

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT  
CIVIL ACTION NO. 2021-CP-07-00663

WEST STREET FARMS, LLC, and MIX  
FARMS, LLC,

Plaintiffs,

v.

CITY OF BEAUFORT, BEAUFORT  
INN, LLC, and 303 ASSOCIATES, LLC,

Defendants.

ANSWER OF DEFENDANT CITY OF  
BEAUFORT

Defendant City of Beaufort, answering the Complaint of the Plaintiffs herein, would allege as follows:

**FOR A FIRST DEFENSE**

1. This Defendant admits, upon information and belief, the allegations of paragraph 1.
2. This Defendant admits the allegations of paragraph 2.
3. This Defendant admits, upon information and belief, the allegations of paragraph 3.
4. This Defendant denies the allegations of paragraph 4.
5. This Defendant denies the allegations of paragraph 5.
6. This Defendant denies the allegations of paragraph 6.
7. This Defendant denies the allegations of paragraph 7.
8. This Defendant denies the allegations of paragraph 8.
9. Answering paragraph 11, this Defendant admits that the Beaufort Code was adopted on June 27, 2017 and updated on July 10, 2018. However, many of the issues involved in the Projects at issue in this case were planned, begun, approved and/or financed under the

Unified Development Ordinance (the UDO), the predecessor to the Beaufort Code. Hence, this Defendant denies that all issues involved in the Projects are governed by the zoning provisions of the Beaufort Code.

10. This Defendant admits paragraph 10.
11. This Defendant denies the allegations of paragraph 11. Certain issues involved in the Projects at issue in this case were planned, begun, approved and/or financed under the Unified Development Ordinance, which may govern said issues and/or Projects.
12. This Defendant admits the allegations of paragraph 12, and would show that the Hotel Project and the Parking Garage Projects were located in the Core Commercial (CC) Zoning District of the UDO when certain issues in said projects were planned, begun, approved and/or financed.
13. Answering paragraph 13, this Defendant would crave reference to the Beaufort Code for the terms and conditions of regulations regarding projects in the T5-DC transect zoning district, and would deny any reference or allegation inconsistent therewith. This Defendant would further show that there was/is no such Large Footprint Building regulation in the Historic District contained in the UDO.
14. Answering paragraph 14, this Defendant would crave reference to the Beaufort Code for the terms and conditions of regulations contained therein, and would deny any reference or allegation inconsistent therewith. Defendant would further show that the footprint of Hotel Project as submitted is 15,529 sq. ft.
15. Answering paragraph 15, this Defendant would crave reference to the Beaufort Code for the terms and conditions of regulations contained therein, and would deny any reference or allegation inconsistent therewith. Defendant would further show that, in the UDO, large

footprint buildings are only mentioned in sections dealing with the Boundary Street Design District and the Bladen Street Design District.

16. Answering paragraph 16, this Defendant would crave reference to the Beaufort Code for the terms and conditions of regulations contained therein, and would deny any reference or allegation inconsistent therewith. Defendant would further show that, in the UDO, there is no mention of requirements for “large footprint” buildings in the Historic District.
17. This Defendant admits paragraph 17, but would show that these projects were located in the Core Commercial (CC) Zoning District under the UDO.
18. Answering paragraph 18, this Defendant would crave reference to the Beaufort Code for the terms and conditions of regulations contained therein, and would deny any reference or allegation inconsistent therewith.
19. Answering paragraph 19, this Defendant admits that Developer made application, received certain permits, conducted certain activities, expended money, and received certain assurances by the City for the Hotel Project under the UDO, prior to the enactment of the Beaufort Code. This Defendant further admits that the Hotel Project received preliminary approval by the City’s Historic District Review Board on July 12, 2017.
20. Answering paragraph 20, this Defendant would show that Developer has submitted additional plans to the Historic District Review Board for the Hotel Project after the enactment of the Beaufort Code. This Defendant would deny the remainder of paragraph 20.
21. Answering paragraph 21, this Defendant would admit that the Hotel Project has received a Certificate of Appropriateness from the HDRB, and that Developer has submitted

additional plans which are currently pending before the HDRB. This Defendant would deny the remainder of paragraph 21.

22. This Defendant would deny the allegations of paragraph 22, and would show that the UDO does not regulate large footprint buildings in the Historic District.
23. This Defendant would admit so much of paragraph 23 as may allege that the Hotel Project has not applied for or received a Special Exception by the ZBOA. However, this Defendant would show that the UDO, under which the Hotel Project received certain approvals and assurances by the City and its Boards, does not require a Special Exception by the ZBOA.
24. Answering paragraph 24, this Defendant would crave reference to the minutes and/or records of the HDRB for the full scope of the application, information, and hearings presented to or conducted by the HDRB in 2017, and would deny any allegation inconsistent therewith. However, this Defendant would show that Hotel Project was presented and approved by the HDRB in 2017 under the regulations and guidance of the UDO, which did not have regulation for Large Footprint Buildings in the Historic District, and did not contain the requirement of Special Exception for Large Footprint Buildings.
25. Answering paragraph 25, this Defendant would crave reference to the minutes and/or records of the HDRB for the full scope of the application, information, and hearings presented to or conducted by the HDRB, and would deny any allegation inconsistent therewith.
26. Answering paragraph 26, this Defendant would crave reference to the minutes and/or records of the HDRB for the full scope of the application, information, and hearings presented to or conducted by the HDRB, and would deny any allegation inconsistent therewith.

27. Answering paragraph 27, this Defendant would crave reference to the minutes and/or records of the HDRB for the full scope of the application, information, and hearings presented to or conducted by the HDRB, and would deny any allegation inconsistent therewith.
28. Answering paragraph 28, this Defendant would crave reference to the minutes and/or records of the HDRB for the full scope of the application, information, and hearings presented to or conducted by the HDRB, and would deny any allegation inconsistent therewith.
29. Answering paragraph 29, this Defendant admits that the Parking Garage Project would be considered a Large Footprint Building under the Beaufort Code. However, this Defendant would show that the Developer applied for and received from the City and the HDRB certain approvals and assurances for the Parking Garage Project under the UDO, and that the Developer received permits and expended funds for and in connection with the Parking Garage Project under the UDO, such that the Developer gained vested rights to continue and complete the Parking Garage Project under the guidelines of the UDO, which does not contain a regulation of Large Footprint Buildings in the Historic District.
30. Answering paragraph 30, this Defendant admits that the Parking Garage Project has not applied for or received a Special Exception from the ZBOA. However, this Defendant would show that the Developer applied for and received from the City and the HDRB certain approvals and assurances for the Parking Garage Project under the UDO, and the Developer received permits and expended funds for and in connection with the Parking Garage Project under the UDO, such that the Developer gained vested rights to continue

and complete the Parking Garage Project under the guidelines of the UDO, which does not contain a regulation requiring Special Exception from the ZBOA.

31. Answering paragraph 31, this Defendant would crave reference to the minutes and/or records of the HDRB for the full scope of the applications, information, and hearings presented to or conducted by the HDRB, and would deny any allegation inconsistent therewith.
32. Answering paragraph 32, this Defendant would crave reference to the minutes and/or records of the HDRB for the full scope of the application, information, and hearings presented to or conducted by the HDRB, and would deny any allegation inconsistent therewith.
33. Answering paragraph 33, this Defendant would crave reference to the minutes and/or records of the HDRB for the full scope of the application, information, and hearings presented to or conducted by the HDRB, and would deny any allegation inconsistent therewith.
34. Answering paragraph 34, this Defendant would crave reference to the minutes and/or records of the HDRB for the full scope of the application, plans, information, and hearings presented to or conducted by the HDRB, and would deny any allegation inconsistent therewith.
35. This Defendant denies the allegations of paragraph 35.
36. Answering paragraph 36, the allegations of paragraphs 1-35 above are realleged and incorporated herein by reference.
37. Paragraph 37 is a legal conclusion, which requires no response. This Defendant would crave reference to the applicable statutes, if any, for the full content thereof.

38. This Defendant denies paragraph 38.
39. This Defendant denies paragraph 39.
40. Answering paragraph 40, this Defendant would admit that the City has the responsibility of regulating development within the city limits under the applicable statutes, ordinances and regulations.
41. This Defendant denies paragraph 41.
42. Answering paragraph 42, the allegations of paragraphs 1-41 above are realleged and incorporated herein by reference.
43. This Defendant denies paragraph 43.
44. This Defendant denies paragraph 44.
45. This Defendant denies paragraph 45.
46. This Defendant denies paragraph 46.
47. Answering paragraph 47, the allegations of paragraphs 1-46 above are realleged and incorporated herein by reference.
48. This Defendant denies paragraph 48.
49. This Defendant denies paragraph 49.
50. Except as is hereinabove specifically admitted, each and every allegation of the Complaint is expressly denied.

**FOR A SECOND DEFENSE**  
(Failure to State a Claim)

51. The Complaint, or parts of it, fail to state a claim upon which relief may be granted and must be dismissed pursuant to Rule 12(b)(6), SCRCF.

**FOR A THIRD DEFENSE**

(Failure to Exhaust Administrative Remedies/Ripeness)

52. The allegations of the Complaint that relate to the three (3) Project as identified in the Complaint are not ripe for review by this Court as the Developer has not completed the administrative process and/or received an approval to construct for these projects

**FOR A FOURTH DEFENSE**

(Lack of Standing)

53. The Plaintiffs lack standing to seek the claims in the Complaint.

**FOR A FIFTH DEFENSE**

(Failure to Perfect Timely Appeal)

54. The Plaintiffs have failed to timely perfect appeal as an aggrieved party to the actions of the HDRB, for which reason this action, or parts of it, must be dismissed.

**FOR A SIXTH DEFENSE**

(Equitable Estoppel)

55. The Plaintiffs have known for years of the development plans of the Defendants, and Plaintiffs have had multiple discussions with the Defendants regarding the development plan. Plaintiffs did nothing at the time to voice objection, or to take any action regarding the projects. Hence, Plaintiffs are now equitably estopped from claiming that the project plans may not go forward.

**FOR A SEVENTH DEFENSE**

(Laches)

56. The Plaintiffs are barred by the doctrine of laches from asserting these claims.



**FOR AN EIGHTH DEFENSE**  
(Vested Rights)

57. By virtue of the applications, decisions, approvals, and permits submitted by the Developers and/or granted by the City/HDRB, the agreements and assurances made by the City, and the actions taken and funds expended by the Developers, the Developers acquired certain vested rights to develop and/or continue the Hotel Project and the Parking Garage Project under the UDO-hence this action as to the Hotel Project and the Parking Garage Project should be dismissed.

WHEREFORE having fully answered the Complaint, this Defendant prays that the same be dismissed, with costs and attorneys' fees awarded to the Defendants, and for such other and further relief as the Court may deem just and proper.

HARVEY & BATTEY, P.A.

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