

APPLICATION

AP 11/14
PA 2/11/15
OK

City of Beaufort Zoning Board of Appeals
1911 Boundary Street
Beaufort, South Carolina 29902
Phone (843) 525-7011, Fax (843) 986-5606
E-Mail: jbachety@cityofbeaufort.org
***Revised September 12, 2014**

Application Fee
\$300

PAID
TBR

SPECIAL EXCEPTION APPLICATION

OFFICE USE ONLY: Date Filed: 2/11/15 Application #: ZB15-05 Zoning District: TBR

Instructions

Entries must be printed or typewritten. If the application is on behalf of the property owner(s), all owners must sign. If the applicant is not the owner, the owner(s) must sign the Designation of Agent (below).

Submittal Requirements

1. A legal survey of the property. 2. An accurate, legible site plan showing the north arrow, dimensions, and locations of all existing and proposed structures and any improvements relevant to the appeal such as trees, fences, power lines. Six copies of all plans are required. 3. Photograph(s) of the site.

APPLICANT(S): Joshua S. Gibson & Michelle Prentice
Address: 709 Duke St.
Telephone: 212-300-7179 [day] 843-379-9583 [fax]
E-mail: savagegibson@me.com

OWNER(S) if other than Applicant(s): NA
Address: NA
Telephone: NA [day] NA [fax]

PROPERTY STREET ADDRESS: 803 Scott St.
Tax Map No.: 242000167 (AIN)
Parcel No.: R120 004 000 1018 0000

Pursuant to Section 6-29-1145 of the South Carolina Code of Laws, is this tract or parcel restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the activity described in this application?
 Yes X No

DESIGNATION OF AGENT [complete only if owner is not applicant]:
I (we) hereby appoint the person named as Applicant as my (our) agent to represent me (us) in this application.
Date: NA Owner's Signature: NA

I (We) certify that the information in this application is correct.

Date: 2-11-15 Applicant's Signature: Michelle Prentice
[Signature]

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APPLICATION FOR SPECIAL EXCEPTION

Applicant hereby appeals to the Zoning Board of Appeals for a special exception for a (ex. Type 2 Home Occupation) Short Term Rental Property

on property described on Page 1, which is permitted by special exception under the district regulation in Section 5.1 of the Unified Development Ordinance (UDO).

1. Applicant will meet the standards in Section 3.16.D of the UDO which are applicable to the proposed special exception in the following manner:

- a. The proposed use is compatible with existing land uses in the surrounding area as follows: doesn't impact in a way that is substantially different from current TDR zoning.
- b. The proposed site plan, circulation plan, and schematic architectural designs are harmonious with the character of the surrounding area in that: it is not substantially different from design or character of what is required for current TDR zoning.
- c. The likely impact on public infrastructure such as roads, parking facilities, and water and sewer systems, and on public services such as police and fire protection and solid waste collection, and the ability of existing infrastructure and services to adequately service the proposed use without negatively impacting existing uses in the area and in the City are as follows: none are anticipated that are substantially different from current TDR zoning.
- d. The proposed use(s) and designs are in general conformity with the City's comprehensive Plan and any other plans officially adopted by the City in that: they are not substantially different from current TDR zoning.
- e. The likely impact on public health and safety is as follows: none are anticipated.
- f. Potential creation of noise, lights, fumes, dust, smoke, vibration, fire hazard, or other injurious or obnoxious impacts is as follows: none are anticipated.

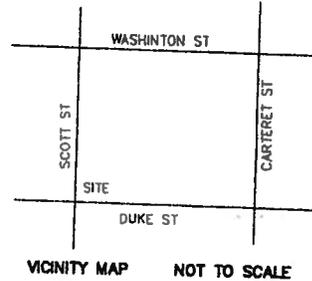
[A site plan must be submitted]



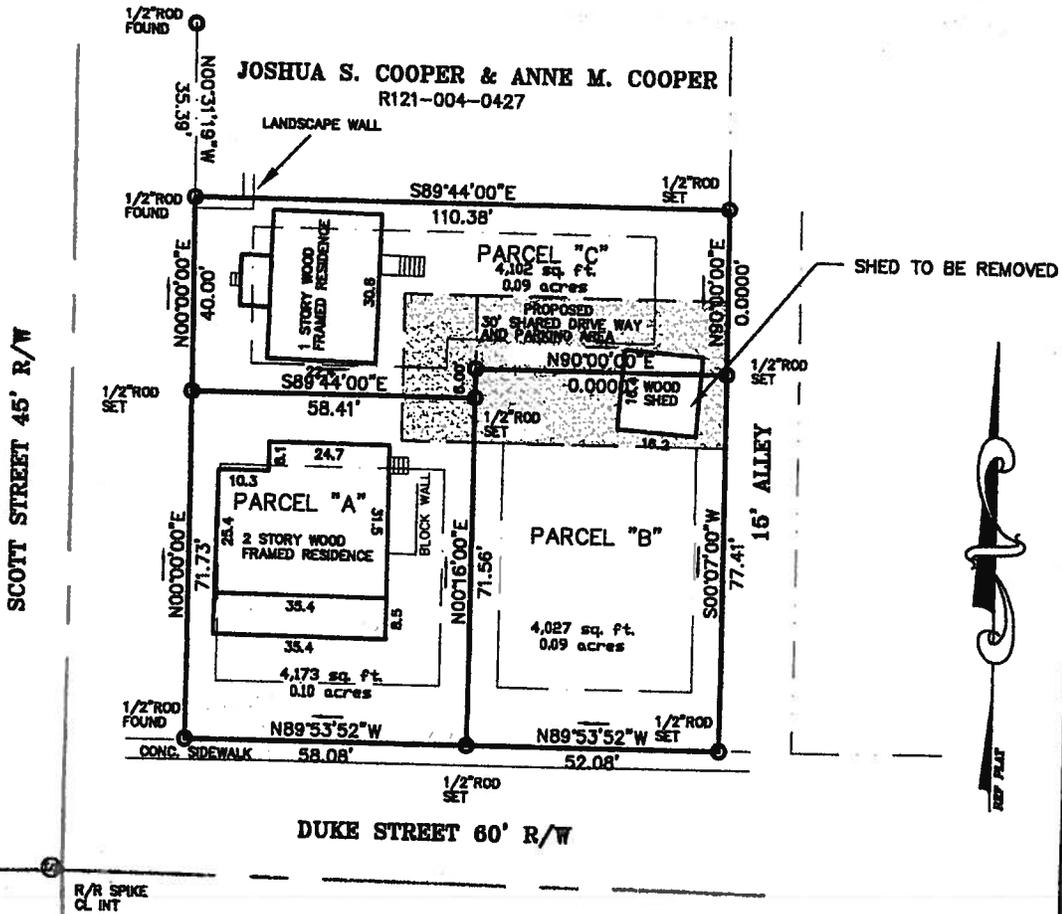
GASQUE & ASSOCIATES INC.
LAND SURVEYORS & PLANNERS

28 PROFESSIONAL VILLAGE CIRCLE, BEAUFORT, S.C.
 P.O. BOX 1383, BEAUFORT, S.C.
 PHONE (843) 522-1798

SETBACK
 FRONT 12'
 SIDE 6'
 REAR 15'



VICINITY MAP NOT TO SCALE



PLAT SHOWING SUBDIVISION OF TAX MAP 120 004 000 0427

JAMES P. KIRBY & ANTHONY J. SUAREZ

BEING A PORTION OF BLOCK 43 CITY OF BEAUFORT AS SHOWN ON A PLAT BY DAVID E. GASQUE DATED MAY 28, 1990 RECORDED IN BOOK 555, PAGE 2025 BEAUFORT COUNTY R.M.C. OFFICE

LOCATED IN THE CITY OF BEAUFORT, BEAUFORT COUNTY SOUTH CAROLINA
 TAX MAP 120-004-0427

THE CERTIFIER HAS NOT INVESTIGATED OR BEEN INSTRUCTED TO INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF ANY OVERLAY DISTRICTS, SUCH AS; AIRPORT, MILITARY, NOISE, CRASH POTENTIAL OR ENVIRONMENTAL ISSUES.

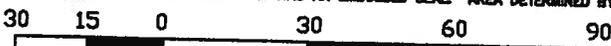
CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
 THIS PLAT IS COPYRIGHTED AND IS INTENDED ONLY FOR THE ENTITY OR PERSON(S) SHOWN HERE ON.
 THIS PLAT REPRESENTS A SURVEY BASED ON THE LISTED REFERENCES ONLY AND IS NOT THE RESULT OF A TITLE SEARCH.

BEFORE ANY DESIGN WORK OR CONSTRUCTION ON THIS SITE IS STARTED FLOOD ZONE INFORMATION MUST BE VERIFIED BY PROPER BUILDING CODES OFFICIAL.

THIS PROPERTY APPEARS TO LIE IN FLOOD ZONE "B" AND AT EL. 13.00' AS DETERMINED BY F.E.M.A. FIRM COMM-PANEL NUMBER 460026 0006 D. DATED 09/29/88

THE UNDERSIGNED DOES NOT CERTIFY THAT THE PROPERTY SHOWN HEREON COMPLIES WITH ANY RESTRICTIVE CONVEYANCES OR ANY CITY AND/OR COUNTY ORDINANCES.

I, DAVID E. GASQUE, HEREBY CERTIFY TO JAMES P. KIRBY & ANTHONY J. SUAREZ THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THERE IN. ALSO THERE ARE NO ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN. THIS SURVEY IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE AND HAS AN EMBOSSED SEAL. AREA DETERMINED BY COORDINATE METHOD.



SCALE: 1"=30' SCALE IN FEET DATE: 12/23/09

DAVID E. GASQUE, R.L.S. JOB # 86916
 S.C. REGISTRATION NUMBER 10506 FB#796/MA DSGN#7
 THIS PLAT IS NOT BINDING UNLESS ACCOMPANIED BY AN ORIGINAL SIGNATURE AND AN EMBOSSED SEAL.

10-28-11

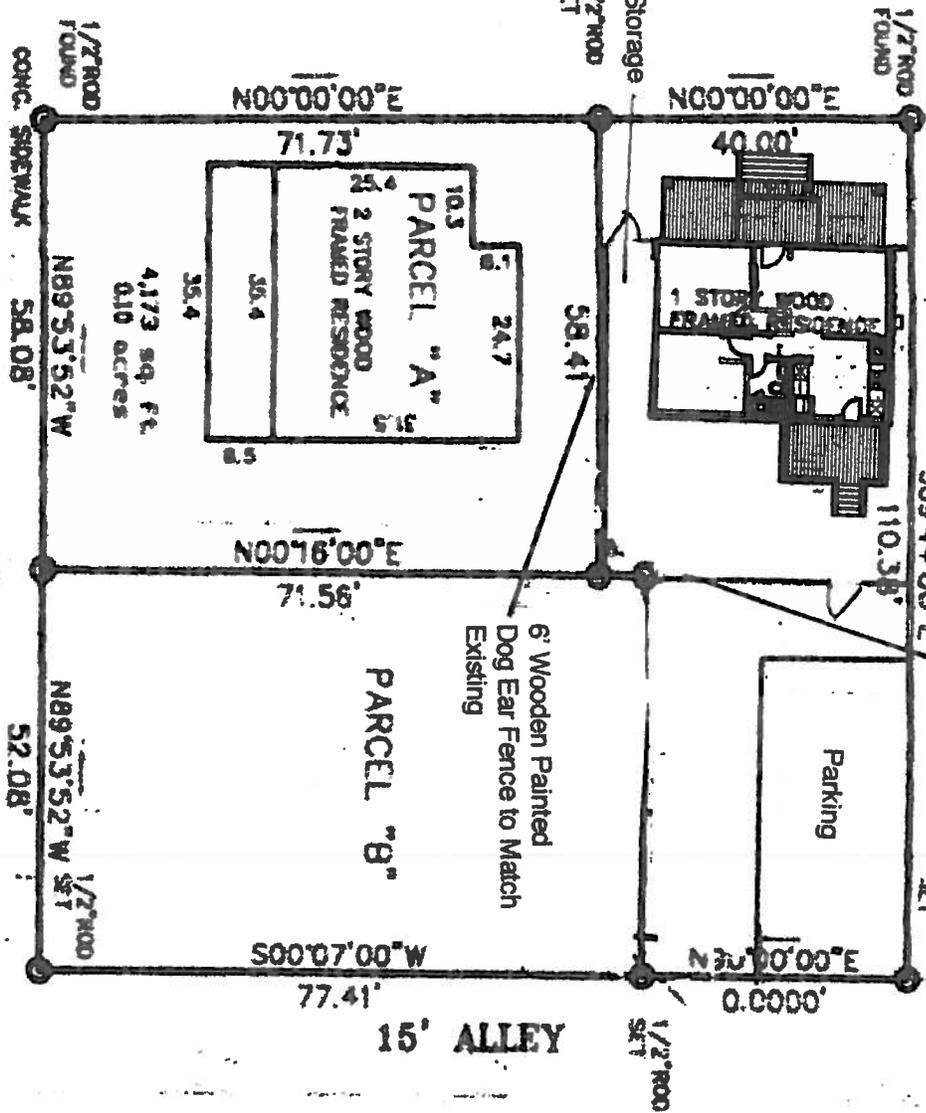
SCOTT STREET 45' R/W

R/R STRIKE
CL. INT

1/2" ROD
FOUND

N00°31'19"W
35.39'

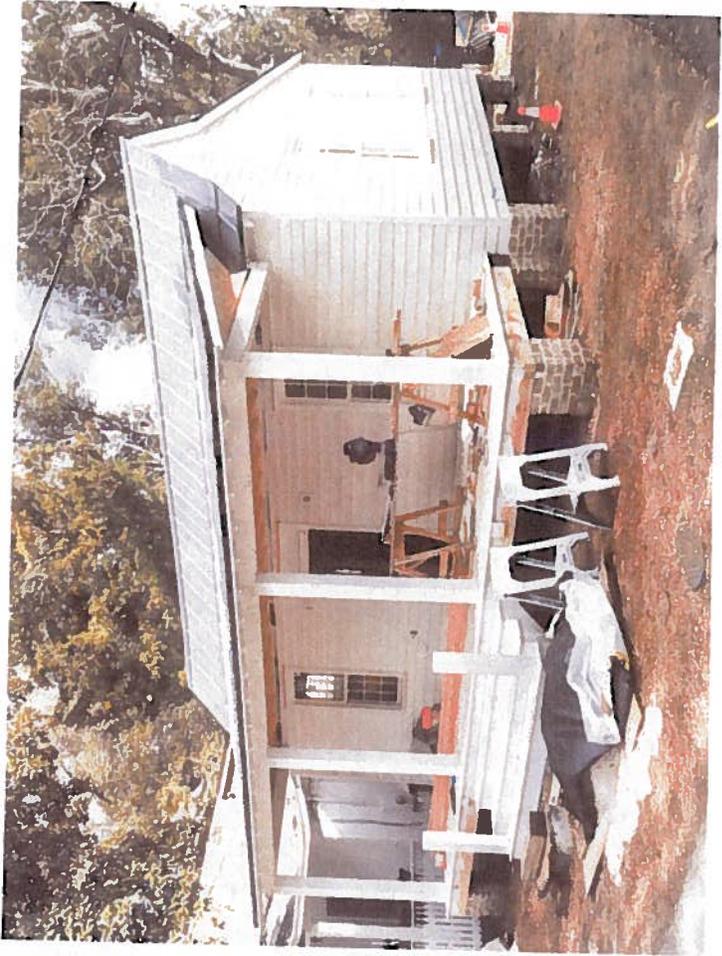
JOSHUA S. COOPER & ANNE M. COOPER
R121-004-0427



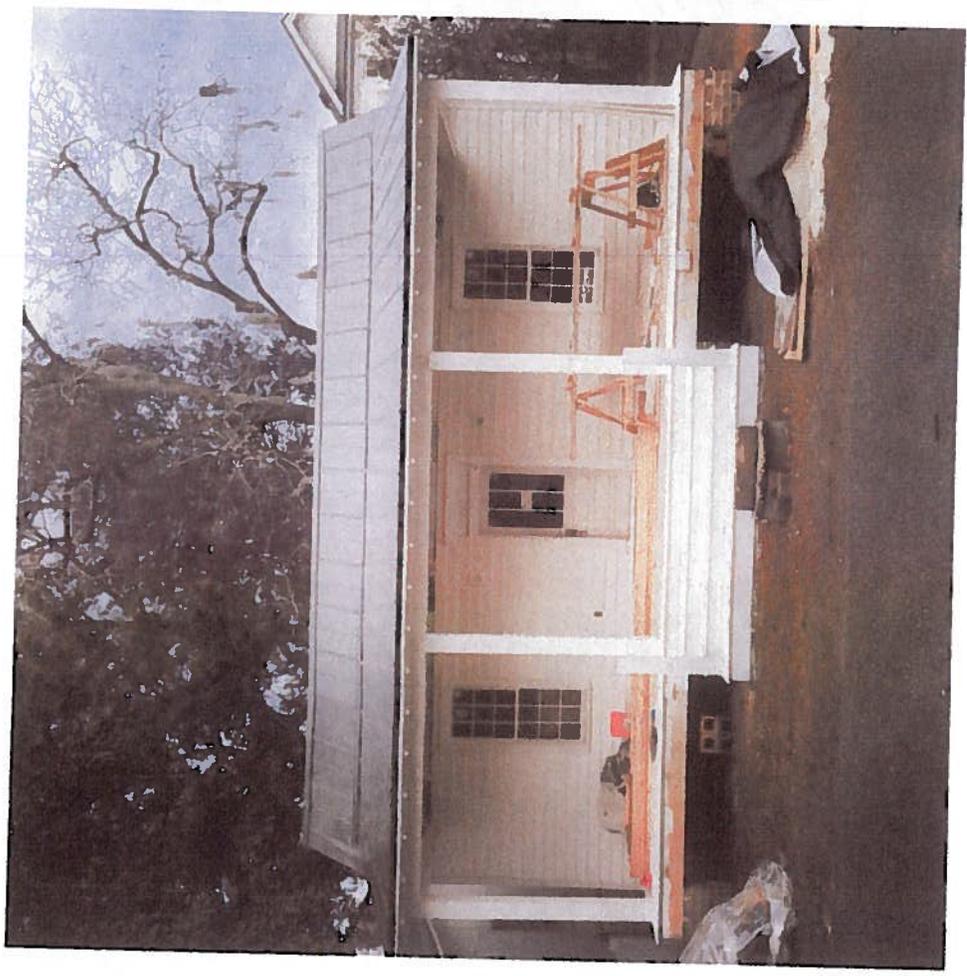
DUKE STREET 60' R/W

15' ALLEY

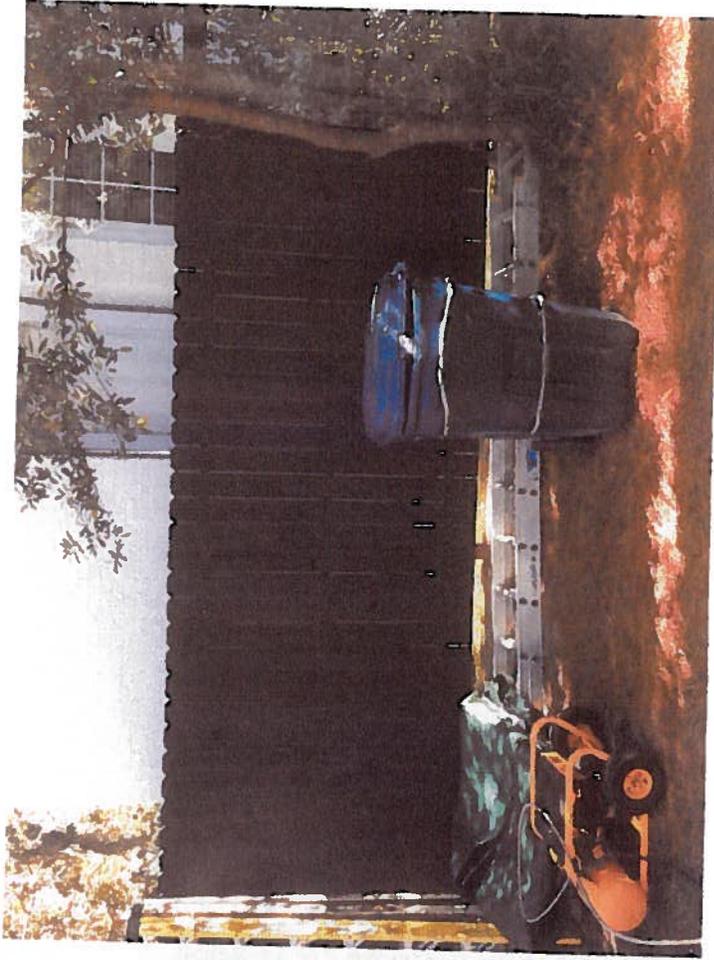




House as of Today



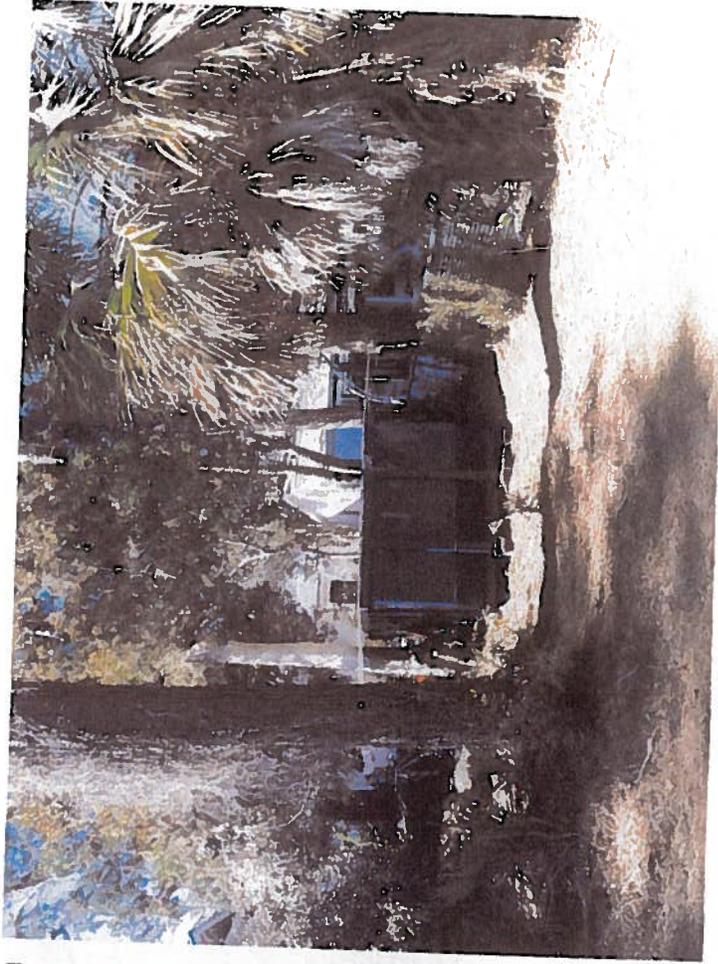
House as of Today



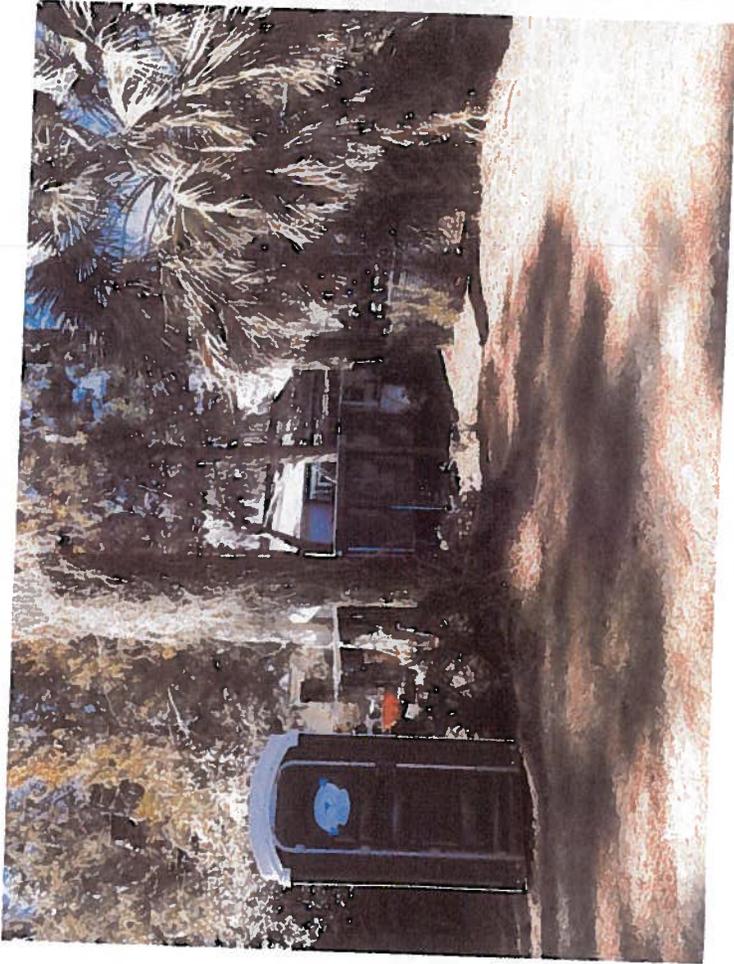
Existing Dog Ear Fence



Existing Living Fence



Proposed Parking Area



Proposed Parking Area

Reservation Agreement

This Reservation Agreement (the "Agreement") is made by and between Joshua S. Gibson and Michelle Prentice ("Homeowner") and _____ ("Guest") on _____, 2015.

For good and valuable consideration, the parties hereby agree as follows:

1. **Property:** The property, located at 803 Scott Street, Beaufort, SC 29902, is furnished including: one full king bed and one full queen bed (with sheets, blankets, and pillows), full kitchen with all dishware, utensils, glasses, mugs, cookware oven/stove, refrigerator, coffee maker, microwave, toaster, flatscreen HDTV television, DVD player, cable TV, full suite of living room furniture, full bathroom (with linens and towels), laundry with washer/dryer.
2. **Rental Party:** The rental party consists of Guest, and up to three (3) invitees. Guest understands that property consists of a two bedroom residence with one bathroom, a living room and a kitchen.
3. **Term of the Lease:** The lease begins at 4 pm on _____ (the "Check-in Date") and ends at 11 am on _____ (the "Checkout Date"). The lease may be extended, if available, with the mutual consent of both parties on a day-to-day basis.
4. **Minimum Stay:** This minimum stay is a 1 week. Longer minimum stays may be required during holiday or festival periods.
5. **Rental Rules:** Guest and invitees agree to abide by reasonable rules and decorum as listed below, while on the property.
6. **Access:** Guest shall allow Homeowner access to the property during reasonable hours, for repair or inspection. Homeowner shall provide notice, when possible
7. **Rental Rate and Fees:** The rental fee for lease term is \$_____
 - a. **Deposit:** A deposit of \$_____ is due upon booking. The deposit is non-refundable and applied toward the rental fees. The balance of Payment of fee of \$_____ shall be due upon the Check-in Date; if extended, the daily rate shall be \$_____ per day. Guest shall inspect premises and inform Homeowner if the premises appear dirty or damaged upon Check-in.
 - b. A Cleaning fee of \$75 shall be due upon Check-in Date.
8. **Cancellation Policy:** If Guest cancels the reservation, the deposit will be refunded as follows: 50% if cancelled 90 days prior to the Check-in Date; 25% if cancelled 60 days prior to the Check-in Date
9. **Insurance:** Guest shall be responsible for any insurance matters, and the Homeowner is released from any liability regarding loss or damage of Guest's property.
10. **Pets:** A small sized pet under 40 lbs. is welcome, and will be subject to an additional Cleaning Fee Of \$75. Multiple pets and pets larger than 40 lbs. need prior approval from the homeowner.
12. **Payment:** Payment shall be by personal check or cash. By agreeing to the Agreement, Guest hereby consents to payment to the payment term in the amounts above and agree that deposit monies are non-refundable per cancellation policy above.

Agreed: _____ / ____ / ____

Address: _____

Telephone: _____

Email: _____

Rental Rules

1. Smoking is not permitted inside the unit; smoking outside is acceptable, but please dispose of butts.
2. People other than the Guest Party may not stay overnight in the property without the consent of the Homeowner. Any persons or invitees of Guest on the property is the sole responsibility of Guest.
3. Homeowners are not responsible for any accidents, injuries or illness that occurs while on the premises nor are Homeowners responsible for the loss of personal belongings or valuables of the Guest. It is agreed that Guests and invitees expressly assume the risk of any harm or damage arising from their use of the premises.
4. Guest shall keep the property and furnishings in good order, and shall replace or pay for any damage.
5. Parking, in designated areas, behind the house, is limited to 2 vehicles.
6. Guests with Pets will attend to any pet waste in the yard, and repair or replace any damage to unit or contents.
7. Linens and bath towels are included; Housekeeping service is required at end of visit for a fee.
8. Guests shall not leave pets unattended in the yard.
9. Refunds on a prorated basis will be granted if State or local authorities issue a "mandatory evacuation order".
10. Guests will observe reasonable hours and will not cause a disturbance or interrupt the quiet enjoyment of the neighborhood.
11. Guests will promptly inform Homeowner of any deficiencies in the property or premises, and Homeowner will promptly correct.
12. Homeowner may enter premises for repair, maintenance, or inspection from time to time, with reasonable notice, and without notice in emergencies.
13. Trash and garbage may be disposed in the marked containers, located in the side yard, behind the fence. There are designated bins for trash and recycling. Recycling does not need to be sorted, just in the recycling bins. The trash and recycling are picked up on Mondays, usually early in the morning.

Homeowners:

Joshua S. Gibson and Michelle Prentice

Beaufort, SC 29902

212-300-7179; savagegibson@me.com

Property Management Plan for 803 Scott Street as a Short Term Rental Property

Since the house's property adjoins the Homeowners' primary residence much of the responsibility will be taken by the homeowners.

The Homeowner's contact information is as follows.

Josh Gibson

212-300-7179 (cell)

savagegibson@me.com

Michelle Prentice

917-692-1552

michelleprentice@me.com

In the event that neither of the homeowner's can be reached, They can contact:

Jim Gibson

843-812-8140 (cell)

843-522-1103 (home)

jsgibson43@yahoo.com

The trash roll cart will be managed by the homeowners. It will be stored behind a 6' painted dog ear fence and will not be visible from the street or nearby properties.

The Unit will be cleaned and maintained by the homeowners. In the event that they are unavailable, they will have it cleaned by their housekeeper.

The yard will be maintained by the homeowners. In the event that they are unavailable, the yard will be maintained by Martin Lindsay Landscape.

The alarm system will be maintained and monitored by Beaufort Alarm and Sound System.

There will also be a list of approved subcontractors, with contact information, supplied in the unit for the renter in the event that there is an emergency that can not be handled immediately by the homeowners.



**CITY OF BEAUFORT
CONTACT LIST FOR SHORT TERM RENTAL
LOCATED AT 803 Scott Street**

PROPERTY OWNER:

Name: Michelle Prentice
Address: 709 Duke Street Beaufort, SC 29902
Phone: 917-692-1552
E-Mail: michelleprentice@me.com

PROPERTY MANAGER: (PRIMARY)

Name: Josh Gibson
Address: 709 Duke Street Beaufort, SC 29902
Phone: 212-300-7179
E-Mail: savagegibson@me.com

PROPERTY MANAGER: (BACK-UP)

Name: Michelle Prentice
Address: 709 Duke Street Beaufort, SC 29902
Phone: 917-692-1552
E-Mail: michelleprentice@me.com

PROPERTY MANAGER (SECONDARY BACK-UP)

Name: Jim Gibson
Address: 10 Attaway Lane Beaufort, SC 29907
Phone: 843-812-8140
E-Mail: jsgibson43@yahoo.com