL PANELS FOR OPERATION OF THE SEWER PUMP STATION WILL BE ELEVATED ABOVE THE BASE FLOOD ELEVATION.
3. WATER MAINS WILL BE BURIED TO SUFFICIENT DEPTH TO PREVENT DISPLACEMENT DURING FLOOD EVENTS.
4. ELECTRICAL TRANSFORMERS WILL BE ELEVATED ABOVE THE BASE FLOOD ELEVATION.
5. THE TOWN OF BEAUFORT REQUIRES TWO FEET OF FREEBOARD ABOVE THE DEFINED FLOOD ELEVATION WHEN BUILDING WITHIN THESE SFHA'S.

CERTIFICATE OF SURVEY AND ACCURACY

I, JEREMY T. MCCOMBS, CERTIFY THAT THIS MAP WAS (DRAWN BY ME)/DRAWN UNDER MY SUPERVISION) FROM (AN ACTUAL SURVEY MADE BY ME)/(AN ACTUAL SURVEY MADE UNDER MY SUPERVISION)/(DEED DESCRIPTION RECORDED IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, ETC.)(OTHER); THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1: \_\_\_\_\_; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED. WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D.

THE GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) WAS USED TO PERFORM A PORTION OF THIS SURVEY AND THE FOLLOWING INFORMATION WAS USED

- (1) CLASS OF SURVEY: CLASS A
(2) POSITIONAL ACCURACY: 0.05'
(3) TYPE OF GPS SURVEY: RTK
(4) DATES OF SURVEY: 1-20-2022
(5) DATUM/EPOCH: NAD83(2011)
(6) PUBLISHED/FIXED -CONTROL USE: VRS
(7) GEOD MODEL: 2012B
(8) COMBINED GRID FACTOR(S): 0.99992013
(9) UNITS: US SURVEY FOOT

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

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

JEREMY T. MCCOMBS
(PROFESSIONAL LAND SURVEYOR)
LICENSE # \_\_\_\_\_

PROJECT NO.: PM3067-001

DRAWING NO.:

SALT WYND PRESERVE
PHASE ONE
BEAUFORT, CARTERET COUNTY, NORTH CAROLINA



LEGEND

- ECM= EXISTING CONCRETE MONUMENT
EIP= EXISTING IRON PIPE
EIR= EXISTING IRON ROD
EPK= EXISTING PARKOR-KALON NAIL
WW= WATER VALVE
PP= POWER POLE
BOUNDARY LINE
SURVEYED LINE
NON-SURVEY LINE (PLATTED BY DEED)
RIGHT-OF-WAY
WETLANDS LINE
CAMA LINE
FLOOD HAZARD LINE
WOODS LINE
FENCE LINE

CERTIFICATE OF OWNERSHIP AND DEDICATION

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

DATE OWNER(S)

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

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

DATE TOWN MANAGER

CERTIFICATE OF APPROVAL BY THE PLANNING BOARD

THE BEAUFORT PLANNING BOARD HEREBY APPROVES THE FINAL PLAT FOR THE SALT WYND PRESERVE, PHASE ONE SUBDIVISION.

DATE CHAIRMAN, BEAUFORT PLANNING BOARD

CERTIFICATE OF APPROVAL FOR RECORDING

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

DATE TOWN CLERK, BEAUFORT

REVIEW OFFICER CERTIFICATE

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

REVIEW OFFICER

DATE

NORTH CAROLINA
CARTERET COUNTY

REGISTER OF DEEDS

FILED FOR REGISTRATION AT \_\_\_\_\_ O'CLOCK ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_; RECORDED IN MAP BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.

REGISTER OF DEEDS CARTERET COUNTY DATE

NORMAL HIGH WATER TABLE

Table with 3 columns: Stationing (L1-L35), Elevation (e.g., 23.34, 38.94), and Bearing (e.g., S57°58'11"W).

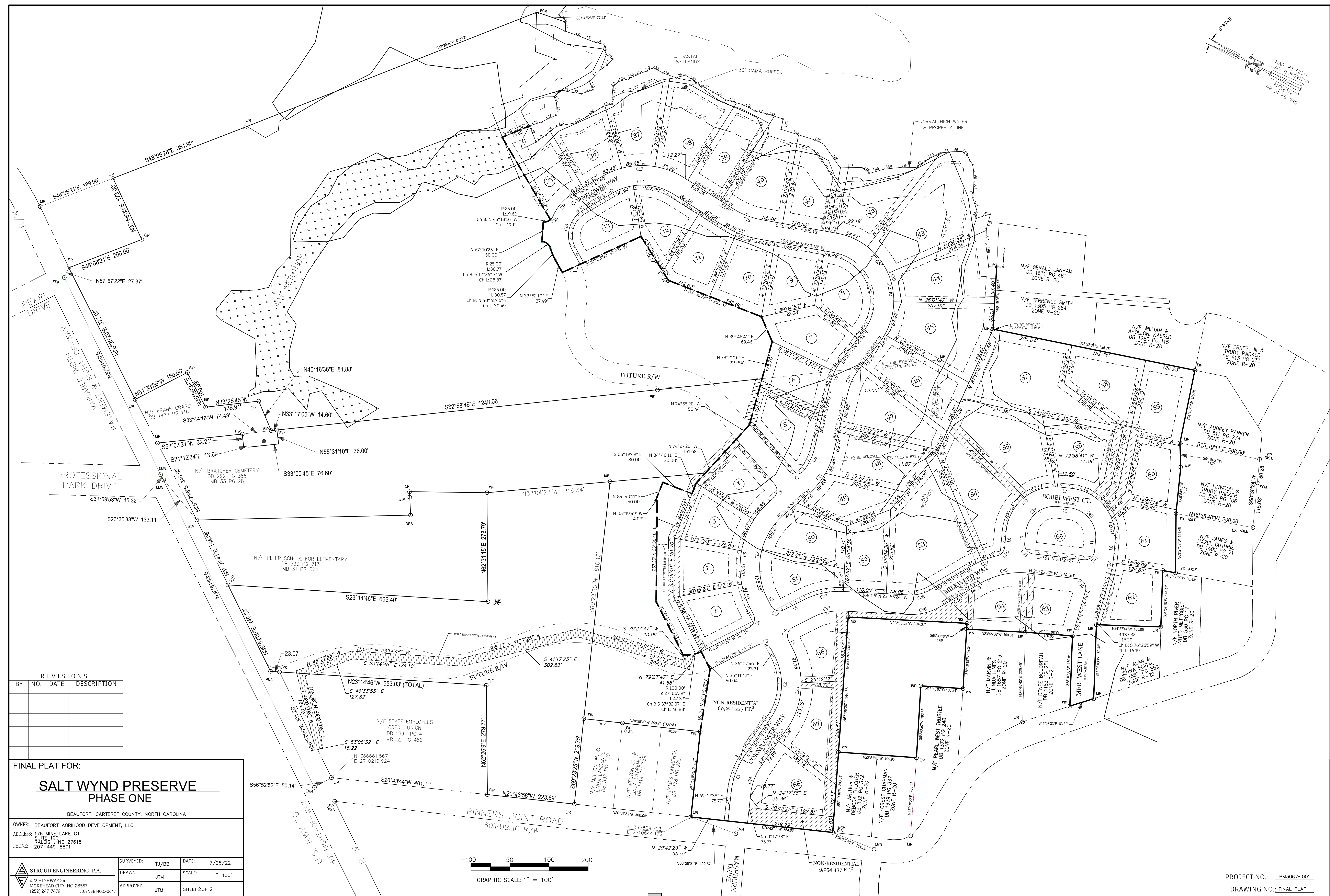
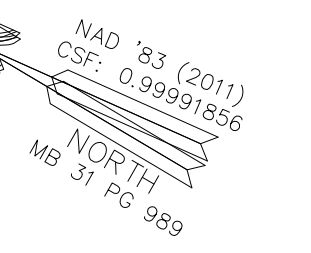
404 WETLAND AREA "A" TABLE

Table with 4 columns: Stationing (1-68), Elevation (e.g., 9.19, 21.02), Bearing (e.g., S 70°44'41" W), and Distance (e.g., 69, 45.21).

REVISIONS

Table with 4 columns: BY, NO., DATE, DESCRIPTION

FINAL PLAT 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: 1"=100'
APPROVED: LES SHEET OF



REVISIONS			
BY	NO.	DATE	DESCRIPTION

**FINAL PLAT FOR:**

**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

SURVEYED:	TJ/BB	DATE:	7/25/22
DRAWN:	JTM	SCALE:	1"=100'
APPROVED:	JTM	SHEET 2 OF 2	

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

# BOND ESTIMATE



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

PROJECT NAME:	Salt Wynd Preserve
OWNER:	Beaufort Agrihood Development LLC
ENGINEER:	Linwood Stroud, PE, Stroud Engineering, PA
ENGINEER PHONE NO.:	252-756-9352 ext: #127
ENGINEER EMAIL:	lstroud@stroudengineer.com
DATE:	Sep 12, 2022

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

## SIGNATURE AND SEAL OF SUBMITTING ENGINEER



I, Linwood E. Stroud Registered Licensed Professional, do hereby verify that I have personally supervised the measurement thereof and that the quantities expressed herein represent an accurate measurement of the work to be completed on this project. This bond estimate covers all the infrastructure improvements on the project referenced above.

Please sign below

*Linwood E. Stroud* 9/12/22

STREET PAVEMENT	LINEAR FEET:	WIDTH:	UNIT COST (Dollars/SY)	TOTAL:
Final Paver Surface Course	4559.46	24	\$ 56.25	\$ 683,919.00
Initial Paver Surface Course				\$ -
Paver Intermediate Course				\$ -
Aggregate Base Course (8" #57 Stone)	4559.46	24	\$ 24.75	\$ 300,924.36
			\$ 6,000.00	\$ -
			\$ -	\$ -
			<b>Subtotal</b>	<b>\$ 984,843.36</b>

STREET INCIDENTALS	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
Clearing and Grubbing	9	acres	\$ 15,000.00	\$ 135,000.00
Stripping	2500	CY	\$ 10.00	\$ 25,000.00
Common Excavation	8000	CY	\$ 15.00	\$ 120,000.00
Undercut	1500	CY	\$ 20.00	\$ 30,000.00
Select Fill	6000	CY	\$ 35.00	\$ 210,000.00
Stone Construction Entrance	2	Ea	\$ 6,000.00	\$ 12,000.00
Street Signs		Each		\$ -
Street Trees (40' O.C.)		Each		\$ -
Street Lights	24	Each	\$ 2,500.00	\$ 60,000.00
Pavement Striping	250	LF	\$ 15.00	\$ 3,750.00
			\$ -	\$ -
			\$ -	\$ -
			<b>Subtotal</b>	<b>\$ 595,750.00</b>

CURBING & SIDEWALK:	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
5' Wide Sidewalk	4100	LF	\$ 30.00	\$ 123,000.00
Driveway Aprons	46	Each	\$ 1,500.00	\$ 69,000.00
Handicap Ramp	10	Each	\$ 1,000.00	\$ 10,000.00

				\$	-
				\$	-
			<b>Subtotal</b>	\$	<b>202,000.00</b>
<b>GRAVITY SANITARY SEWER</b>	<b>QUANTITY:</b>	<b>UNIT:</b>	<b>UNIT COST:</b>		<b>TOTAL:</b>
Bore and Jacacl 20" Steel Casing	80	LF	\$ 2,000.00	\$	160,000.00
10" DIP thru Steel Casing	112	LF	\$ 290.00	\$	32,480.00
10" PVC Gravity Sewer (0-6)	616	LF	\$ 100.00	\$	61,600.00
10" PVC Gravity Sewer (6-8)	820	LF	\$ 110.00	\$	90,200.00
10" PVC Gravity Sewer (8-10)	602	LF	\$ 140.00	\$	84,280.00
10" PVC Gravity Sewer (10-12)	997	LF	\$ 175.00	\$	174,475.00
10" PVC Gravity Sewer (14-16)	254	LF	\$ 285.00	\$	72,390.00
8" PVC Gravity Sewer (0-6)	767	LF	\$ 90.00	\$	69,030.00
8" PVC Gravity Sewer (6-8)	423	LF	\$ 100.00	\$	42,300.00
8" PVC Gravity Sewer (8-10)	344	LF	\$ 110.00	\$	37,840.00
8" PVC Gravity Sewer (10-12)	661	LF	\$ 130.00	\$	85,930.00
Manholes (0-6)	5	Ea	\$ 3,200.00	\$	16,000.00
Manholes (6-8)	9	Ea	\$ 4,000.00	\$	36,000.00
Manholes (8-10)	7	Ea	\$ 5,500.00	\$	38,500.00
Manholes (10-12)	9	Ea	\$ 7,500.00	\$	67,500.00
Manholes (14-16)	2	Ea	\$ 12,000.00	\$	24,000.00
Inline MH 18' deep	1	Ea	\$ 18,000.00	\$	18,000.00
Service Laterals, Main to Cleanout	46	Each	\$ 1,500.00	\$	69,000.00
			<b>Subtotal</b>	\$	<b>1,179,525.00</b>
<b>Pump Station and FM</b>	<b>QUANTITY:</b>	<b>UNIT:</b>	<b>UNIT COST:</b>		<b>TOTAL:</b>
Grading - PS Site & Access Drive	1	LS	\$ 15,000.00	\$	15,000.00
8' Chain Link Fence	75	LF	\$ 120.00	\$	9,000.00
20' Dbl Gate	1	Ea	\$ 3,600.00	\$	3,600.00
6' Diameter Wet Well - 21' deep	1	LS	\$ 150,000.00	\$	150,000.00
Precast Valve Vault	1	LS	\$ 35,000.00	\$	35,000.00
4" Pumps, 113 gpm @ 21' TDH, 3HP	2	Ea	\$ 15,000.00	\$	30,000.00
4" Check Valve	2	Ea	\$ 4,000.00	\$	8,000.00
4" Plug Valve	2	Ea	\$ 1,500.00	\$	3,000.00
Interconnecting 4" DIP	1	LS	\$ 20,000.00	\$	20,000.00
4' Bypass Pump Cpnnection	1	LS	\$ 8,000.00	\$	8,000.00
Water Service & Yard Hydrant	1	LSD	\$ 10,000.00	\$	10,000.00
Conc. Electrical Hut Pad	2.5	CY	\$ 1,140.00	\$	2,850.00
Conc. Generator Pad	2	CY	\$ 1,140.00	\$	2,280.00
4" PVC Force Main	460	LF	\$ 30.00	\$	13,800.00
Electrical Platform & Hut	1	LS	\$ 10,000.00	\$	10,000.00
Electrical Gear	1	LS	\$ 20,000.00	\$	20,000.00
Electrical Conduit & Wiring	1	LS	\$ 12,000.00	\$	12,000.00
Site Light	1	LS	\$ 2,000.00	\$	2,000.00
Control Panel	1	LS	\$ 15,000.00	\$	15,000.00
SCADA	1	LS	\$ 30,000.00	\$	30,000.00
Generator and ATS	1	LS	\$ 35,000.00	\$	35,000.00
				\$	-
			<b>Subtotal</b>	\$	<b>434,530.00</b>

<b>WATER</b>	<b>QUANTITY:</b>	<b>UNIT:</b>	<b>UNIT COST:</b>		<b>TOTAL:</b>
8"x8" Tapping Tee and Valve	2	Ea	\$ 8,000.00	\$	16,000.00
Bore and Jack 16" Steel Casing	2	Ea	\$ 45,000.00	\$	90,000.00
8" DIP thru Casing	120	LF	\$ 220.00	\$	26,400.00
8" PVC Water Main (in subdivision)	4370	LF	\$ 60.00	\$	262,200.00
8" PVC Water Main (Pinnars Point Rd.)	500	LF	\$ 70.00	\$	35,000.00

8" DIP Water Main	212	LF	\$ 200.00	\$ 42,400.00
8" Valve (includes Valve Box)	13	Ea	\$ 3,200.00	\$ 41,600.00
Fire Hydrant (includes Hydrant Leg & Valve)	10	Ea	\$ 9,000.00	\$ 90,000.00
Fittings	15	Ea	\$ 1,400.00	\$ 21,000.00
Service Connections (includes Tap, Service Tubing, Meter Box and Meter Setter)	46	Ea	\$ 900.00	\$ 41,400.00
			<b>Subtotal</b>	<b>\$ 666,000.00</b>
<b>DRAINAGE</b>	<b>QUANTITY:</b>	<b>UNIT:</b>	<b>UNIT COST:</b>	<b>TOTAL:</b>
15" RCP	250	LF	\$ 40.00	\$ 10,000.00
18" RCP	50	LF	\$ 50.00	\$ 2,500.00
24" RCP	300	LF	\$ 80.00	\$ 24,000.00
30" RCP	50	LF	\$ 120.00	\$ 6,000.00
15" FES	10	Ea	\$ 2,600.00	\$ 26,000.00
18" FES	2	Ea	\$ 3,000.00	\$ 6,000.00
24" FES	4	Ea	\$ 4,000.00	\$ 16,000.00
30" FES	2	Ea	\$ 5,000.00	\$ 10,000.00
Conc. Headwall	2	Ea	\$ 15,000.00	\$ 30,000.00
Drop Inlet/Junction Box	1	Ea	\$ 2,500.00	\$ 2,500.00
Drainage Swale	2700	LF	\$ 20.00	\$ 54,000.00
Rock Silt Check Dam	5	Ea	\$ 3,000.00	\$ 15,000.00
Silt Fence	6000	Ea	\$ 6.00	\$ 36,000.00
Temporary Seeding	6	Ac	\$ 4,000.00	\$ 24,000.00
Yard Inlet	4	Ea	\$ 2,000.00	\$ 8,000.00
			<b>Subtotal</b>	<b>\$ 270,000.00</b>
			<b>TOTAL ESTIMATE ®</b>	<b>\$3,153,123.36</b>

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 permission 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 a 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 AGRIHOOD 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	AE6 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
	Non-Residential	9,054		0		
	ROW	104,033		0		
<b>Total</b>	<b>1,389,248</b>		<b>121</b>	<b>194,000</b>		

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

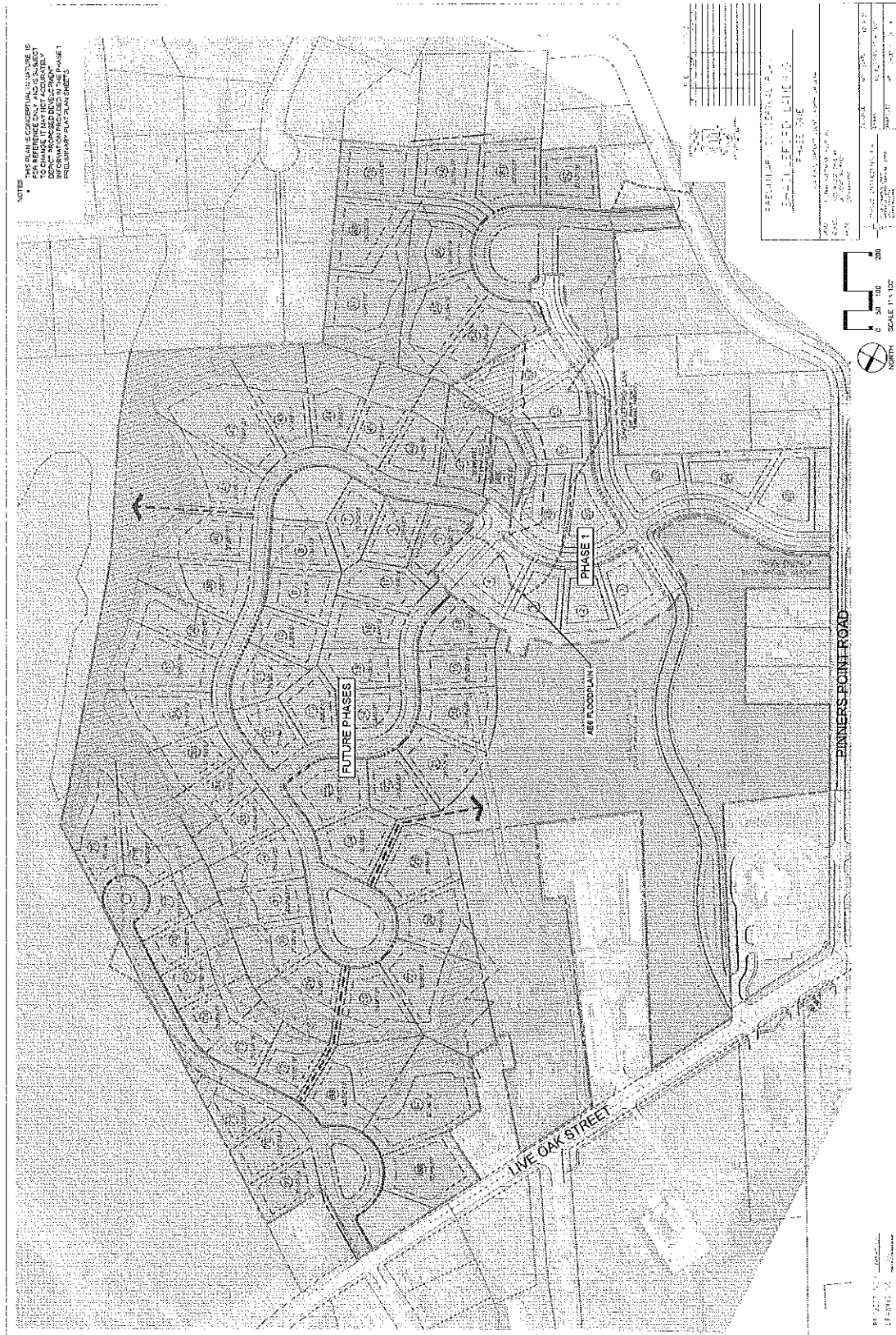
EXHIBIT C  
Subdivision Restrictions imposed by the Town of Beaufort

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

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



EXHIBIT E  
FEMA AE6 Floodplain



# Town of Beaufort

701 Front St. • P.O. Box 390 • Beaufort, N.C. 28516  
252-728-2141 • 252-728-3982 fax  
[www.beaufortnc.org](http://www.beaufortnc.org)



To: Mayor and Board of Commissioners  
E. Todd Clark, Town Manager

From: Gregory K. Meshaw, PE  
Town Engineer/Public Services Director

Date: September 30, 2022

Re: *Planned Stormwater Drainage System*  
Salt Wynd Phase 1  
October 10, 2022 Board of Commissioners Regular Meeting

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The Board of Commissioners during their September 26, 2022 work session agreed to take up the approval of the final plat for the Salt Wynd Phase 1 residential subdivision as part of the upcoming regular session. Commissioner Hagle asked during the discussion of this item that Town staff provide an overview of the drainage layout as part of the regular session briefing. To that end, attached to this memorandum is a clipped portion of a plan sheet taken from the plan set prepared by the engineer for the project, Stroud Engineering, P.A. The sheet has been annotated to show the locations of planned streetside swales, culverts, transmission swales/ditches, and pervious street pavement. The limits of onsite wetlands areas and a delineation of the normal high-water level of marsh that abuts the northern limit of the proposed subdivision are also shown. The map and this memorandum are being provided given that I may be unable to attend the October 10<sup>th</sup> meeting.

The attached portrays the following proposed drainage characteristics/features:

- The streets are to be constructed of permeable pavement. This will be a hard surfacing that allows rainfall to percolate to an underlying reservoir. The reservoir will be comprised of the void spaces of the stone base. The rainfall is supposed to be infiltrated to underlying soils over time from the base.
- Each run of street is to have sidewalks construct of permeable concrete located along one side. Rainfall that falls onto the sidewalks is to be **“captured” by the sidewalks** and infiltrated over time to the underlying soils.
- The streets are to have streetside swales. These swales are to receive rainfall from the streets and sidewalks that run offs instead of being retained by the permeable pavements. Such runoff will occur when the pavements are saturated and when the percolation rates through these pavements cannot keep pace with the rainfall intensity. The swales will also receive runoff from any lots which are sloped towards them.
- The streetside swales will direct runoff to transmission swales that are to be located in easements. These swales are to be grass lined to promote filtering of the water being transmitted.
- The downstream-most legs of the transmission swales will convey runoff to existing

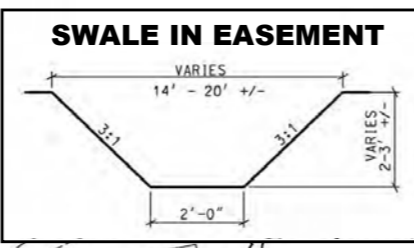
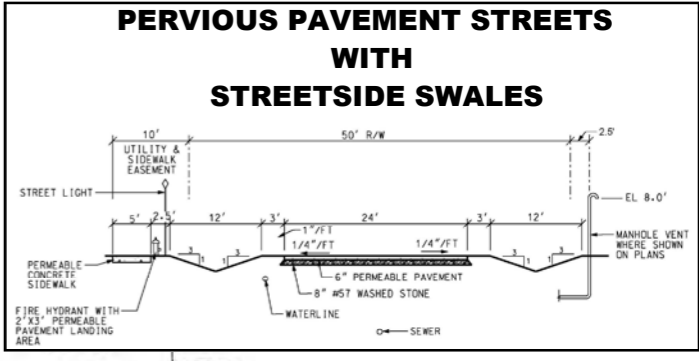
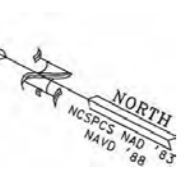
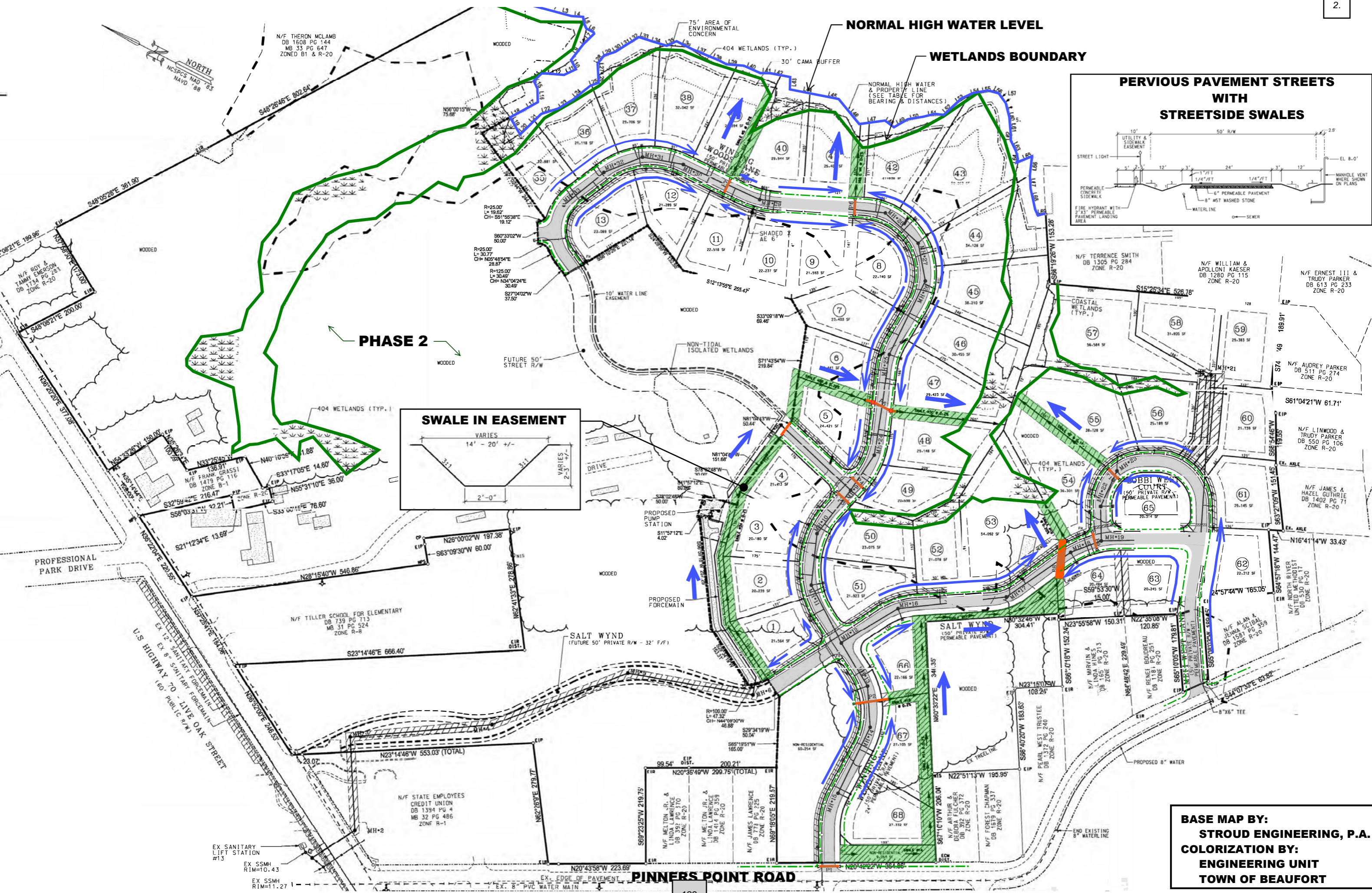
Mayor Sharon Harker  
Commissioner John Hagle • Commissioner Marianna Hollinshed  
Commissioner Bucky Oliver • Commissioner Melvin Cooper • Commissioner Bob Terwilliger  
Town Manager Todd Clark

wetlands areas that exist on and adjacent to the subdivision property. These wetlands are connected to a tributary to the North River that is known locally as Gibbs Creek.

It is worth noting that the developer is seeking a Low-Density storm water permit from the North Carolina Department of Environmental Quality for this project. This in turn, means that the sum of all the built upon areas (BUAs) within the development cannot exceed 12 percent of the subdivision’s land mass. This percentage is based upon the site draining to a Coastal County SA water. “SA waters” are defined as shell fishing and tidal salt waters. All SA waters are also designated High Quality Waters (HQW) by supplemental classification. Each lot has been assigned a maximum BUA in square feet to ensure compliance with the maximum allowable BUA allowed for the subdivision.

Lastly, the developer has included a stipulation that each lot upon development, is to include a stormwater detention device which shall limit the rate of runoff to no greater than the values assigned to the lots. The intent of this stipulation is to ensure compliance with the Town’s peak attenuation requirement which requires the total rate of runoff from the entire development shall not be more than ten (10) percent greater than the pre-development runoff rate for the 1-year and 10-year 24-hour storm. The selection of type device and its sizing is to be the responsibility of the lot owner/builder. The specifics of the devices will have to be reviewed by Town staff at the time of the building permit application.

Mayor Sharon Harker  
Commissioner John Hagle • Commissioner Marianna Hollinshed  
Commissioner Bucky Oliver • Commissioner Melvin Cooper • Commissioner Bob Terwilliger  
Town Manager Todd Clark





**Town of Beaufort, NC**

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

**Board of Commissioners  
Regular Meeting  
6:00 PM Monday, October 10, 2022  
Train Depot, 614 Broad Street**

**AGENDA CATEGORY:** Public Hearing  
**SUBJECT:** Voluntary Annexation (Salt Wynd Phase II)

**REQUESTED ACTION:**

On September 26, 2022, the Town Clerk presented a Certificate of Sufficiency regarding the petitions for voluntary annexation submitted by Beaufort Agrihood, LLC.

Notice of the October 10<sup>th</sup> Public Hearing was published in the Carteret County News-Times on September 28, 2022 and October 5, 2022.

Staff is requesting a Public Hearing be conducted on the question of voluntary annexation. If approved, the draft ordinance (attached in your meeting packet) will need to be adopted.

**SUBMITTED BY:**

Elizabeth Lewis, Town Clerk

**BUDGET AMENDMENT REQUIRED:**

No

Paid 6/14/22

1.

This Annexation may be recorded only upon the approval of the Subdivision Preliminary Plat by the Town of Beaufort and the transfer of ownership of the property from the Property Owner to the Applicant.



**Town of Beaufort NC**  
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**APPLICATION FOR VOLUNTARY ANNEXATION REQUEST**

**Instructions:** Please complete the form below and include all required attachments, including the \$100 application fee (to The Town of Beaufort) and return to Town Manager, Town Hall, 701 Front St., PO Box 390, Beaufort, NC, 28516. Incomplete applications will not be processed and returned to the applicant. Please contact Town Hall at (252) 728-2141 with any questions. Complete applications must be received 15 days prior to the scheduled meeting.

Applicant Name: Beaufort Agrihood Development, LLC

Applicant Address: 176 Mine Lake Ct. Ste 100, Raleigh, NC 28516

Phone Number: 207-449-8801 Email: beth@beltwayig.com

Property Owner Name: Neely, Bertie Eubanks

Address of Property: 846 NEELY ROAD, ASHEBORO, NC 27203

Phone Number: 336-625-4660 Email: H.HILL.NURSERY@GMAIL.COM

**PROPERTY INFORMATION**

Property Address: Live Oak St. Current Zoning: R20

15 Digit Pin: 731609167703000 Size of Property (Square Feet or Acres): 26.81a

Is the property Contiguous to the City Limits:  Yes  No;

If Not Contiguous please indicate how many miles it is to the City Limits: \_\_\_\_\_

Current Use of Property:

Residential  
 Commercial

Vacant  
 Other: \_\_\_\_\_

[Signature] Date: 05/27/22  
Applicant Signature

OFFICE USE ONLY

Revised 03/16

Received by: \_\_\_\_\_

Reviewed for Completeness By: \_\_\_\_\_

Date: \_\_\_\_\_

Date Deemed Complete and Accepted: \_\_\_\_\_

Bette Eubanks Neely Date: 6/1/22  
Property Owner Signature (if different than above)

**A fee of \$100 to the Town of Beaufort must accompany this application.**

**REQUIRED ATTACHMENTS FOR A VOLUNTARY ANNEXATION REQUEST**

**Please provide the following as attachments to the voluntary annexation request form:**

1. Copy of the Annexation Survey (suitable for recording)
2. Copy of all the deeds for the area to be annexed to verify ownership
3. A TYPED list of adjoining property owners
4. Carteret County Tax Parcel Card (Included should be parcel number and tax value)
5. Anticipated impact to city services including estimated gallons of water/sewer per day

This Annexation may be recorded only upon the approval of the Subdivision Preliminary Plat by the Town of Beaufort and the transfer of ownership of the property from the Property Owner to the Applicant.



**Town of Beaufort NC**  
701 Front St. • P.O. Box 390 • Beaufort, N.C. 28516  
252-728-2141 • 252-728-3982 fax  
[www.beaufortnc.org](http://www.beaufortnc.org)

**APPLICATION FOR VOLUNTARY ANNEXATION REQUEST**

**Instructions:** Please complete the form below and include all required attachments, including the **\$100 application fee (to The Town of Beaufort)** and return to Town Manager, Town Hall, 701 Front St., PO Box 390, Beaufort, NC, 28516. Incomplete applications will not be processed and returned to the applicant. Please contact Town Hall at (252) 728-2141 with any questions.  
**Complete applications must be received 15 days prior to the scheduled meeting.**

Applicant Name: Beaufort Agrihood Development, LLC

Applicant Address: 176 Mine Lake Ct. Ste 100, Raleigh NC 28516

Phone Number: 207-449-8801 Email: beth@beltwayig.com

Property Owner Name: Bertram Rental Properties, LLC

Address of Property: 125 Bertram Rd, Beaufort NC 28516

Phone Number: 919 817 1837 Email: Bertram.kelly@gmail.com

**PROPERTY INFORMATION**

Property Address: 125 Bertram Rd. Beaufort NC Current Zoning: R20

15 Digit Pin: 73160916155600 Size of Property (Square Feet or Acres): 7.10a

Is the property Contiguous to the City Limits:  Yes  No;

If Not Contiguous please indicate how many miles it is to the City Limits: \_\_\_\_\_

Current Use of Property:

- Residential
- Commercial

- Vacant
- Other: \_\_\_\_\_

 Date: 5/27/2022  
Applicant Signature

OFFICE USE ONLY

*Revised 03/16*

Received by: \_\_\_\_\_

Reviewed for Completeness By: \_\_\_\_\_

Date: \_\_\_\_\_

Date Deemed Complete and Accepted: \_\_\_\_\_

DocuSigned by:  
*Kelly Bertram*  
D90B693C7963421...

DocuSigned by:  
*Mickey Bertram*  
D0702F03707E421...

Date: 6/7/2022

Property Owner Signature (if different than above)

**A fee of \$100 to the Town of Beaufort must accompany this application.**

**REQUIRED ATTACHMENTS FOR A VOLUNTARY ANNEXATION REQUEST**

**Please provide the following as attachments to the voluntary annexation request form:**

1. Copy of the Annexation Survey (suitable for recording)
2. Copy of all the deeds for the area to be annexed to verify ownership
3. A TYPED list of adjoining property owners
4. Carteret County Tax Parcel Card (Included should be parcel number and tax value)
5. Anticipated impact to city services including estimated gallons of water/sewer per day

This Annexation may be recorded only upon the approval of the Subdivision Preliminary Plat by the Town of Beaufort and the transfer of ownership of the property from the Property Owner to the Applicant.



**Town of Beaufort NC**  
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**APPLICATION FOR VOLUNTARY ANNEXATION REQUEST**

**Instructions:** Please complete the form below and include all required attachments, including the **\$100 application fee (to The Town of Beaufort)** and return to Town Manager, Town Hall, 701 Front St., PO Box 390, Beaufort, NC, 28516. Incomplete applications will not be processed and returned to the applicant. Please contact Town Hall at (252) 728-2141 with any questions.  
**Complete applications must be received 15 days prior to the scheduled meeting.**

Applicant Name: Beaufort Agrihood Development, LLC

Applicant Address: 176 Mine Lake Ct. Ste 100, Raleigh, NC 28516

Phone Number: 207-449-8801 Email: beth@beltwayig.com

Property Owner Name: West, Pearl G. Trust

Address of Property: Live Oak St/Pinners Point

Phone Number: 678 613 8917 Email: Abweskin@att.net

**PROPERTY INFORMATION**

Property Address: Live Oak St. Current Zoning: R20


15 Digit Pin: 731609066438000 Size of Property (Square Feet or Acres) 10.74a

Is the property Contiguous to the City Limits:  Yes  No;

If Not Contiguous please indicate how many miles it is to the City Limits: \_\_\_\_\_

Current Use of Property:

- Residential
- Commercial
- Vacant
- Other: \_\_\_\_\_

 Date: 05/27/22

Applicant Signature

OFFICE USE ONLY

*Revised 03/16*

Received by: \_\_\_\_\_

Reviewed for Completeness By: \_\_\_\_\_

Date: \_\_\_\_\_

Date Deemed Complete and Accepted: \_\_\_\_\_

DocuSigned by:

Roberta D West

6/8/2022

Date: \_\_\_\_\_

Property Owner Signature (if different than above)

**A fee of \$100 to the Town of Beaufort must accompany this application.**

**REQUIRED ATTACHMENTS FOR A VOLUNTARY ANNEXATION REQUEST**

**Please provide the following as attachments to the voluntary annexation request form:**

1. Copy of the Annexation Survey (suitable for recording)
2. Copy of all the deeds for the area to be annexed to verify ownership
3. A TYPED list of adjoining property owners
4. Carteret County Tax Parcel Card (Included should be parcel number and tax value)
5. Anticipated impact to city services including estimated gallons of water/sewer per day

PID R 7316.09.06.6438000 WEST,PEARL G TRUSTEE 2021 464,718 MKT 464,718 CARD 001  
 464,718 PY Val USE 464,718 LAND 002  
 231 PINNERS POINT ROAD DEF BLDG 000  
 BEAUFORT NC 28516 7.920 ACRES XFOB 000  
 LISTER 2/27/2015 REF FIRE BEAUFORT FIRE RESCUE BEAUFORT RESCUE OTHER  
 TWP BEAUFORT CITY PL BK/PG 32 92 PLAT ADDRESS 0000000  
 LOT BLK DEED 1327 241 AICUZ PRINTED 4/16/2021 BY ALLENW  
 NBHD 11000200 USE 000800 VACANT  
 LEGAL: TR 2 PEARL G WEST - BEAUFORT

LAND

Seq	Zone	Code	Use	Description	UTPrice	Adj1	Adj2	Adj3	Adj4	Fadj	Dadj	Nbhd	Adj	Eff Rate	Value
1		110221		RURAL COMMERCIAL 2.000 AC	125,000.000	1.00	1.00	1.00	1.00	1.00	1.00	1.000		125,000.000	250,000
2		110203		RESIDUAL ACREAGE 5.920 AC	40,300.000	.90	1.00	1.00	1.00	1.00	1.00	1.000		36,269.932	214,718

PID R 7316.09.16.1556000 BERTRAM RENTAL PROPERTIES LLC 2021 227,786 MKT CARD 004  
 C/O MICHAEL L BERTRAM 227,786 PY Val USE LAND 000  
 416 VICTORIA HILLS DR DEF 182,248 BLDG 003  
 FUQUAY VARINA NC 27526 .000 ACRES 45,538 XFOB 003

LISTER 11/20/2014 VWD  
 TWP BEAUFORT CITY FIRE BEAUFORT FIRE RESCUE BEAUFORT RESCUE OTHER  
 LOT BLK PL BK/PG 33 28 PLAT ADDRESS 0000125 BERTRAM RD BEAUFORT 28570  
 NBHD 11000200 USE 000501 MOBILE HOME PAR DEED 1580 14 AICUZ PRINTED 4/16/2021 BY ALLENW  
 LEGAL: ACREAGE OFF HWY 70 - BEAUFORT

SALES BUILDING PERMITS  
 IN Q RC M V Sale Date Sale Price Number Type Description Issued Schd Complt Revisit Act Complt Amount  
 WD V OE I 6/27/2017

EXTRA FEATURES														Value			
Seq	Bldg Code	Description	Length	Width	Height	#Units	UT	Qty	Qual	UTPrice	Year	Adj1	Adj2	Adj3	Adj4	%Good	Value
001	00040C	PAVING AVERAGE	2052	1		2052.000	SF	1	0C	6.790	0000	.41	1.00	1.00	1.00	100.00	5,713
002	00068D	MH PRK SPACE-BL	14	1		14.000	UT	1	0D	6,794.000	0000	.41	1.00	1.00	1.00	100.00	38,998
003	000960	PREFAB CARPORT	20	16		320.000	SF	1	0D	2.870	2009	.90	1.00	1.00	1.00	100.00	827

PID R 7316,09.15,3648000 WEST,PEARL G TRUSTEE 2021 53,198 MKT 53,198 LAND 001  
 LISTER 10/05/2020 MEH CITY 231 PINNERS POINT ROAD 53,198 PY Val USE 53,198 LAND 003  
 TWP BEAUFORT BEAUFORT NC 28516 25.840 ACRES DEF BLDG 000  
 LOT BLK FIRE BEAUFORT FIRE RESCUE BEAUFORT RESCUE OTHER XFOB 000  
 NBHD 11000200 USE 000800 VACANT PL BK/PG 31 989 PLAT ADDRESS 0000000  
 LEGAL: PT TR 2 PEARL G WEST DEED 1327 241 AICUZ PRINTED 4/16/2021 BY ALLENW

Seq	Zone	Code	Use	Description	RVDT	PRMT	REVISTDATE	7/12/2017	9/01/2017	10/05/2020	Nbhd	Adj	Eff Rate	Value
1	Front	110227	TILLABLE GOOD	2.670 AC	UTPrice	Adj1	Adj2	Adj3	Adj4	Fadj	Dadj	1.000	4,000.000	10,680
2		110228	TILLABLE FAIR	4.620 AC	3,400.000	.90	1.00	1.00	1.00	1.00	1.00	1.000	3,059.956	14,137
3		110233	WOODLAND GOOD	18.550 AC	1,700.000	.90	1.00	1.00	1.00	1.00	1.00	1.000	1,529.973	28,381

RT 110002.018.000 NEELY,BERTIE EUBANKS 2021 335,560 MKT CARD 002  
 PID R 7316.09.16.7703000 355,668 PY Val USE 335,560 LAND 005  
 846 NEELY RD DEF BLDG 001  
 LISTER 1/27/2014 F1 ASHEBORO NC 27203 42.390 ACRES XFOB 001  
 TWP BEAUFORT CITY FIRE BEAUFORT FIRE RESCUE BEAUFORT RESCUE OTHER  
 LOT BLK PL BK/PG PLAT ADDRESS 0001980 LIVE OAK ST BEAUFORT 28516  
 NBHD 11000200 USE 000100 RESIDENTIAL DEED 0330 00258 AICUZ PRINTED 4/16/2021 BY ALLENW  
 LEGAL: ACREAGE HWY 70E HOWLAND ROCK

EXTRA FEATURES

Seq	Bldg Code	Description	Length	Width	Height	#Units	UT	Qty	Qual	UTPrice	Year	Adj1	Adj2	Adj3	Adj4	%Good	Value
001	000050	BARN	30	18		540.000	SF	1	00	13.870	0000	.05	1.00	1.00	1.00	.00	

Seq	Zone	Code	Use	Description	#Units	UT	UTPrice	Adj1	Adj2	Adj3	Adj4	Fadj	Dadj	Nbhd	Adj	Eff	Rate	Value
1		110202		HOMESITE ACRE	1.000	AC	108,000.000	1.00	1.00	1.00	1.00	1.00	1.00	1.000		108,000.000		108,000
2		110236		ROAD FRT AGRIC	1.500	AC	105,000.000	1.00	1.00	1.00	1.00	1.00	1.00	1.000		105,000.000		157,500
3		110234		WOODLAND FAIR	26.130	AC	1,500.000	.95	1.00	1.00	1.00	1.00	1.00	1.000		1,424.990		37,235
4		110239		MARSHLAND	4.230	AC	100.000	1.00	1.00	1.00	1.00	1.00	1.00	1.000		100.000		423
5		110228		TILLABLE FAIR	9.530	AC	3,400.000	1.00	1.00	1.00	1.00	1.00	1.00	1.000		3,400.000		32,402

Box 133  
Box, N.C.

1.

WARRANTY DEED - Without Private Examination Herald Printing Co., Morehead City, N. C.

NORTH CAROLINA, CARTERET County.

THIS DEED, Made this 28<sup>th</sup> day of July, A. D. 1965, by Ivey Eubanks and Marie D. Eubanks

of CARTERET County and State of NORTH CAROLINA of the first part, to Bertie L. Eubanks

of CARTERET COUNTY County and State of NORTH CAROLINA of the second part;

WITNESSETH, That said party of the first part in consideration of Ten and No/100 Dollars, to them paid by party of the second part

the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell and convey to said party of the second part

his heirs and assigns, a certain tract or parcel of land in CARTERET County, State of NORTH CAROLINA, more particularly described as follows:

BEGINNING at a iron stake Harry Hardy's southwest corner in the east right of way line of U. S. Highway No. 70; running thence with said Hardy's south line S 49°-40'E, 200.0'; thence N 36°-00'E, 140.0' to the Gooding line; thence with said line S 49°-40'E, 362.0'; thence S 50°-00'E, 797.0' to a concrete monument in the center of a Branch; thence with the center of the Branch S 9°-20'E, 450.0'; S 14°-35'E, 725.0' to another Branch or Cut; thence up said Branch or Cut S 58°-30'W, 542.0' to a iron stake; thence N 86°-45'W, 113.0' to a iron stake; thence S 87°-00'W, 215.0' to a iron axle; thence N 29°-30'W, 354.0'; thence N 65°-30'E, 228.0' to a iron stake; thence N 33°-00'W, 1386.5'; thence N 41°-15'E, 81.5'; thence S 32°-15'E, 137.0'; thence N 36°-30'E, 100.0'; thence N 53°-30'W, 150.0' to the east right of way line of U. S. Highway No. 70; thence with said Highway line N 36°-00'E, 363.0' to the point of beginning. Containing 39.85 Acres.

Being a part of the Ivey Eubanks Farm in Beaufort Township Carteret County, North Carolina.



50

TO HAVE AND TO HOLD the aforesaid tract or parcel of land, and all privileges and appurtenances thereto belonging, to the said party of the second part his heirs and assigns, to his only use and behoof forever.

And the said party of the first part for their selves and their heirs, executors and administrators, covenant with said party of the second part his heirs and assigns, that he is seized of said premises in fee and has right to convey in fee simple; that the same are free and clear from all encumbrances and that he do hereby forever warrant and will forever defend the said title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

(SEAL) Ivey Eubanks (SEAL) (SEAL) Marie D. Eubanks (SEAL)

STATE OF NORTH CAROLINA, CARTERET County.

I, Charlene Taylor Notary Public, do hereby certify that Ivey Eubanks and his wife Marie D. Eubanks

personally appeared before me this day and acknowledged the due execution of the annexed deed of conveyance

Witness my hand and notarial seal, this 17<sup>th</sup> day of September, 1965. My Commission Expires August 8, 1976. Charlene Taylor (SEAL)

STATE OF NORTH CAROLINA, CARTERET County.

The foregoing certificate of Charlene Taylor a Notary Public of Carteret County, State of North Carolina, is certified to be correct. Let the instrument, with the certificate be registered.

Witness my hand and seal, this 17<sup>th</sup> day of Sept, 1965. A. D. 1965

Filed for registration on the 17 day of Sept, 1965, at 3:00 o'clock, and duly recorded in the office of the Register of Deeds of Carteret County, N. C. Recorder in P. 330 James B. Williams, P. 3258 Register of Deeds

BK: 330

Joy Lawrence 2P  
CARTERET COUNTY  
JL Date 11/30/2009 Time 12:31:00  
GR 1327241 Page 1 of 2

NORTH CAROLINA, CARTERET COUNTY  
This instrument and this certificate are duly filed at  
the date and time and in the Book and Page shown  
on the first page hereof.

Joy Lawrence, Register of Deeds  
BY *Joy Lawrence*  
Asst. Deputy, Register of Deeds

ExciseTax NTC

Recording Time, Book and Page

Tax Lot No. \_\_\_\_\_ Parcel Identifier No. 7316.09.06.8198000  
Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_  
by \_\_\_\_\_  
Mail after recording to \_\_\_\_\_  
Grantee \_\_\_\_\_

This instrument was prepared by Patrick E. Neighbors, Esq., Attorney-at-Law, 2500 Regency Parkway, Suite 108, Cary, North Carolina 27518 \*\*No title opinion given, nor representation rendered.

Brief description for the Index

**NORTH CAROLINA GENERAL WARRANTY DEED**

<p>THIS DEED made this ___ day of _____, _____, by and between GRANTOR PEARL G. WEST</p> <p>231 Pinnars Point Road Beaufort, North Carolina 28516</p>	<p>GRANTEE</p> <p><b>PEARL G. WEST, trustee of the PEARL WEST REVOCABLE LIVING TRUST DATED <u>11-19-09</u></b></p> <p>231 Pinnars Point Road Beaufort, North Carolina 28516</p>
---	---

Enter in the appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership  
The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.  
WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is here acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all of the certain lot or parcel of land situated in the City of \_\_\_\_\_, Beaufort Township, Carteret County, North Carolina and more particularly described as follows:

Tract 1: Being an 18.674 acre parcel (pin = 7316.09069076).

Tract 2-11: Being all of lots 1,2,3,4, and 5, Block A, and lots 1,2,3,5, and 6, Block B, Gibbs Place as recorded in amp book 17, page 14.

BOOK 1327 PAGE 241

②

Tracts 12 and 13: Any right or interest in those 60 ft. wide strips shown as Briar Wood Road and Overland Road shown on plat of Gibbs Place recorded in map book 17, page 14, Carteret Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in:  
Book 1166, Page 462

A map showing the above described property is recorded in Plat Book \_\_\_\_\_ page \_\_\_\_\_.

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

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

Title to the property hereinabove described is subject to the following exceptions:

Of record. See prior granting instrument for any applicable exceptions.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year for above written.

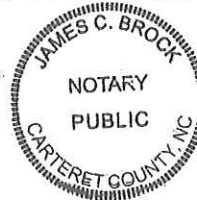
x Pearl G. West (seal)  
PEARL G. WEST

STATE OF NORTH CAROLINA  
COUNTY OF CARTERET

I, JAMES C BROCK, Notary Public Of CARTERET COUNTY, Do Hereby Certify That PEARL G. WEST Personally Appeared Before Me This Day And Acknowledged The Due Execution Of The Foregoing Instrument In Writing. Witness my hand and seal Or Stamp, This 30 Day Of NOVEMBER, 2009.

MY COMMISSION EXPIRES: 28 OCTOBER, 2012

James C Brock  
NOTARY PUBLIC  
(SEAL OR STAMP)



is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By \_\_\_\_\_ REGISTER OF DEEDS FOR Carteret County  
Deputy/Assistant - Register of Deeds

BOOK 1327 PAGE 241



FILE # 1580014

NORTH CAROLINA, CARTERET COUNTY  
This instrument and this certificate are duly filed at  
the date and time and in the Book and Page shown  
on the first page hereof.

Karen S. Hardesty, Register of Deeds  
By Mary Haines  
Asst. Deputy, Register of Deeds

FOR REGISTRATION REGISTER OF DEEDS  
Karen S. Hardesty  
Carteret County, NC  
June 27, 2017 03:13:55 PM  
TRAVIS DEED 4 P  
FEE \$26.00  
FILE # 1580014

**NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax: \$0.00

Parcel Identifier No. 731609161556000 Verified by Carteret County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

✓ Mail/Box to: Wheatly, Wheatly, Weeks, Lupton & Massie, PA, P O Box 360, Beaufort, NC 28516

This instrument was prepared by: C. R. Wheatly, III

Brief description for the Index: Acrcage off Hwy 70, Beaufort

THIS DEED made this 9<sup>th</sup> day of June, 2017, by and between

GRANTOR	GRANTEE
Michael L. Bertram and William Kelly Bertram, Co-Executors of the Estate of Fred L. Bertram; Michael L. Bertram and wife, Tamara Bertram; and William Kelly Bertram and wife, Loretta Bertram 416 Victoria Hills Drive Fuquay Varina, NC 27526	Bertram Rental Properties, LLC, a North Carolina Limited Liability Company 416 Victoria Hills Drive Fuquay Varina, NC 27526

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

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

Beginning at a point in the eastern right-of-way of U.S. Highway 70, which point of beginning is described as being the following course and distance from where the centerline of Pinner Point Road would intersect with the centerline of U.S. Highway 70 and running from said point of intersection N 38-49-14 E, 747.19 feet to a found iron pipe, Tiller School's northwest corner, the Point or Place of Beginning; running thence from said Point or Place of Beginning and running with the eastern right-of-way of U.S. Highway 70 N 35-52-55 E, 220.55 feet to a set iron pipe; running thence from said set iron pipe and leaving the eastern right-of-way of U.S. Highway 70 S 33-30-01 E, 216.4 feet to a point; thence from said point S 56-30-00 W, 32.2 feet to a point; thence S 33-30-00 E, 76.6 feet to a point; thence N 56-30-00 E, 35 feet to a point; thence from said point S 33-30-00 E, 1,703.6 feet to a set iron pipe; thence from said point S 68-00-00 W, 239 feet to a set

NC Bar Association Form No. 3 © 1976, Revised © 1/1/2010  
Printed by Agreement with the NC Bar Association

**BOOK 1580 PAGE 14**

(4)

iron pipe; thence from said point N 32-17-44 W, 1,144.59 feet to a point; thence N 28-01-57 W, 192.55 feet to a point; thence from said point S 60-02-29 W, 14.09 feet to a point; thence S 60-02-29 W, 45.91 feet to a point; thence from said point N 28-45-10 W, 546.85 feet to the Point or Place of Beginning, see map entitled "Existing Parcel Survey for Fred L. Bertram", dated July 23, 2014, revised July 29, 2014 and July 30, 2014, prepared by Powell Surveying Company, PA, which map is incorporated herein by reference.

All leases for property on the above described tract are hereby assigned to Grantee.

The property hereinabove described was acquired by the deceased, Fred L. Bertram, by instrument recorded in Book 338, Page 367, Carteret County Registry.

All or a portion of the property herein conveyed does not include the primary residence of the Grantor.

A map showing the above described property is recorded in Map Book \_\_\_\_\_, Page \_\_\_\_\_, Carteret County Registry.

**THIS DEED HAS BEEN PREPARED WITHOUT TITLE EXAMINATION.**

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever.

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

Michael L. Bertram (SEAL)  
Michael L. Bertram, Co-Executor of the Estate of  
Fred L. Bertram

William Kelly Bertram (SEAL)  
William Kelly Bertram, Co-Executor of the Estate of  
Fred L. Bertram

Michael L. Bertram (SEAL)  
Michael L. Bertram

Tamara Bertram (SEAL)  
Tamara Bertram

William Kelly Bertram (SEAL)  
William Kelly Bertram

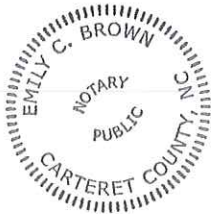
Loretta Bertram (SEAL)  
Loretta Bertram

**BOOK 1580 PAGE 14**

State of North Carolina  
County of Carteret

I, the undersigned Notary Public of the County and State aforesaid, certify that Michael L. Bertram, Co-Executor of the Estate of Fred L. Bertram, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 27 day of June, 2017.

My Commission Expires:  
2/22/22

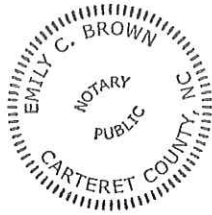


Emily C Brown  
Notary Public

State of North Carolina  
County of Carteret

I, the undersigned Notary Public of the County and State aforesaid, certify that Michael L. Bertram and wife, Tamara Bertram, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 27 day of June, 2017.

My Commission Expires:  
2/22/22



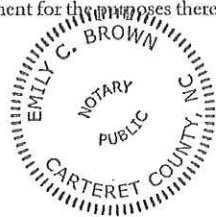
Emily C Brown  
Notary Public

State of North Carolina  
County of Carteret

I, the undersigned Notary Public of the County and State aforesaid, certify that William Kelly Bertram, Co-Executor of the Estate of Fred L. Bertram, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 27 day of June, 2017.

My Commission Expires:  
2/22/22

NC Bar Association Form No. 3 © 1976, Revised © 1/1/2010  
Printed by Agreement with the NC Bar Association



Emily C Brown  
Notary Public

**BOOK 1580 PAGE 14**

State of North Carolina  
County of Carteret

I, the undersigned Notary Public of the County and State aforesaid, certify that William Kelly Bertram and wife, Loretta Bertram, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 27 day of June, 2017.

My Commission Expires:  
2/22/22



Emily C Brown  
Notary Public

BOOK 1580 PAGE 14



**TOWN OF BEAUFORT**  
 701 FRONT ST.  
 PO BOX 390  
 BEAUFORT, NC 28516-0390

1.

<b>INVOICE #</b>
22-01319

INVOICE DATE: 06/14/22  
 DUE DATE:

ACCOUNT ID: BEAUF235 PIN: 85777C  
 Beaufort Agrihood Dev LLC  
 176 Mine Lake Ct  
 Suite 100  
 Raleigh, NC 27615

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		Salt Wynd Annex Request 052722		
1.0000	APPFEE	Other Application Fees Salt Wynd Annex Request 052722	100.000000	100.00
			TOTAL DUE:	\$ 100.00
		Prn Payment: 06/14/22 CK		-100.00
			BALANCE:	\$ 0.00

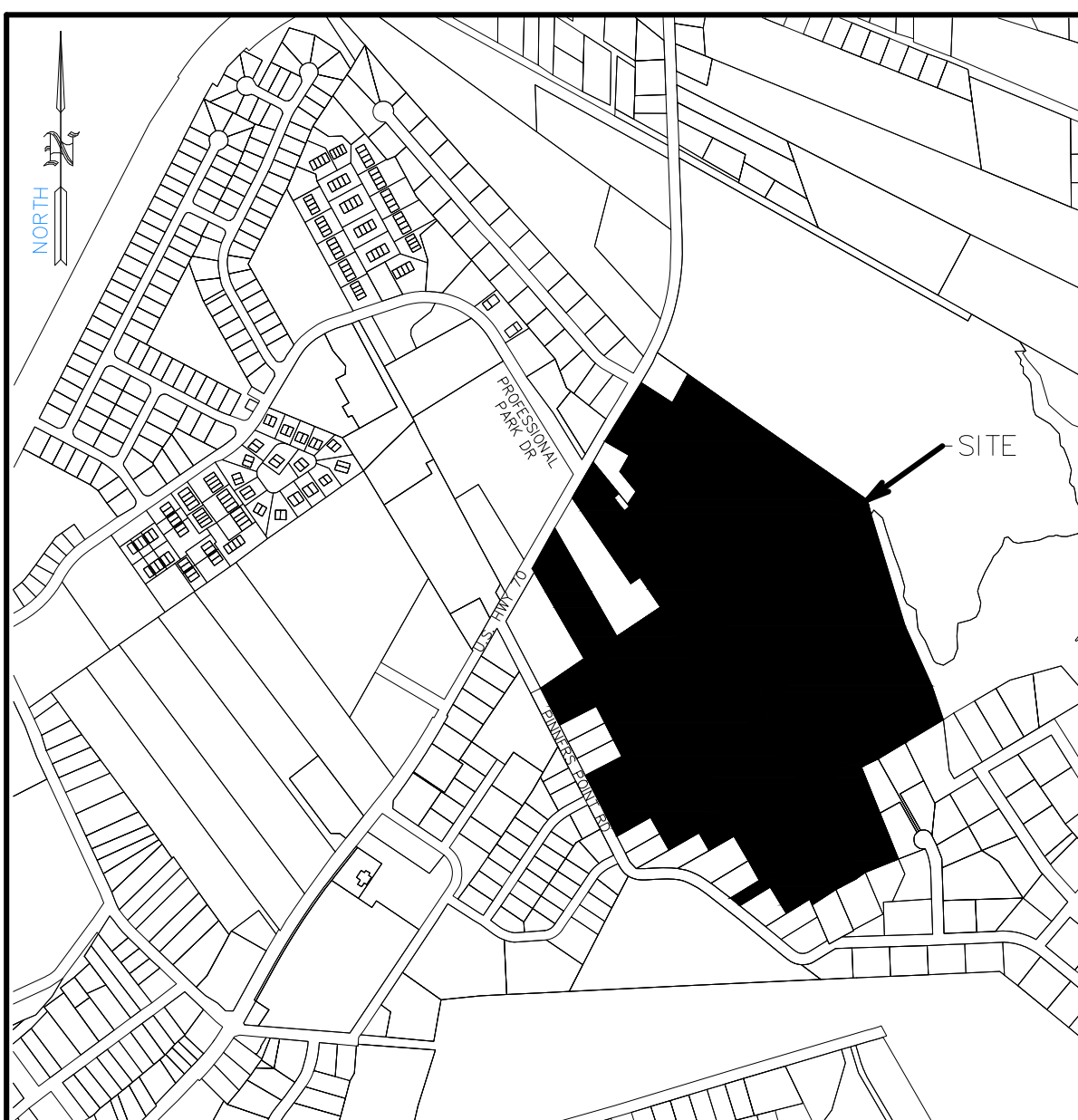
**PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT**

TOWN OF BEAUFORT  
 701 FRONT ST.  
 PO BOX 390  
 BEAUFORT, NC 28516-0390

INVOICE #: 22-01319  
 DESCRIPTION: Salt Wynd Annex Request 052722  
 ACCOUNT ID: BEAUF235 PIN: 857770  
 DUE DATE:  
 TOTAL DUE: \$ 0.00

Beaufort Agrihood Dev LLC  
 176 Mine Lake Ct  
 Suite 100  
 Raleigh, NC 27615





**LEGEND:**

BOUNDARY LINE

ADJOINING PROPERTY LINE

EX. RIGHT-OF-WAY

NORMAL HIGH WATER

ADJOINING PROPERTIES LIST		
OWNER/PIN#	DEED/MAP REFERENCE	ZONING
#1 N/F STATE EMPLOYEES CREDIT UNION N.C.PIN# 731609063522000	DB 1394 PG 4 MB 32 PG 486	ZONED: B-1
#2 N/F MELTON JR. & LINDA LAWRENCE N.C.PIN# 731609065043000	DB 392 PG 370	ZONED: R-20
#3 N/F MELTON JR. & LINDA LAWRENCE N.C.PIN# 731609055984000	DB 1414 PG 359 MB 17 PG 14	ZONED: R-20
#4 N/F JAMES LAWRENCE N.C.PIN# 731609056845000	DB 778 PG 225	ZONED: R-20

N/F TILLER SCHOOL FOR ELEMENTARY  
DB 739 PG 713  
MB 31 PG 524  
N.C.PIN# 731609066779000  
ZONED: R-8

N/F FRANK GRASSI  
DB 1479 PG 116  
N.C.PIN# 731609077308000  
ZONED: B-1

N/F BRATCHER CEMETERY  
DB 292 PG 366  
MB 33 PG 28  
N.C.PIN# 731609077242000  
ZONED: R-20

N/F BERTRAM RENTAL PROPERTIES, LLC  
DB 1580 PG 14  
MB 33 PG 28  
AREA = 9.93+/- ACRES  
N.C.PIN# 731609161556000  
ZONED: R-20

N/F BERTIE NEELY  
DB 330 PG 258  
AREA = 42.39+/- ACRES  
N.C.PIN# 731609167703000  
ZONED: R-20

N/F PEARL WEST TRUSTEE  
DB 1327 PG 241  
MB 32 PG 92  
AREA = 7.92+/- ACRES  
N.C.PIN# 731609066438000  
ZONED: R-20

N/F PEARL WEST TRUSTEE  
DB 1327 PG 241  
MB 31 PG 989  
AREA = 25.84+/- ACRES  
N.C.PIN# 731609153648000  
ZONED: R-20

N/F ROY & TAMMY EMERSON  
DB 1734 PG 283  
N.C.PIN# 731605079876000  
ZONED: R-20

N/F THERON MCLAMB  
DB 1608 PG 144  
MB 33 PG 647  
N.C.PIN# 731605270779000  
ZONED: B-1 & R-20

**NORMAL HIGHWATER TABLE**

1	23.34	S 64°35'00" W
2	38.94	S 7°26'50" E
3	41.17	S 5°15'30" E
4	24.65	S 14°28'47" E
5	26.48	S 50°17'23" W
6	20.08	S 11°52'26" W
7	20.42	N 72°12'10" W
8	21.22	N 64°38'58" W
9	40.27	N 73°04'22" W
10	23.37	S 41°52'15" W
11	30.00	N 45°24'04" W
12	22.07	N 19°19'45" W
13	29.46	N 16°33'57" W
14	25.07	N 66°30'32" W
15	17.87	S 43°40'13" W
16	30.70	S 66°01'03" W
17	39.33	N 52°02'23" W
18	33.59	N 45°35'35" W

**NOTES:**

1. PARCELS ARE CURRENTLY ZONED R-20 PER THE TOWN OF BEAUFORT LAND DEVELOPMENT ORDINANCE.
2. THE PURPOSE OF THIS MAP IS FOR TOWN OF BEAUFORT ANNEXATION.

REVISIONS			
BY	NO.	DATE	DESCRIPTION



**ANNEXATION MAP**

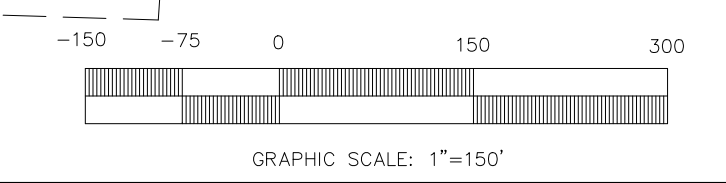
**SALT WYND PRESERVE**

BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

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

TOTAL AREA TO BE ANNEXED: 44.65 ACRES  
 AREA WITHIN PARCEL 731609066438000: 7.92 ACRES  
 AREA WITHIN PARCEL 731609153648000: 2.82 ACRES  
 AREA WITHIN PARCEL 731609161556000: 7.10 ACRES  
 AREA WITHIN PARCEL 731609167703000: 26.81 ACRES

PROJECT NO.: PM3067~001  
 DRAWING NO.: 001



DESIGNED: N/A DATE: 5/13/22  
 DRAWN: JLU SCALE: 1"=150'  
 APPROVED: JLU SHEET 1 OF 1

STROUD ENGINEERING, P.A.  
 422 HIGHWAY 24  
 MOREHEAD CITY, NC 28557  
 (252) 247-7479 LICENSE NO. C-084



**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE TOWN OF  
BEAUFORT IN CARTERET COUNTY, NORTH CAROLINA**

**ORDINANCE NO. 2022- \_\_\_\_\_**

**WHEREAS**, on or about June 14, 2022, the Town of Beaufort (hereinafter “Town”) received petitions (hereinafter “Petitions”) from Beaufort Agrihood, LLC, requesting the Town to annex an area more fully described in the Petitions, such area to be known as “Salt Wynd Phase 2;” and,

**WHEREAS**, the Board of Commissioners for Town directed the Town Clerk to investigate the sufficiency of the Petitions and to certify the result of the investigation to the Board of Commissioners for Town; and,

**WHEREAS**, at the September 26, 2022 meeting of the Town’s Board of Commissioners, the Town Clerk delivered her certification regarding the sufficiency of the Petitions; and,

**WHEREAS**, the Board of Commissioners of Town thereafter set a Public Hearing for October 10, 2022 on the question of annexation as requested in the Petitions and caused notice of the Public Hearing to be published on September 28, 2022 and October 5, 2022 in the Carteret County News-Times; and,

**WHEREAS**, the above-described Public Hearing was held on the date and at the time noticed, and during said Public Hearing persons resident or owning property in the area described in the Petitions and persons resident or owning property in the Town were given an opportunity to be heard; and,

**WHEREAS**, the Board of Commissioners of Town desires to annex the areas described in the Petitions and therefore adopts this Ordinance pursuant to the provisions of Part 1 of Article 4A of Chapter 160A of the North Carolina General Statutes.

**NOW THEREFORE**, be it resolved and ordained by the Board of Commissioners in and for the Town of Beaufort as follows:

1. The Petitions meet the requirements of Section 160A-31 of the North Carolina General Statutes.
2. The areas described in the Petitions and more particularly described in Exhibit A attached hereto and incorporated herein by reference are hereby annexed into and made a part of the Town of Beaufort.

3. This Ordinance and the annexation hereunder shall be effective upon (a) the acquisition by Beaufort Agrihood, LLC of the real property described in the Petitions and (b) the final approval of the Wastewater Allocation Request filed by Beaufort Agrihood, LLC. The effectiveness of this Ordinance shall be conclusively demonstrated by the recordation of this Ordinance in the Office of the Register of Deeds of Carteret County, North Carolina.

4. The Mayor of Town, the Town Clerk and all other proper agents of the Town are hereby directed and authorized to take such further action as may be reasonably necessary to implement this ordinance and to comply with any requirements of statute or other law applicable to the subject matter hereof.

Adopted this 10<sup>th</sup> day of October, 2022.

**TOWN OF BEAUFORT**

By: \_\_\_\_\_  
SHARON HARKER, Mayor

(Town Seal)

\_\_\_\_\_  
ELIZABETH LEWIS, Town Clerk



**Town of Beaufort, NC**

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

**Board of Commissioners  
Regular Meeting  
6:00 PM Monday, October 10, 2022  
Train Depot, 614 Broad Street**

---

**AGENDA CATEGORY:** Public Hearing  
**SUBJECT:** Case # 22-21 Subdivision Text Amendment - Preliminary Plat Process

**BRIEF SUMMARY:**

Recently, during a Board of Commissioners Meeting a request, by Board Members, was made to Staff and the Town Attorney to propose a Subdivision Text Amendment that would change the Preliminary Plat process to allow the Board of Commissioners the final approval on all Preliminary Plats.

As result of this request the Staff and Attorney are proposing the following Text Amendment to Article VII "Procedure for Review and Approval of Subdivision Plats-Sections 3.06 & 3.07 Preliminary Plats to the Town of Beaufort Subdivision Ordinance

**REQUESTED ACTION:**

Conduct a Public Hearing regarding the proposed amendment.

**EXPECTED LENGTH OF PRESENTATION:**

10 Minutes

**SUBMITTED BY:**

Kyle Garner, AICP  
Planning & Inspections Director

**BUDGET AMENDMENT REQUIRED:**

N/A

# BOARD STAFF REPORT

**BOARD ACTION REQUEST**

Case No. : 22-21

**TO:** Board of Commissioners  
**FROM:** Kyle Garner, Planning Director  
**DATE:** October 10, 2022  
**RE:** Modify Article VII “Procedure for Review and Approval of Subdivision Plats-Section 3 – Preliminary Plats to the Town of Beaufort Subdivision Ordinance”

**Background**

Recently, during a Board of Commissioners Meeting a request, by Board Members, was made to Staff and the Town Attorney to propose a Subdivision Text Amendment that would change the Preliminary Plat process to allow the Board of Commissioners the final approval on all Preliminary Plats.

As result of this request the Staff and Attorney are proposing the following Text Amendment to Article VII “Procedure for Review and Approval of Subdivision Plats-Sections 3.06 & 3.07 – Preliminary Plats to the Town of Beaufort Subdivision Ordinance.

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

**Action Needed:**

- Conduct a Public Hearing on the proposed text amendment.
- Decision to modify the Ordinance as requested; to change the modification to other language; or to deny changing the Ordinance

**Attachments:**

- Draft Ordinance

Agenda Item Prepared By:  
Kyle Garner, Planning Director

Board Action: Motion by \_\_\_\_\_ 2nd by \_\_\_\_\_

**ARTICLE VII. PROCEDURE FOR REVIEW AND APPROVAL OF SUBDIVISION PLATS**

The following text is to be removed via **HIGHLIGHT**

3.06. Review Procedure. The Planning Board shall review and take action on each preliminary plat within 30 days after first consideration by the Planning Board. First consideration shall be at the next regularly scheduled meeting of the Planning Board that follows at least 14 days after the plat is submitted. Before taking final action on the plat, the Planning Board shall refer copies of the plat and any accompanying material to those public officials and agencies concerned with the new development including but not limited to town manager, Carteret County Health Department, the District Engineer of the N.C. Department of Transportation (four copies), town building inspector, CAMA officer or Coastal Resources Commission, and the appropriate county soil conservation service office, for review and recommendation.

3.07. Disposition of Copies. If the plat is approved, approval shall be noted on at least three copies of the plat by the Planning Board secretary. One copy shall be transmitted to the town clerk who shall retain it for public examination, one copy shall be returned to the sub-divider, and one copy shall be retained by the Planning Board. If the preliminary plat is disapproved, the Planning Board shall specify the reasons for such action in writing. One copy of such reasons shall be retained by the Planning Board, one copy shall be given to the sub-divider, and one copy shall be transmitted to the town clerk. If the preliminary plat is disapproved, the sub-divider may make the recommended changes and submit a revised preliminary plat, or appeal the decision to the Board of Commissioners.

The new text reads as follows: in **BOLD HIGHLIGHTED TEXT**

**ARTICLE VII. PROCEDURE FOR REVIEW AND APPROVAL OF SUBDIVISION PLATS**

**3.06. *Review Procedure.* After approval of a preliminary plan by the Technical Review Committee (TRC) in accordance with section 2 of Article VII and after review by those agencies set forth in section 3 of Article VI, the Planning Board shall review and make a recommendation to the Board of Commissioners (BOC) on the preliminary plat within ninety (90) days after submittal of such plat to the Town’s Planning Director. After receiving the recommendation from the Planning Board, the BOC will consider the preliminary plat at its next regularly scheduled meeting.**

**3.07. *Disposition of Copies.* If the preliminary plat is approved by the BOC, approval shall be noted on at least three (3) copies of the plat by the Planning Department. One copy (1) shall be transmitted to the town clerk who shall retain it for public examination; one (1) copy shall be returned to the sub-divider; and one (1) copy shall be retained by the Planning Department. If the preliminary plat is disapproved by the BOC, the Planning Department shall specify the reasons for such action in writing. One (1) copy of such reasons shall be retained by the Planning Department, one (1) copy shall be given to the sub-divider, and one (1) copy shall be transmitted to the town clerk. If the preliminary plat is disapproved, the sub-divider may make the recommended changes and submit a revised preliminary plat or may appeal the decision in accordance with NCGS section 160D-1403.**



**BEAUFORT BOARD OF COMMISSIONERS  
AN ORDINANCE TO Modify Article VII “Procedure for Review and Approval of  
Subdivision Plats-Section 3 – Preliminary Plats to the Town of Beaufort Subdivision  
Ordinance”**

**ORDINANCE NO. 22-\_\_**

Applicant: Staff Initiated Request  
Amendment: Modify Article VII “Procedure for Review and Approval of Subdivision  
Plats-Section 3 – Preliminary Plats to the Town of Beaufort Subdivision  
Ordinance”

**WHEREAS**, Town Staff has submitted a request to modify the Town of Beaufort Subdivision Ordinance; and

**WHEREAS**, the Beaufort Board of Commissioners conducted a public hearing on October 10, 2022 at which time the Town Staff was given the opportunity to present the proposed text changes and the Board of Commissioners and public were given the opportunity to comment on the proposed changes; and

**WHEREAS**, the Beaufort Subdivision Ordinance contains regulations which establish the subdivision of land; and

**WHEREAS**, the Beaufort Subdivision Ordinance contains regulations which establish the development of land within the Town of Beaufort and it’s Extraterritorial Jurisdiction; and

**WHEREAS**, the Board of Commissioners determines that the public interest will be served by adopting the following text amendment to modify text as it relates to the Procedure of Final Plats.

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

**The Town of Beaufort Subdivision Ordinance is amended as follows:**



**ARTICLE VII. PROCEDURE FOR REVIEW AND APPROVAL OF SUBDIVISION PLATS**

**The following text is to be removed via strikethrough**

~~3.06. Review Procedure. The Planning Board shall review and take action on each preliminary plat within 30 days after first consideration by the Planning Board. First consideration shall be at the next regularly scheduled meeting of the Planning Board that follows at least 14 days after the plat is submitted. Before taking final action on the plat, the Planning Board shall refer copies of the plat and any accompanying material to those public officials and agencies concerned with the new development including but not limited to town manager, Carteret County Health Department, the District Engineer of the N.C. Department of Transportation (four copies), town building inspector, CAMA officer or Coastal Resources Commission, and the appropriate county soil conservation service office, for review and recommendation.~~

~~3.07. Disposition of Copies. If the plat is approved, approval shall be noted on at least three copies of the plat by the Planning Board secretary. One copy shall be transmitted to the town clerk who shall retain it for public examination, one copy shall be returned to the sub-divider, and one copy shall be retained by the Planning Board. If the preliminary plat is disapproved, the Planning Board shall specify the reasons for such action in writing. One copy of such reasons shall be retained by the Planning Board, one copy shall be given to the sub-divider, and one copy shall be transmitted to the town clerk. If the preliminary plat is disapproved, the sub-divider may make the recommended changes and submit a revised preliminary plat, or appeal the decision to the Board of Commissioners.~~

**The new text reads as follows: in BOLD TEXT**

**ARTICLE VII. PROCEDURE FOR REVIEW AND APPROVAL OF SUBDIVISION PLATS**

**3.06. *Review Procedure.* After approval of a preliminary plan by the Technical Review Committee (TRC) in accordance with section 2 of Article VII and after review by those agencies set forth in section 3 of Article VI, the Planning Board shall review and make a recommendation to the Board of Commissioners (BOC) on the preliminary plat within ninety (90) days after submittal of such plat to the Town’s Planning Director. After receiving the recommendation from the Planning Board, the BOC will consider the preliminary plat at its next regularly scheduled meeting.**

**3.07. *Disposition of Copies.* If the preliminary plat is approved by the BOC, approval shall be noted on at least three (3) copies of the plat by the Planning Department. One copy (1) shall be transmitted to the town clerk who shall retain it for public examination; one (1) copy shall be returned to the sub-divider; and one (1) copy shall be retained by the Planning Department. If the preliminary plat is disapproved by the BOC, the Planning Department shall specify the reasons for such action in writing. One (1) copy of such reasons shall be retained by the Planning Department, one (1) copy shall be given to the sub-divider, and one (1) copy shall be transmitted to the town clerk. If the preliminary plat is disapproved, the sub-divider may make the recommended changes and submit a revised preliminary plat or may appeal the decision in accordance with NCGS section 160D-1403.**



Enacted on motion of Commissioner \_\_\_\_\_ and carried on a vote of \_\_\_\_ in favor and \_\_\_\_ against.

This, the 10<sup>th</sup> day of October 2022.

**TOWN OF BEAUFORT**

**By:**

\_\_\_\_\_  
**Sharon Harker, Mayor**

**Attest:**

\_\_\_\_\_  
**Elizabeth Lewis, Town Clerk**



**Town of Beaufort, NC**

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

**Board of Commissioners  
Regular Meeting  
6:00 PM Monday, October 10, 2022  
Train Depot, 614 Broad Street  
Beaufort, NC 28516**

---

**AGENDA CATEGORY:** Closed Session  
**SUBJECT:** Pursuant to NCGS 143-318.11 (a) (3)

**REQUESTED ACTION:**  
Motion to enter closed session pursuant to NCGS 143-318.11 (a) (3) to allow the Board of Commissioners to consult with Town Attorney.

**SUBMITTED BY:**  
Todd Clark, Town Manager

**BUDGET AMENDMENT REQUIRED:**  
No