



PLANNING COMMISSION MEETING AGENDA
Tuesday, February 2, 2021 – 5:00 P.M.
Morning Workshop 9:15 A.M.
1018 Second Avenue South - North Myrtle Beach, SC

1. CALL TO ORDER
2. ROLL CALL
3. COMMUNICATIONS
4. APPROVAL OF MEETING MINUTES: January 19
5. OLD BUSINESS
6. NEW BUSINESS – “Consent Items”
7. NEW BUSINESS
 - A. **PLANNED DEVELOPMENT DISTRICT AMENDMENT Z-21-1:** City staff has received an application for a major amendment to the Parkway Group Planned Development District (PDD) revising the Waterway Hills Village at Grande Dunes portion of the PDD to the Grande Dunes North through changes to the master plan and governing documents.
 - B. **DEVELOPMENT AGREEMENT ASSOCIATED WITH THE MAJOR PLANNED DEVELOPMENT DISTRICT (PDD) AMENDMENT CASE Z-21-1 AND REVISIONS TO THE PARKWAY GROUP PDD:** The North Myrtle Beach Planning Commission will host the first of two public hearings regarding the proposed Development Agreement associated with the major amendment to the Parkway Group PDD involving what was formerly known as Waterway Hills Village at Grande Dunes. The proposal is known as Grande Dunes North and is off Water Tower Road where the Waterway Hills Golf Club was previously located.
8. ADJOURNMENT

Respectfully submitted,

Aaron C. Rucker, AICP
Principal Planner

Notice to the Public of Rights under Title VI

- The City of North Myrtle Beach operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes he or she has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of North Myrtle Beach. Complaints must be filed within 180 days of the alleged discriminatory act.
- For more information on the City of North Myrtle Beach's Title VI Policy and the procedures to file a complaint, contact the Title VI Program Coordinator, Kristine Stokes at krstokes@nmb.us or (843)280-5555, or in writing to the City of North Myrtle Beach, 1018 2nd Ave. South, North Myrtle Beach SC 29582. For more information, visit the Title VI section of our website at www.nmb.us.
- If information is needed in another language, contact (843)280-5555.
- ~Si se necesita *información en otro idioma llame al (843)280-5555.*

CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA
NORTH MYRTLE BEACH CITY HALL
PLANNING COMMISSION MEETING
Tuesday, January 19, 2021
5:00 PM

MINUTES

Harvey Eisner, Chairman
Jessica Bell
Silvio Cutuli
Ruth Anne Ellis, Absent
Ed Horton
Callie Jean Wise, Absent

City Staff:
Suzanne Pritchard
Aaron Rucker
Chris Noury, City Attorney
Allison Galbreath, City Clerk

1. **CALL TO ORDER:** Chairman Eisner called the meeting to order at 5:05 PM.

2. **ROLL CALL:** The Clerk called the roll.

3. **COMMUNICATIONS:**

A. **PRIORITY LISTING OF CAPITAL IMPROVEMENT PROJECTS FOR FY2022**

After discussing these items at the morning workshop, the Staff and Commission agreed to submit them to Jim Wood, Director of Planning & Development, in order to recommend them to City Council.

4. **APPROVAL OF MEETING MINUTES:** The motion to approve the minutes for the January 5, 2021 meeting, as presented, was made by Commissioner Cutuli and seconded by Commissioner Horton. Chairman Eisner called for the vote. The motion passed 4-0.

5. **OLD BUSINESS:** None

6. **NEW BUSINESS—"CONSENT ITEMS":** None

7. **NEW BUSINESS:**

A. **ANNEXATION & ZONING DESIGNATION Z-20-21:** City staff has received a petition to annex lands on Cenith Drive totaling approximately 0.36 acres and identified by PINs 357-07-02-0002 and 357-07-02-0003. The lot is currently unincorporated and zoned General Residential (GR) by Horry County. The petition also reflects the requested City of North Myrtle Beach zoning district of Single-Family Residential Low-Density (R-1) and will be heard concurrently. Ms. Pritchard stated this item was discussed at the morning workshop. The parcel would have access to City water, sewer, and other services. Chairman Cutuli clarified that the parcel was vacant. Ms. Pritchard confirmed it was vacant.

Having no further comment from the Commission or public, Chairman Eisner called for a motion. Commissioner Cutuli motioned to approve the Annexation & Zoning Designation Z-20-21, as submitted, where it was necessary to implement the comprehensive plan and was seconded by Commissioner Horton. The motion passed 4-0.

8. ADJOURNMENT:

Having no further business, Chairman Eisner adjourned the meeting at 5:08 PM.

Respectfully submitted,

Allison K. Galbreath
City Clerk

NOTE: BE ADVISED THAT THESE MINUTES REPRESENT A SUMMARY OF THE PLANNING COMMISSION MEETING AND ARE NOT INTENDED TO REPRESENT A FULL TRANSCRIPT OF THE MEETING.

7A. PLANNED DEVELOPMENT DISTRICT AMENDMENT Z-21-1: City staff has received an application for a major amendment to the Parkway Group Planned Development District (PDD) revising the Waterway Hills Village at Grande Dunes portion of the PDD to the Grande Dunes North through changes to the master plan and governing documents.

History and Background

Grande Dunes North is situated within the Parkway Group PDD approved by City Council in 2008, encompassing several large tracts of land totaling approximately 1,363 acres. These parcels have frontage along the Intracoastal Waterway and SC Highway 22, and are bisected by SC Highway 31, forming the southernmost portion of the City of North Myrtle Beach.

A major PDD amendment to the original Parkway Group PDD was approved in June 2016 creating Grande Dunes North; a 243-acre expansion of the Grande Dunes Planned Unit Development (PUD) located within the City of Myrtle Beach. Approval entitled 888 dwelling units of varying types and densities integrated into a cohesive master planned development. Open space totaled twenty percent. Multifamily was not part of the approved plan.

In May of 2020, City Council approved a second major amendment to the Grande Dunes North portion of the Parkway Group PDD transforming the project into Waterway Hills Village at Grande Dunes. This amendment revised the land plan and updated the pattern book creating 880 dwelling units and 336 multifamily apartments within the project. A land swap finalized since this last PDD amendment resulted in 238.74 total acreage for this section of the Parkway Group PDD.

Proposed Changes

The applicant, Michael Walline of Freehold Communities, has requested an amendment to the Parkway Group PDD revising the Waterway Hills Village at Grande Dunes into the Grande Dunes North. This amendment reduces the overall density from 1,216 dwelling units to 998 dwelling units by removing the previously approved multi-family uses from the development (4.18 dwelling units per acre down from 5.09 dwelling units per acre previously). The proposal contains a mixture of housing types and styles: 60-90' wide single-family estate lots (98 units), 40-59' wide single-family cottage lots (460 units), paired villa flats (132 units), and townhomes (308 units). The architectural styles shown in the pattern book show a traditional low-country style with typical building materials in contextual colors.

The master plan for the PDD revised the site layout by changing the housing mix and configuration, moving the amenity to a centralized location, adding a "Village Square" element that embraces a waterfront park on the Intracoastal Waterway, and creating a interconnected pedestrian/bicycle trail system that allows access to the site's open spaces, conservation areas, and recreational spaces. Cul-de-sacs are used within the development's design to create open space and water views for residents. A 100' public drainage, maintenance, and trail easement connects the project to the Long Branch Creek, and a secondary emergency access with a defined maintenance schedule provides connection to the undeveloped Coterra Chestnut property to the northeast of the parcel.

Staff Review

Planning & Development, Planning Division

Exhibits E11 and E11A provide graphic depictions of the proposed 50' roadway street section for use within the development. The extensive pedestrian trail system provided by the applicant and shown on Exhibit E3 satisfies the pedestrian circulation requirements for the development with the use of sidewalk on only one side of the roadway. The development's proposed setbacks adequately protect against a parked vehicle in a driveway from overhanging the sidewalk or road, but the reduced dimensions also prevent any visual invitation to park two cars in tandem in a driveway creating an overhanging condition.

Planning & Development, Zoning Division

The Zoning Administrator has no issues with the proposed amendment.

Public Works

The Director of Public Works has no issues with the proposed amendment.

Public Safety

The Fire Marshal has no issues with the proposed amendment.

According to § 23-4, *Amendments*, of the Zoning Ordinance, the advertisement requirement for Zoning Ordinance amendments is 15 days, and that advertisement notice has been met. The amendment is presented to the Planning Commission for a recommendation that will be forwarded to City Council at their next meeting scheduled for March 1, 2021.

Planning Commission Action

The Planning Commission may recommend approval, recommend approval with modifications and/or conditions, or recommend denial of the proposal as submitted.

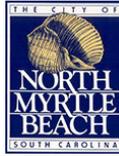
Alternative Motions

- 1) I move that the Planning Commission recommend approval of the major planned development district amendment to the Parkway Group PDD [Z-21-1] as submitted.

OR
- 2) I move that the Planning Commission recommend denial of the major planned development district amendment to the Parkway Group PDD [Z-21-1] as submitted.

OR
- 3) I move (an alternate motion).

PDD Zoning Finance Account Code:	3.22
FEE PAID:	500 on January 7, 2021
FILE NUMBER:	Z-21-1
Complete Submittal Date:	January 7, 2021



Notice Published:	January 14, 2021
Planning Commission:	February 2, 2021
First Reading:	March 1, 2021
Second Reading:	March 15, 2021

City of North Myrtle Beach, SC

**Application for a Major Amendment
to a Planned Development District (PDD)**

GENERAL INFORMATION

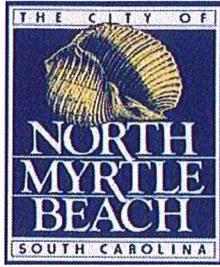
Date of Request: January 7, 2021	Property PIN(S): 3890000007
Property Owner(s): NGD Property II, LLC	Type of Zoning Map Amendment: Major PDD Amendment
Address or Location: Intersection of Water Tower Road and HWY 31	Project Contact: Cameron Parker
Contact Phone Number: 843-839-3350	Contact Email Address: cam@drgpilc.com
PDD Name: Grande Dunes Waterway Hills Village	Total Area of Property: 238.74 Acres
Proposed Amendment: PDD Amendment seeks to: increase open space, remove apartment homes from plan, relocate amenity to project entry, modify lot sizes and reduce density from 1216 to 998 dwelling units	

RECORDED COVENANT INFORMATION

I hereby certify that the tract(s) or parcel(s) of land to which this approval request pertains is not restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the activity for which approval is sought, as provided in South Carolina Code of Laws (§ 6-29-1145).

Applicant's E-signature: JCP

This form complies with a state law that took effect on July 1, 2007 (S.C. Code § 6-29-1145) that requires all planning agencies to inquire in an application for a permit if the parcel of land is restricted by a recorded covenant that is contrary to, conflicts with, or prohibits the permitted activity. If such a covenant exists, the agency shall not issue the permit until written confirmation of its release is received. The release must be through the action of an appropriate legal authority.



CITY OF NORTH MYRTLE BEACH
LETTER OF AGENCY

Revision Date 05.24.19

Today's Date: 01/07/21

Nature of Approval Requested: PDD Amendment

Property PIN(s): TMS#: 155-00-01-001 PIN:38900000007

Property Address/Location: Former Waterway Hills Golf Course

I, NGD Property II, LLC, hereby authorize J. Cameron Parker, P.E.

to act as my agent for for the purposes of the above referenced approval.

Signature
Thomas C. Tischer Jr., Authorized Signatory of NGD
Property II, LLC and not individually

Title

Signature

Title

Signature
Owner

Title

Signature

Title

Signature

Title

Signature

Title

Please have all property owners sign application; disregard additional spaces if not needed. If additional signature lines are required, please duplicate this sheet and bind all sheets together into one document.



Grande Dunes North |

NORTH MYRTLE BEACH, SC

PRELIMINARY MASTER PLAN & PDD
MODIFICATION REQUEST
Zoning Map Amendment Z-21-1

APPLICANT: FREEHOLD
COMMUNITIES

January 28, 2021

January 28, 2021

Mr. James Wood, AICP
Director of Planning & Development
City of North Myrtle Beach
1018 Second Avenue South
North Myrtle Beach, SC 29582

Re: TRC Response to Comments – Zoning Map Amendment Z-21-1, Grande Dunes Waterway Hills Village 238.74 Acres Located in North Myrtle Beach. Horry County. within The Parkway Group Planned Development District. and Specifically Identified as TMS# 155-00-01-001

Dear Mr. Wood,

This letter is in response to the Staff comments presented and discussed at the January 21, 2020 and January 28, 2021 Technical Review Committee ("TRC") meetings and comments from pre & post meetings with Staff. Each of Staffs comments are listed below with a response specifically addressing the items. Staff indicated support of responses from January 21, 2021 TRC meeting and the pre and post comments listed below of January 8, 2021 & January 27, 2021 respectively.

Public Works – January 21st Comments

Public Works is ok with the overall PDD amendment. Comments reserved for technical review of design plans.

Response: Noted

1. During design, please note the following:
 - a. Provide adequate width, unencumbered maintenance access easements for all ponds and canal ditches. Maintenance agreement will be required for all ponds, canal ditches and stormwater BMPs.
Response: Noted
 - b. Clarify Village Square/Boulevard Street tie-in at roundabout and driveway locations to lots 734 & 751.
Response: Noted, details for the driveways will be provided for the two lots in question during design and in an acceptable configuration to the Public Works Dept.

Zoning

No comments.

Building – January 28th Comment

1. Remove mention of how setbacks are measured on Page 58 of the Narrative.
Response: Removed.

Public Safety – January 21st Comments

2. Fire hydrants to be spaced at a maximum of 600 ft. along the roadway.
Response: Noted, all future Preliminary Plat areas shall have design plans complying with the 600' O.C. requirement.
3. Road widths to meet city standards.
Response: Noted
4. Provide plan label showing second fire accesses. Provide written description as to who will maintain this access prior to development of the adjacent subdivision (Coterra Chestnut Parcel).
Response: A note has been added to Page 97 of the Master Plan, Exhibit "E-1" showing the location of the fire access. A Maintenance Program has been outlined and included as Exhibit "B-6" on Page 85.

Planning – January 21st Comments

5. Number pages in PDD booklet.
Response: Page numbers have been added and the Table of Contents has been updated.
6. The Emergency Access Easement is very hard to read.
Response: Page 82 has been replaced with a clearer copy showing the easement details.
7. Appears the 100' Public Drainage Maintenance and Trail Easement has been dedicated with references to P.B. 278 at Pg. 297. Label this easement on the master plan.
Response: A note has been added to Page 97 the Master Plan Exhibit "E-1" showing the location of the easement is located.
8. Are executed and recorded versions of Plat and Combination Plat of 60.59 acres available? If so, please provide.
Response: These are not available at this time but will be provided to Staff as soon as available.

END OF TRC COMMENTS (See next page)

PRE-TRC REVIEW COMMENTS - Rucker Email to Nexen Pruet January 8th

1. Amenity Center –Submit the anticipated main front entry building elevation in color. Also show the building materials as callouts, if known.

Response: An additional exhibit has been added to accompany the conceptual Amenity site plan the new exhibit is listed as Exhibit “H-2” on Page 138.

2. Signage – If development names Grande Dunes North or Waterway Hills Village are subject to change, use “Placeholder” or “To Be Determined” on all sign exhibits with the preferred font style represented.

Response: Exhibits “E-13 & E-14” at Pages 122&123 have been revised removing the project name and replacing with representative font. Applicant is in the process of reviewing the community branding and marketing approach and will provide further detail when available.

POST-TRC REVIEW COMMENTS – Staff workshop January 27, 2021

1. Update Residential 50’ Typical Street Section and include in Pattern Book as an exhibit.
Response: We have added Exhibit E 11A at Page 120 to accurately depict the proposed conditions of driveway lengths and building setbacks under consideration.

2. Provide recorded Combination & Land Swap plat exhibits.

Response: Both plats have been added to the Legal Description section of the submission at Pages 10 & 13 respectively.

3. Revise Flexibility Statement contained in the Narrative to eliminate proposed changes.

Response: Proposed language has been eliminated.

Thank you for your continued support and assistance on this exciting project, please let us know if you have any questions regarding this Major amendment.

Sincerely,

Michael Walline

Michael Walline
Director of Real Estate Operations
Freehold Communities

January 7, 2021

Mr. James Wood, AICP
Director of Planning & Development
City of North Myrtle Beach
1018 Second Avenue South
North Myrtle Beach, SC 29582

Re: Grande Dunes Waterway Hills Village PDD Amendment 238.74 Acres Located in North Myrtle Beach, Horry County, within The Parkway Group Planned Development District, and Specifically Identified as TMS# 155-00-01-001

Dear Mr. Wood,

Please accept this letter and binder as our formal submission of revisions to the North Grande Dunes Waterway Hills Village PDD. The changes presented in this amendment are a product of months of review of the formerly approved plan identifying areas where changes will improve the plan but maintain the infrastructure that has already been installed at the site. The newly proposed Preliminary Master Plan maintains the alignment of the main boulevard as it currently traverses through the project but proposes four other notable changes to the community.

First the apartment site has been removed and single-family homes have been added to that area. Second the recreation facility area has been enlarged and moved to a location adjacent to the project entry for a more centralized and visual location in the plan. Third, at this point the 70-90 square foot single family custom home estate lots have been removed and replaced with 53-63-foot-wide single-family home lots which are in high demand and lastly the overall lot count has been materially reduced for the new site plan.

The Project Narrative in this binder has been amended to reflect these changes and any updated information is shown in blue for new text and replaced text is shown with strike throughs. All exhibits are dated in the lower right-hand corner and if an exhibit is being replaced by a new one a red X will appear on the old exhibit.

Thank you for your continued support and assistance on this exciting project, please let us know if you have any questions regarding this minor amendment.

Sincerely,
Freehold Communities

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The Exhibits Referenced Below Are Included in This Application Binder.		Page No.
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PROJECT DEVELOPER AND CONSULTANTS

The following is a list of the professional team that has been consulted and provided design and development expertise with respect to this application.

1. Developer
Freehold Communities
www.freeholdcommunities.com
2. Legal
Nexen Pruet, LLC
www.nexenpruet.com
3. Landscape Architect & Planner
Ervin Lovett Miller
www.elmpln.com
4. Civil Engineer
Development Resource Group, LLC
www.drgpllc.com
5. Wetlands Consultant
S&ME
www.smeinc.com
6. Traffic Engineer
Development Resource Group, LLC
www.drgpllc.com
7. Environmental Consultant
Spangler Environmental, Inc.
www.spanglerenvironmental.com

Project Legal Description

DATE:	August 25, 2015
DRAWN BY:	M.D.O.
CHECKED BY:	
SCALE:	1" = 200'
FILE:	15039

JOB No.	15039
REVISION	
DATE	

60.69 ACRE TAX PARCEL No. 155-00-01-025
 PLAT OF
 AS DESCRIBED IN DEED BOOK 3800 AT PAGE 1782
 DODD NICK THOMPSON
 NEAR THE CITY OF NORTH MYRTLE BEACH, Horry County, South Carolina
 PREPARED FOR
 NGD Property I LLC



ENGINEERING / PLANNING
 LAND SURVEYING
 2024 Corporate Center Drive
 Myrtle Beach, SC 29577
 Telephone: 843-682-9100
 www.castlesengineering.com

LINE #	DIRECTION	LENGTH
L1	N 08° 26' 24" W	137.16
L2	S 19° 55' 05" E	279.46
L3	S 65° 30' 14" W	100.86
L4	N 19° 52' 05" W	288.87
L5	N 08° 26' 24" W	220.05
L6	N 27° 50' 10" W	131.88
L7	N 47° 22' 21" E	64.98
L8	N 20° 52' 29" E	280.00
L9	N 83° 46' 29" E	132.00
L10	S 01° 52' 39" E	170.00
L11	S 16° 16' 39" E	174.00
L12	S 14° 56' 32" E	413.00
L13	N 11° 58' 31" W	328.00
L14	N 10° 13' 31" W	36.00
L15	S 08° 43' 31" E	124.00
L16	S 08° 43' 31" E	134.89
L17	N 82° 21' 32" W	176.28

CURVE #	CHORD	CHLENGTH	RADIUS	LENGTH	BETA
C1	N13°55'45"W	91.83	480.00	91.97	0107°58'41"
C2	N13°55'45"W	110.96	580.00	111.13	0107°58'41"
C3	S16°31'48"E	134.89	480.00	135.34	0149°09'10"



1. This survey was made in accordance with the requirements of the Statutes of the State of South Carolina, and the Surveyor is a duly Licensed Professional Engineer for a Class A survey as specified therein, and this is not a mobile measurement or projection other than this plan.

2. The undersigned hereby acknowledge that I am the owner of the property shown and described herein and that I have lawfully dedicated all items as specifically shown or indicated on said plat.

3. I hereby certify that the above is a true and correct copy of the original as shown to me by the owner of the property shown and described herein and that I have lawfully dedicated all items as specifically shown or indicated on said plat.

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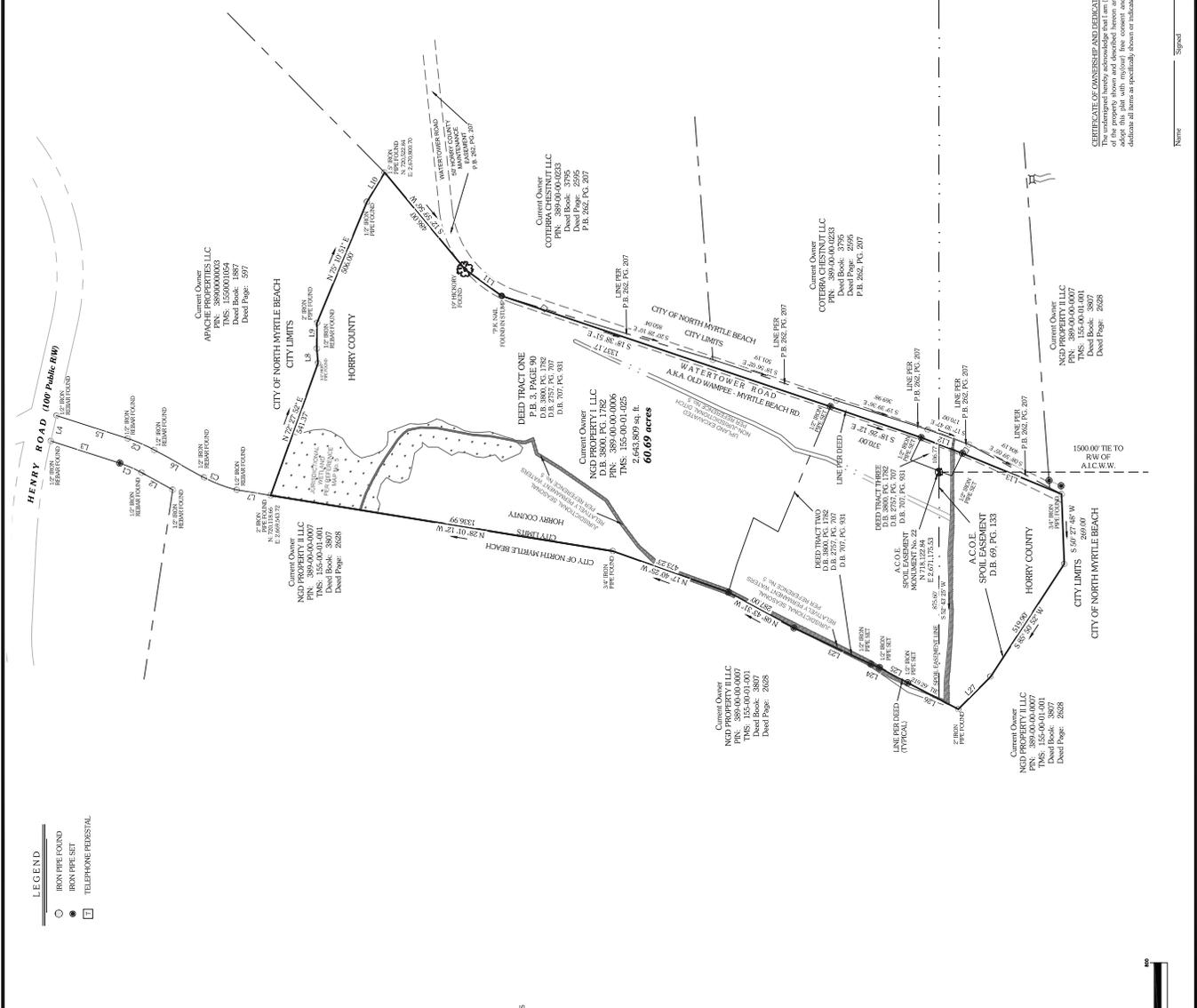
21. I hereby certify that the above is a true and correct copy of the original as shown to me by the owner of the property shown and described herein and that I have lawfully dedicated all items as specifically shown or indicated on said plat.

22. I hereby certify that the above is a true and correct copy of the original as shown to me by the owner of the property shown and described herein and that I have lawfully dedicated all items as specifically shown or indicated on said plat.

23. I hereby certify that the above is a true and correct copy of the original as shown to me by the owner of the property shown and described herein and that I have lawfully dedicated all items as specifically shown or indicated on said plat.

24. I hereby certify that the above is a true and correct copy of the original as shown to me by the owner of the property shown and described herein and that I have lawfully dedicated all items as specifically shown or indicated on said plat.

25. I hereby certify that the above is a true and correct copy of the original as shown to me by the owner of the property shown and described herein and that I have lawfully dedicated all items as specifically shown or indicated on said plat.



- NOTES:
1. TAX PARCEL: 155-00-01-025; PIN No. 380-00-00-006.
 2. OWNER OF RECORD: 600 Support Center Drive, Myrtle Beach, SC 29577.
 3. THIS PROPERTY AS LOCATED ON THIS PLAT IS UNDEVELOPED AND UNIMPROVED. THE SCALED FROM P.L.M. 4501-C, 504 H DATED AUG. 23, 1994. THIS PLAT IS A REVISION OF THE PREVIOUS PLAT AND IS SUBJECT TO ALL REVISIONS AND CORRECTIONS.
 4. DECLARATION IS MADE TO ORIGINAL PURCHASER OF THIS SURVEY, NO OTHER FACTS THAT AN ACCURATE AND CURRENT SURVEY OF THE PROPERTY AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO UNDERGROUND OR OVERHEAD UTILITIES OR FACILITIES ARE SHOWN OR INDICATED ON THIS PLAT. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF. NO ADJACENT SURVEYS ARE SHOWN OR INDICATED ON THIS PLAT.
 5. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS OR RESTRICTIONS.
 6. THIS PROPERTY TRANSFER FEED BOOK PAGE 1782.
 7. ALL CORNERS ARE SET AT ALL CORNERS UNLESS NOTED OTHERWISE.
 8. PLANE COORDINATE SYSTEM (NAD83) IS USED. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF. NO ADJACENT SURVEYS ARE SHOWN OR INDICATED ON THIS PLAT.
 9. LOCATED AT OWNERS REQUEST.

- REFERENCES:
1. COMPLETION OF 60.69 ACRES FOR CLOU W. CHESTNUT BY TERRY WATSON DATED MARCH 11, 1988.
 2. SURVEY OF THE APACHE TRACT FOR INTERNATIONAL PAPER REALTY CORP BY SURTECH DATED FEB. 17, 1994, AND RECORDED IN PLAT BOOK 18 AT PAGE 93.
 3. SURVEY OF THE APACHE TRACT FOR COURSE FOR MYRTLE BEACH NATIONAL GOLF CLUB INC BY SURTECH DATED JAN. 18, 1996.
 4. PLAT OF 3 TRACTS CONTAINING 155.85 ACRES FOR THE COTERRA COMPANIES BY DODD ENGINEERS DATED JULY 11, 2015.
 5. WETLAND SURVEY OF 62.54 ACRES ONE WATERCOURSE ROAD FOR WACAWAMA LAND AND TIMBER BY ROBERT A. WARNER AND ASSOC. DATED JULY 9, 2015.
 6. SURVEY OF 60.69 ACRES FOR CLOU W. CHESTNUT AND ASSOC. DATED OCT. 8, 2014 AND RECORDED IN PLAT BOOK 59 AT PAGE 246.

SPACE RESERVED FOR PLANNING APPROVAL ONLY



1500.00 TIE TO R/W OR A.C. W. W.



COMBINATION PLAT OF
60.69 ACRE PIN 389-00-006
AND 180.77 ACRE PIN 389-00-007
DODD, NICK THOMAS
CITY OF NORTH CAROLINA, SOUTH CAROLINA
PREPARED FOR
NGD Property I LLC & NGD Property II LLC

JOB No. 15039
DATE: August 25, 2015
DRAWN BY: M.D.O.
CHECKED BY: M.D.O.
SCALE: 1" = 200'
FILE: 15039

REVISION	DATE

Surveyor Certification

I hereby certify that this plat has been prepared in accordance with the survey laws in Division 4, Chapter 106, Article 1 of the Code of Laws for the State of Georgia, and that the survey was made in accordance with the requirements of the Standards of Practice for Land Surveyors as set forth in the Rules and Regulations of the Board of Surveying and Mapping for the State of Georgia. I am a duly Licensed Professional Engineer for a Class A survey as specified therein, and there are no visible encroachments or portions thereof shown hereon.

Name: _____
Signature: _____
Date: _____

Certificate of Ownership and Dedication

I, (We) hereby certify that (we) (We) are the owner(s) of the property shown and described herein and that I (We) hereby accept this plan of subdivision with my (our) free consent, and that I (We) agree to dedicate to the public the streets, alleys, walks, parks and other areas shown on this plan of subdivision, and to maintain and improve the same in accordance with the public use or purposes intended thereon.

Name: _____
Signature: _____
Date: _____

CHURVE TABLE

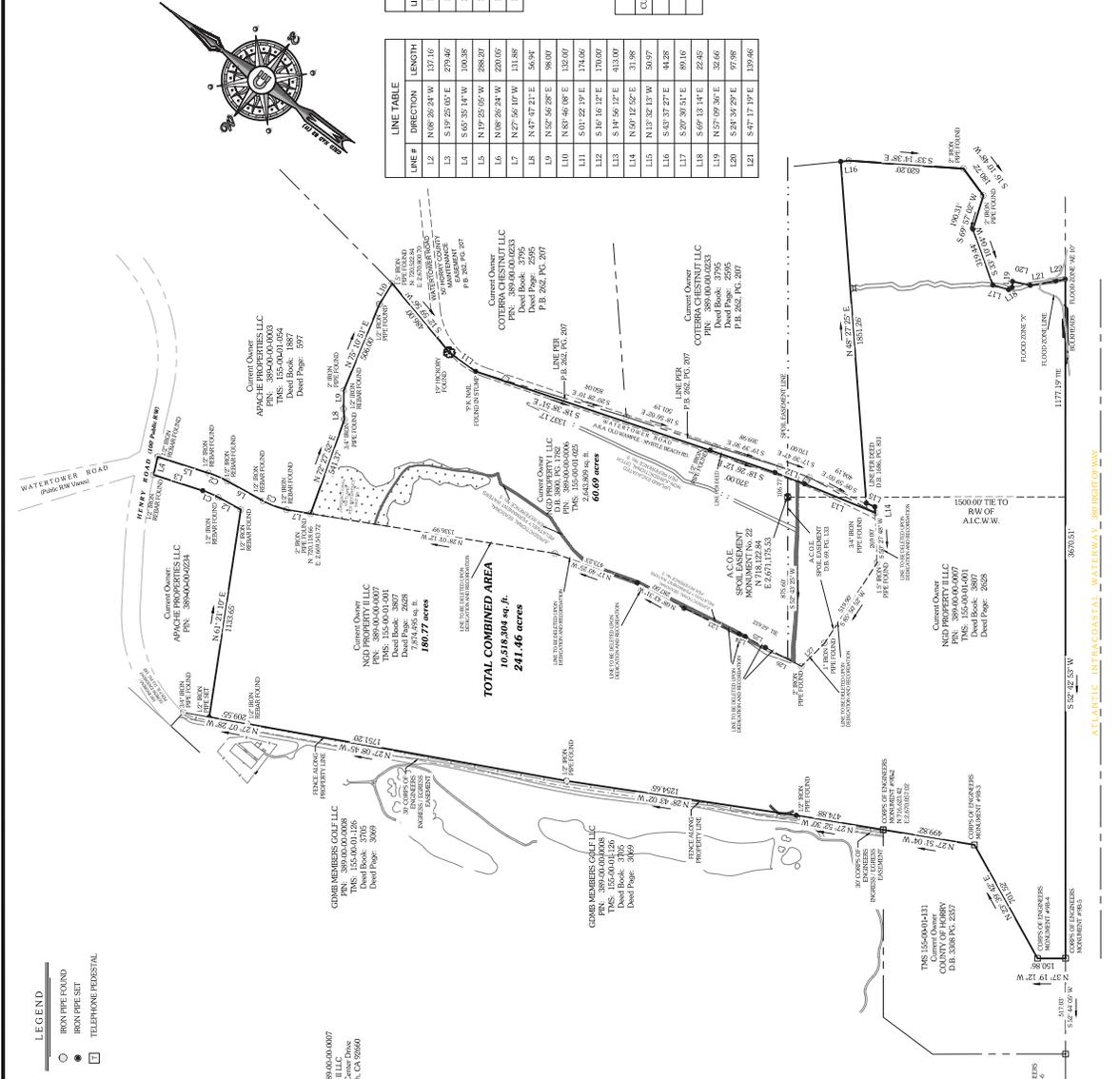
CURVE #	CHORD	CHORD LENGTH	RADIUS	ANGLE	DELTA
C1	N 82° 52' 45" W	91.83	480.00	99.97	00° 58' 41"
C2	N 82° 52' 45" W	110.96	560.00	111.13	00° 58' 41"
C3	S 16° 31' 00" E	134.87	480.00	135.34	00° 09' 09" 16"

LINE TABLE

LINE #	DIRECTION	LENGTH
L12	S 47° 17' 19" E	32.86
L23	N 11° 38' 31" W	355.00
L24	N 16° 12' 31" W	36.00
L25	N 69° 45' 39" W	158.00
L26	N 69° 45' 39" W	219.29
L27	N 82° 21' 32" W	176.79

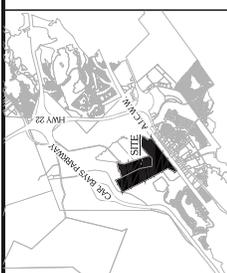
LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N 82° 24' 24" W	157.00
L3	S 19° 25' 05" E	279.46
L4	S 66° 55' 14" W	100.36
L5	N 19° 25' 05" W	288.37
L6	N 82° 24' 24" W	200.00
L7	N 27° 56' 10" W	131.86
L8	N 47° 12' 12" E	56.94
L9	N 52° 46' 29" E	96.80
L10	N 52° 46' 29" E	132.00
L11	S 01° 22' 19" E	174.66
L12	S 16° 31' 00" E	415.00
L13	S 16° 31' 00" E	170.00
L14	N 59° 12' 39" E	31.98
L15	N 61° 32' 13" W	50.97
L16	S 63° 37' 27" E	41.28
L17	S 69° 15' 15" E	69.19
L18	S 69° 15' 15" E	22.46
L19	S 69° 15' 15" E	30.46
L20	S 24° 34' 29" E	97.98
L21	S 47° 17' 19" E	139.66



LEGEND

- IRON PIPE FOUND
- IRON PIPE SET
- TELEPHONE FERRISAL



NOTES:

- TAX PARCEL: 155-00-01025 PIN No. 389-00-006; TAX PARCEL: 155-00-041 001 PIN No. 389-00-007
- OWNER OF RECORD: 680 Newport Center Drive, Newport Beach, CA 92660
- THIS PROPERTY IS LOCATED IN THE 600' WIDE CORNER DRIVE AND 10' AS SCALED FROM P.L.M. 4526-C, 56611 DATED AUG. 23, 1994.
- DETERMINATION OF FLOOD ZONE RELATED ISSUES, INSTITUTIONS OR SUBSEQUENT OWNERS.
- DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE PROPERTY THAT THIS SURVEY IS ONLY VALID IF PRINT OF SAME HAS ORIGINAL SIGNATURE OF SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR ENCUMBRANCES, EASEMENTS, INTERESTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT OR EXISTING SURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY, NO UNDERGROUND OR OVERHEAD CONDUITS OR FACILITIES ARE SHOWN OR INDICATED ON THIS SURVEY, AND NO ADJACENT STATE THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
- THIS PROPERTY IS SUBJECT TO ALL EASEMENTS OR RESTRICTIONS OF RECORD.
- LAST PROPERTY TRANSFER DEED BOOK 3800 PAGE 1782.
- LAST PROPERTY SET AT ALL CORNERS UNLESS NOTED OTHERWISE.
- 12" IRON PIPES SET AT ALL CORNERS UNLESS NOTED OTHERWISE.
- PLANE COORDINATE SYSTEM NAD83(2011). ALL DISTANCES SHOWN ARE HORIZONTAL ONLY. NO ADJACENT STATE LOCATED AT OWNERS REQUEST.

REFERENCES:

- COMBINATION PLAT OF 60.69 ACRES FOR GLOU W. CHESTNUT BY TERRY WATSON DATED MARCH 11, 1988.
- SURVEY OF THE APACHE TRACT FOR INTERNATIONAL PAPER REALTY CORP BY SURTECH DATED FEB. 17, 1994, AND RECORDED IN PLAT BOOK 184 AT PAGE 93.
- DEED FOR THE APACHE TRACT NATIONAL GOLF CLUB INC. BY SURTECH DATED JAN. 18, 1996.
- PLAT OF 3 TRACTS CONTAINING 155.85 ACRES FOR THE COTERRA COMPANIES BY DDC ENGINEERS DATED JULY 11, 2014.
- WELLS SURVEY OF 62.54 ACRES OF WATERPOWER ROAD FOR WACAWA LAND AND TIMBER BY ROBERT A. WARNER AND ASSOC. DATED RELY. 2015.
- DEED FOR THE 155-00-01025 PIN No. 389-00-006 AND 155-00-041 001 PIN No. 389-00-007 BY DDC ENGINEERS DATED OCT. 8, 2014 AND RECORDED IN PLAT BOOK 389 AT PAGE 206.

SPACE RESERVED FOR PLANNING APPROVAL ONLY



COPIES OF ENGINEERS DRAWINGS OF THIS SURVEY ARE AVAILABLE FOR REVIEW AT THE OFFICE OF THE ENGINEER AT THE FOLLOWING ADDRESS:

CASTLE ENGINEERING
2024 CORPORATE CENTER DRIVE
MABLETON, GA 30127
TEL: 770.486.8900
WWW.CASTLEENGINEERING.COM

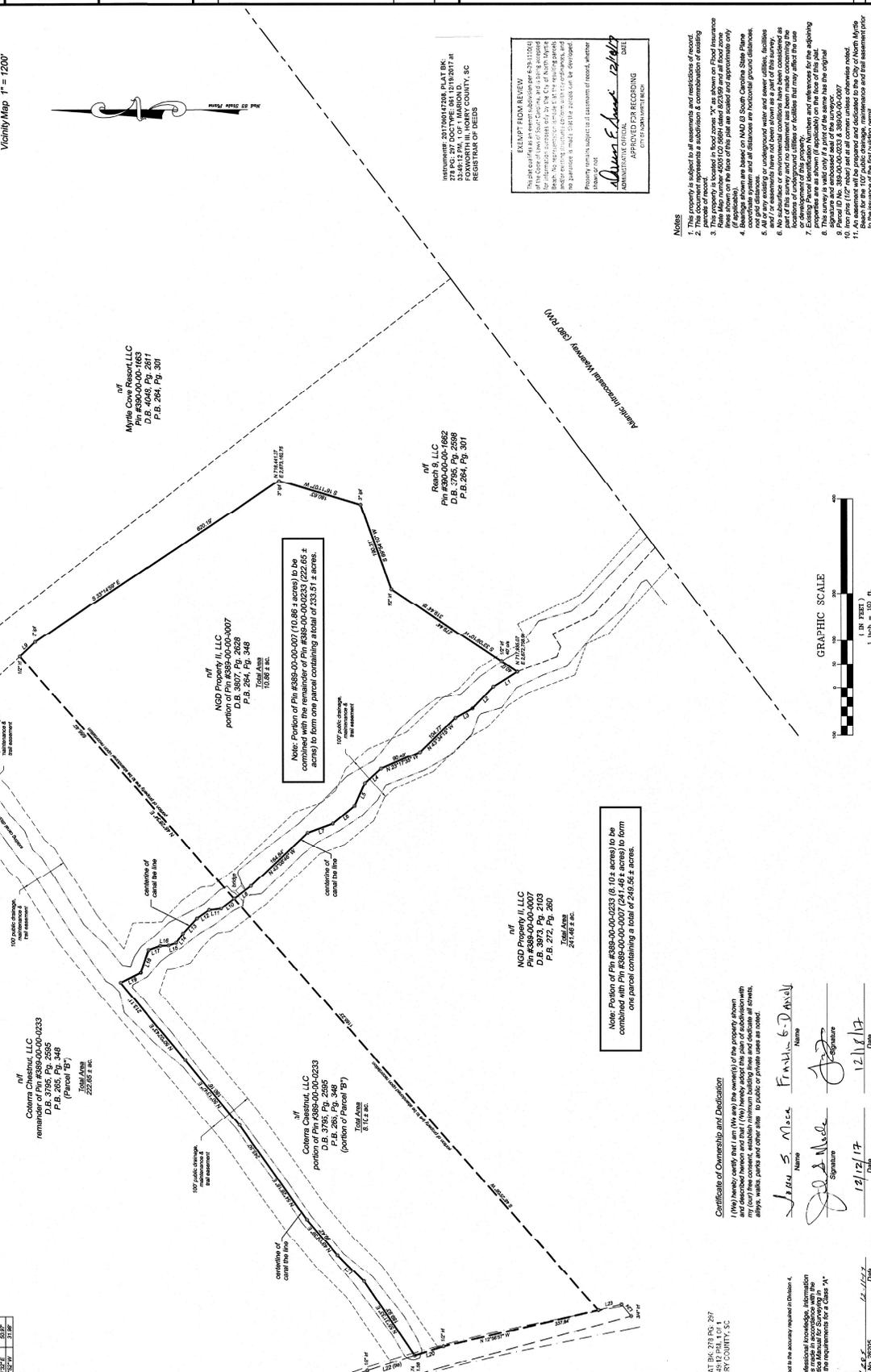


No.	Date	Revisions	By	City
1	1/28/17	Initial Property Lines, Update Acreage	DDC	NC

Prepared For: **Colerna Chestnut, LLC**
 Wilmington, NC 28403

Map of 2 Parcels Containing 18.96 ± Acres of Land
 City of North Myrtle Beach, Horry County, South Carolina

Exempt Subdivision & Combination Plat



Certificate of Non-Evaluation for Water and Sewer Availability

The property owner of record hereby acknowledges that the approved parties) and/or their agents have been provided with the opportunity to inspect the property and/or to request systems or provision of public water/sewer services. Recordation of this plat does not constitute a warranty of any kind, and the City of North Myrtle Beach and its agents and other third parties shown herein are not liable for any damages, including consequential damages, arising out of or from the use of the information provided herein. The City of North Myrtle Beach and its agents and other third parties shown herein are not liable for any damages, including consequential damages, arising out of or from the use of the information provided herein.

Property Owner Signature: *[Signature]* Date: 12/17/17

City of North Myrtle Beach Representative Signature: *[Signature]* Date: 12/17/17

Notes:

- This property is subject to all easements and restrictions of record.
- This document represents a subdivision and combination of existing lots.
- This property is located in flood zone "X" as shown on Flood Insurance Rate Maps (FIRM) published by the Federal Emergency Management Agency (FEMA). The flood zone information shown on the face of this plat is based on the most recent FIRM available and is for informational purposes only by the City of North Myrtle Beach. The City of North Myrtle Beach does not warrant the accuracy of the flood zone information shown on the face of this plat. Flood zone information is subject to change without notice and the City of North Myrtle Beach is not liable for any damages, including consequential damages, arising out of or from the use of the information provided herein.
- Building shown are based on MAG 03 South Carolina State Plane coordinate system and all distances are horizontal ground distances.
- All utility lines shown are based on the most recent utility maps available to the City of North Myrtle Beach. The City of North Myrtle Beach does not warrant the accuracy of the utility information shown on the face of this plat. Utility information is subject to change without notice and the City of North Myrtle Beach is not liable for any damages, including consequential damages, arising out of or from the use of the information provided herein.
- No subsurface or environmental conditions have been considered in the preparation of this plat. The City of North Myrtle Beach does not warrant the accuracy of the information shown on the face of this plat. Subsurface or environmental information is subject to change without notice and the City of North Myrtle Beach is not liable for any damages, including consequential damages, arising out of or from the use of the information provided herein.
- All distances shown are based on the most recent utility maps available to the City of North Myrtle Beach. The City of North Myrtle Beach does not warrant the accuracy of the utility information shown on the face of this plat. Utility information is subject to change without notice and the City of North Myrtle Beach is not liable for any damages, including consequential damages, arising out of or from the use of the information provided herein.
- All distances shown are based on the most recent utility maps available to the City of North Myrtle Beach. The City of North Myrtle Beach does not warrant the accuracy of the utility information shown on the face of this plat. Utility information is subject to change without notice and the City of North Myrtle Beach is not liable for any damages, including consequential damages, arising out of or from the use of the information provided herein.
- All distances shown are based on the most recent utility maps available to the City of North Myrtle Beach. The City of North Myrtle Beach does not warrant the accuracy of the utility information shown on the face of this plat. Utility information is subject to change without notice and the City of North Myrtle Beach is not liable for any damages, including consequential damages, arising out of or from the use of the information provided herein.
- All distances shown are based on the most recent utility maps available to the City of North Myrtle Beach. The City of North Myrtle Beach does not warrant the accuracy of the utility information shown on the face of this plat. Utility information is subject to change without notice and the City of North Myrtle Beach is not liable for any damages, including consequential damages, arising out of or from the use of the information provided herein.

Line	Length	Bearing	Area
L1	10.86	N 0° 00' 00" W	0.00
L2	10.86	N 0° 00' 00" W	0.00
L3	10.86	N 0° 00' 00" W	0.00
L4	10.86	N 0° 00' 00" W	0.00
L5	10.86	N 0° 00' 00" W	0.00
L6	10.86	N 0° 00' 00" W	0.00
L7	10.86	N 0° 00' 00" W	0.00
L8	10.86	N 0° 00' 00" W	0.00
L9	10.86	N 0° 00' 00" W	0.00
L10	10.86	N 0° 00' 00" W	0.00
L11	10.86	N 0° 00' 00" W	0.00
L12	10.86	N 0° 00' 00" W	0.00
L13	10.86	N 0° 00' 00" W	0.00
L14	10.86	N 0° 00' 00" W	0.00
L15	10.86	N 0° 00' 00" W	0.00
L16	10.86	N 0° 00' 00" W	0.00
L17	10.86	N 0° 00' 00" W	0.00
L18	10.86	N 0° 00' 00" W	0.00
L19	10.86	N 0° 00' 00" W	0.00
L20	10.86	N 0° 00' 00" W	0.00
L21	10.86	N 0° 00' 00" W	0.00
L22	10.86	N 0° 00' 00" W	0.00
L23	10.86	N 0° 00' 00" W	0.00
L24	10.86	N 0° 00' 00" W	0.00
L25	10.86	N 0° 00' 00" W	0.00
L26	10.86	N 0° 00' 00" W	0.00
L27	10.86	N 0° 00' 00" W	0.00
L28	10.86	N 0° 00' 00" W	0.00
L29	10.86	N 0° 00' 00" W	0.00
L30	10.86	N 0° 00' 00" W	0.00

Surveyors Certification

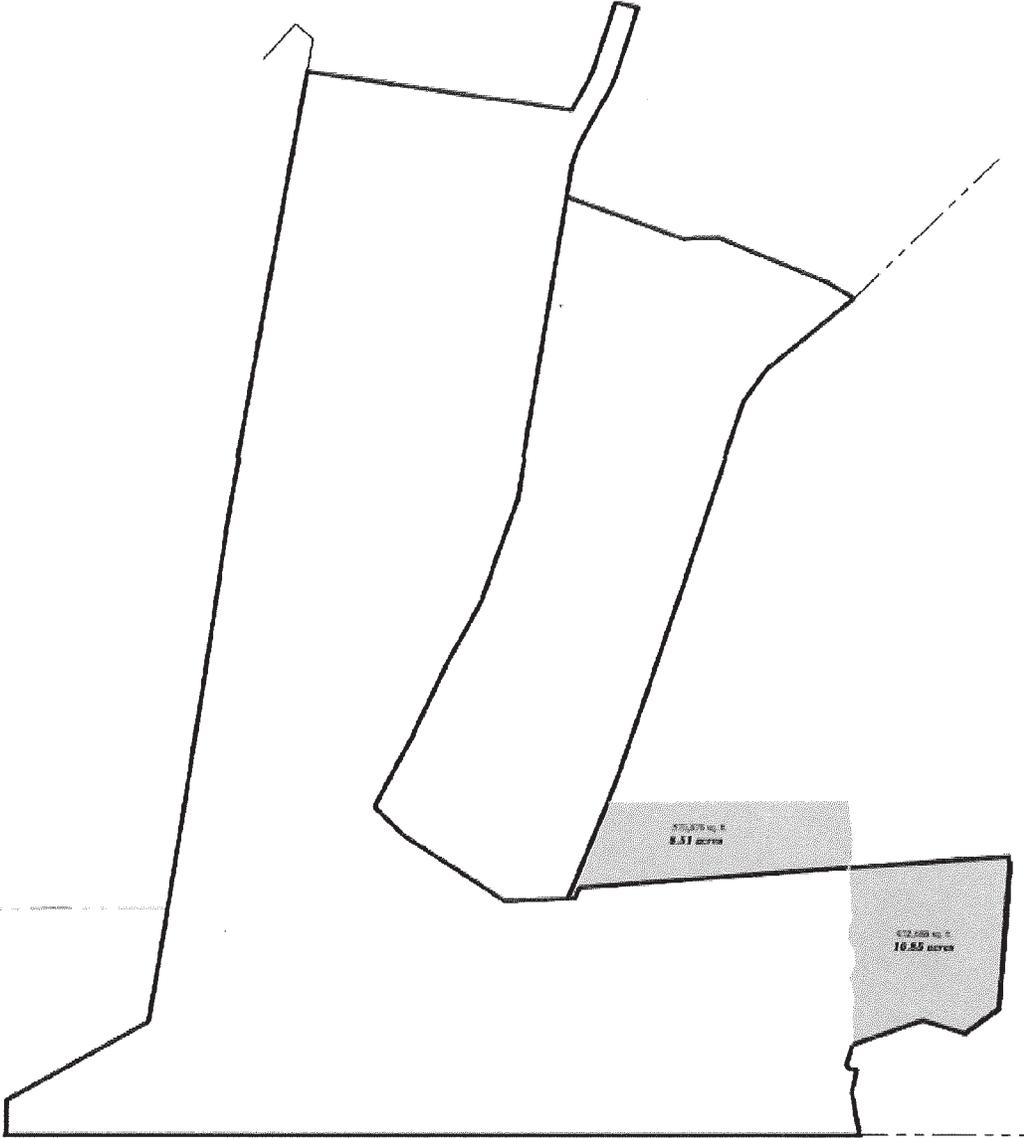
I, the undersigned, certify that I am a duly licensed and qualified surveyor in the State of South Carolina and that I have personally supervised the survey and the preparation of this plat. I hereby state that to the best of my professional knowledge, information and belief, the information shown on the face of this plat is true and correct and that I am not aware of any facts or circumstances which would render the information shown on the face of this plat false or misleading. I have read the requirements of the "Minimum Standards Manual for Surveying in South Carolina" and I certify that the information shown on the face of this plat meets or exceeds the requirements for a Class "A" plat of subdivision.

Surveyor Signature: *[Signature]* Date: 12/17/17

City of North Myrtle Beach Representative Signature: *[Signature]* Date: 12/17/17

EXHIBIT "C"

Depiction of Exchange Acreage



Please Return To:
The Bellamy Law Firm
1000 29th Avenue, P.O. Box 357
Myrtle Beach, South Carolina 29578
Attn: APM

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

DEED TO REAL ESTATE

THIS DEED is made the day hereinbelow stated, by and between **Loy-Sue C. Wilson and Connie C. Williams** hereinafter called GRANTOR, which expression shall include his, her or their heirs and assigns, and/or its successors and assigns, wherever the context so requires, or admits, of the one part, and **NGD Property I LLC** whose address is **650 Newport Center Drive, Newport Beach, CA 92660**, hereinafter called GRANTEE, which expression shall include his, her or their heirs and assigns, and/or its successors and assigns, forever, wherever the context so requires or admits, of the other part; and in this agreement, the singular shall include the plural, and the plural shall include the singular, and one gender shall include all genders.

KNOW ALL MEN BY THESE PRESENTS, that GRANTOR, for and in consideration of the sum of **One Million Eight Hundred Thousand and No/100 (\$1,800,000.0) DOLLARS**, paid to GRANTOR, by GRANTEE, in the State aforesaid, the receipt whereof is hereby acknowledged, subject to any matters and reservations set forth on **Exhibit "B"**, attached hereto, has bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said GRANTEE, the following described property, located in Horry County, South Carolina, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

TMS #: 155-00-01-025

**TAX NOTICE ADDRESS: 650 Newport Center Drive
Newport Beach, CA 92660**

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto said GRANTEE.

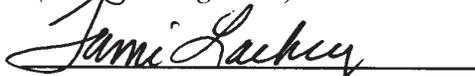
AND the said GRANTOR does hereby bind itself, its heirs, successors and assigns, to warrant and forever defend all and singular the said premises unto the said GRANTEE, as hereinabove provided, against itself and its heirs, successors and all other persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, the GRANTOR, by and through its duly authorized officer(s), has caused these presents to be signed and sealed this 20th day of February, in the year 2015.

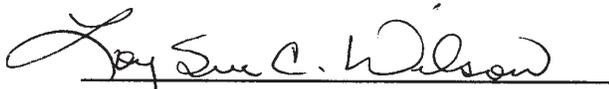
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



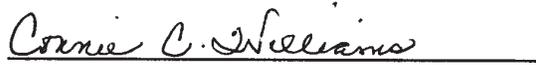
(#1 witness sign here)



(Notary sign as #2 witness)



Loy-Sue C. Wilson



Connie C. Williams

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

I, the undersigned notary, do hereby certify that the above subscribed Grantors, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 20th day of February, 2015.

Jamie Lackey

Notary Public for the State of South Carolina

My Commission Expires: _____

(Seal)



EXHIBIT "A"

Legal Description of Property

TRACT ONE:

ALL AND SINGULAR, all that certain tract of land situate in Dogwood Neck Township, Horry County, South Carolina, containing 44 ACRES, more or less, and more particularly shown on a map of Myrtle Beach Aerial Gunnery and Bombing Range recorded in Plat Book 3, at Page 90, records of Horry County, South Carolina.

TRACT TWO:

ALL AND SINGULAR, all that certain tract of land situate in Dogwood Neck Township, Horry County, South Carolina containing 20.4 ACRES, more or less, as shown by map of survey by J.C. Causey, dated January 24, 1950, and bounding and described as follows:

BEGINNING at Stake N #2250 on the West side of the Old Wampee and Myrtle Beach Road at the corner of lands formerly owned by D.D. Edge Estate, and runs South 54 deg. And 15 min. West 269 feet to Stake N #2249; thence due West 520 feet to Stake #2248 in ditch; thence continuing with said ditch North 79 deg. West 176 feet to Stake N #2247 at corner of ditch; thence with ditch the following courses and distances: North 5 deg. And 55 min. West 219 feet to Poplar 3MN; thence North 5 deg. West 124 feet to a point; thence North 12 deg. and 30 min. West 36 feet to an Oak 3MN; thence North 8 deg. And 15 min. West 328 feet to intersection of ditch; thence North 5 deg. West 287 feet to Cherry O #2246 at corner of ditch; thence North 74 deg. And 30 min. East 118 to a point; thence North 76 deg. And 5 min. East 191 feet to Stake N. #2245 at corner of ditch; thence North 79 deg. And 5 min. East 525 feet to Stake N 2253 on the Old Wampee and Myrtle Beach Road; thence South 14 deg. And 25 min. East with the said road 370 feet to Stake N #2252; thence South 82 deg. And 10 min. West 95 feet to Stake O #2243; thence South 12 deg. And 15 min. East 170 feet to Pipe N in canal; thence North 82 deg. And 10 min. East 95 feet to Stake N. #2251 on the aforementioned road; thence South 10 deg. And 55 min. East 413 fee to the beginning point.

BOUNDED on the North by Sam Watson; on the East by Sam Watson, the Wampee and Myrtle Beach Road, and Joe Chestnut; on the South by Joe Chestnut and formerly the D.D. Edge Estate, and on the West by the D.D. Edge Estate.

TRACT THREE:

ALL AND SINGULAR that certain tract or land situate in Dogwood Neck Township, Horry County, South Carolina, containing one-half (1/2) ACRE, more or less, described as follows:

BEGINNING at Stake No. 2251, being the Southeast corner of tract herein conveyed and runs South 82 deg. 10 min. West 95 feet to Pipe O; thence North 12 deg. 15 min. West 170 feet to Stake #2243; thence North 82 deg. 10 min. East 95 feet to Stake #2252; thence South 12 deg. 15 min. East 170 feet to the beginning corner.

BOUNDED on the North, South and West by Tract No. 2 of this conveyance and on the East by J.B. Chestnut.

This being the same property conveyed to Loy-Sue C. Wilson and Connie C. Williams by Deed of Cleo W. Chestnut, dated July 6, 2004, and recorded on July 7, 2004, in Deed Book 2757, at Page 0707, in the Office of the Register of Deeds for Horry County, South Carolina.

TMS#: 155-00-01-025

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. Any encroachment, encumbrance, violation or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
2. Taxes and assessments for the year 2015, and subsequent years, which are a lien but are not yet due and payable.
3. Terms and conditions of restrictions included in Quit-Claim Deed to Burroughs and Collins Company from the United States of America, dated September 23, 1949, and recorded on September 29, 1949, in the Office of the Register of Deeds for Horry County in Book 69, at Page 133.

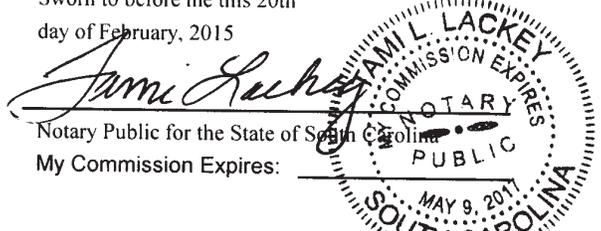
STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 60.83 Acres in Dogwood Neck Township, bearing Horry County Tax Map Number 155-00-01-025, was transferred by Loy-Sue C. Wilson and Connie C. Williams to NGD Property I LLC, on February 20, 2015.
3. Check one of the following: The deed is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ exempt from the deed recording fee because (See Information section of affidavit): _____
(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit).
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):
 - (a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of
 \$1,800,000.00
 - (b) _____ The fee is computed on the fair market value of the realty which is _____
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is: _____
5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$1,800,000.00
 - (b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here)
 - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$1,800,000.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is:
 \$6,660.00
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:
 Grantor
9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me this 20th day of February, 2015



Responsible Person Connected with the Transaction
 Loy-Sue C. Wilson
 Loy-Sue C. Wilson
 Connie C. Williams
 Connie C. Williams

APM

SP FROM 38900000005
ADD TO 38900000007

LIMITED WARRANTY DEED

Deed Prepared by:

C. Winfield Johnson III
PO Box 357
Myrtle Beach, SC
29578

GRANTEE'S ADDRESS FOR REAL ESTATE TAX NOTICE PURPOSES:
NGD Property II LLC 840 Newport Center Drive,
Newport Beach, CA 92660, Attention: Legal Department

STATE OF SOUTH CAROLINA)

TITLE TO REAL ESTATE

COUNTY OF HORRY)

LIMITED WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that J.W. Holliday Family, LLC, a South Carolina limited liability company, CW Hills, LLC, a South Carolina limited liability company, RW Hills, LLC, a South Carolina limited liability company, and MB National Joint Venture, LLC, a South Carolina limited liability company (collectively, "Grantor"), in consideration of Sixteen Million and No/100 Dollars (\$16,000,000.00) to Grantor in hand paid by **NGD Property II LLC**, a Delaware limited liability company (hereinafter, "Grantee"), and other valuable consideration, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, subject only to the exceptions and restrictions listed on EXHIBIT B attached hereto and incorporated herein by this reference (collectively, the "Exceptions")

unto Grantee, subject to the Exceptions, its successors and assigns, forever, its entire right, title and interest in and to the following described property:

THIS CONVEYANCE IS MADE SUBJECT TO THE EXCEPTIONS

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE (HEREINAFTER, THE "PREMISES").

TOGETHER with, subject to the Exceptions, all and singular, the rights, members, appurtenances, easements, benefits, privileges, tenements, hereditaments and interests appurtenant thereto, belonging or in anywise incident or appertaining, and all right, title and interest of Grantor, if

any, in and to all strips and gores and any land lying in the bed of any street, right-of-way, road or alley, open or proposed, adjoining thereto.

TO HAVE AND TO HOLD, subject to the Exceptions, all and singular the Premises, subject to the Exceptions, unto the Grantee, its successors and assigns, forever.

And Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the Premises, subject to the Exceptions, unto the Grantee, its successors and assigns, against Grantor and against all persons lawfully claiming or to claim the same, or any part thereof, by, under or through the Grantor and no others.

[Signature Page to Follow.]

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All and singular, all that certain piece, parcel or lot of land, situate, lying and being in Horry County, South Carolina, containing 180.85 +/- acres, more or less, being shown and described as "Marjorie R. Holliday Trustee, et. al. TMS #155-00-01-001" on that certain plat prepared for MB National Joint Venture, LLC, RW Hills, LLC, et.al. by DDC Engineers, dated October 18, 2014 and recorded February 5, 2015 in Plat Book 264 at Page 348, Horry County land records. Reference to said Plat is hereby created for a metes and bounds description of the property. Said Plat is specifically incorporated herein by reference and a draft of the same is attached hereto.

This being all or portions of the Property conveyed to the Grantor by the following: (a) Deed of Myrtle Beach National Company, successor by name change to Myrtle Beach National Golf Club, Inc. conveying a one-half (1/2) undivided interest to MB National Joint Venture, LLC, dated February 23, 2012, recorded March 1, 2012, in Deed Book 3571 at Page 200, in the land records of Horry County, South Carolina; and (b) Deed of J. William F. Holliday, Betty Tull Holliday McLeod and Judson J. Holliday, conveying a ¼ undivided interest to J. W. Holiday Family, LLC, dated September 16, 2005, recorded September 19, 2005, in Deed Book 2979 at Page 36, in the land records of Horry County, South Carolina; and (c) Deed of Christian M. Holliday Douglas conveying a one-eighth undivided interest to CW Hills, LLC dated September 23, 2005, recorded September 23, 2005, in Deed Book 2982 at Page 310; and (d) Deed of M. Russell Holliday, Jr. conveying a one-eighth undivided interest to RW Hills, LLC, dated September 23, 2005, recorded September 23, 2005, in Deed Book 2982 at Page 310, in the land records of Horry County; and (e) Deed of Apache Properties, LLC to Grantors dated October 3, 2014 and recorded in Deed Book 3807 at Page 259.3

TMS# 155-00-01-001 / PIN# 38900000007 and portion of TMS # 155-00-01-054 /PIN # 38900000003

EXHIBIT B

EXCEPTIONS

1. Taxes and assessments for the year 2015, and subsequent years, which are a lien but are not yet due and payable.
2. Terms, covenants, conditions and restrictions set forth in that certain Declaration of Restrictive Covenant by and between Apache Properties, LLC, Henry Road West, LLC, Reach 9, LLC, Myrtle Beach National Company, JW Holliday Family, LLC, RW Hills, LLC and CW Hills, LLC, Declarants, and Parkway Group, LLC effective as of September 29, 2005 and recorded October 7, 2005 in the Office of the Register of Deeds for Horry County, South Carolina in Book 2991, at Page 764.
3. Terms, conditions and restrictions set forth in that certain Master Development Agreement by and between City of North Myrtle Beach, South Carolina, Reach 9, LLC, Apache Properties, LLC, RW Hills, LLC, CW Hills, LLC, JW Holliday Family, LLC and Myrtle Beach National Company (collectively "Waterway Hills"); Henry Road West, LLC, Sea Shore Farms, LLC and LL Chestnut, LLC dated January 9, 2009 and recorded January 20, 2009 in the Office of the Register of Deeds for Horry County, South Carolina in Book 3382, at page 3357; and re-recorded January 22, 2009 in said Office in Book 3383, at Page 1662.
4. Encroachment Permit and Agreement for Water Service (TMS #155-00-01-001) between MB National Joint Venture, LLC and National Golf Management, LLC (collectively Owners) and Grand Strand Water and Sewer Authority dated August 7, 2012 and recorded September 19, 2012 in the Office of the Register of Deeds for Horry County, South Carolina in Book 3608, at Page 500.
5. Ingress/Egress Easement and Agreement, dated October 4, 2005, granted by Apache Properties, LLC in favor of Myrtle Beach National Company, CW Hills, LLC, RW Hills, LLC and JW Holliday Family, LLC recorded October 5, 2005 in the Office of the Register of Deeds for Horry County, South Carolina in Book 2989, at Page 689.
6. Road Right-of-Way Easement granted unto International Paper Company by Skyway Golf Club, Inc., dated June 20, 1972, and recorded in the Office of the Register of Deeds for Horry County, South Carolina in Book 472, at Page 580.
7. Easements and Restrictions included in Deed recorded in the Office of the Register of Deeds for Horry County, South Carolina, in Book 472, at Page 575.
8. This policy affords assurance as to the location of the boundary lines of subject property, but does not insure the engineering calculations in computing the exact amount of acreage contained therein.
9. All riparian rights incident to the insured premises.

10. Jurisdiction of the U.S. Corps of Engineers with respect to any portion of the property which may constitute wetlands or marshlands or navigable waters, and any regulations imposed on the insured premises by the Coastal Division of DHEC and/or the Water Resources Division of the Department of Natural Resources.

11. This policy does not insure any portion of the subject property which consists of accreted lands.

12. Title to that portion of the property which is or may be filled-in land, or which is or has been under water.

13. Title to any portion of the subject property lying below the mean high water mark of abutting Title Waters.

14. Any and all rights of the United States of America over navigable waters crossing or adjoining the property, arising by reason of the United States of America's control over navigable waters in the interest of navigation and commerce.

15. Encroachments, overlaps, deficiency in quantity of land, unrecorded easements, roadways, boundary line disputes, access, matters not of record, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

16. Easement reserved in that certain deed from Apache Properties, LLC to the Grantors herein dated October 3, 2014 and recorded simultaneously herewith.

17. All matters of record existing as of the date of the date hereof.

STATE OF SOUTH CAROLINA)
) AFFIDAVIT
COUNTY OF HORRY

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at _____, bearing Horry County Tax Map Number 155-00-01-001 / PIN# 38900000007 and portion of TMS # 155-00-01-054 /PIN # 38900000003, was transferred by J.W. Holliday Family, LLC, a, CW Hills, LLC, RW Hills, LLC, and MB National Joint Venture, LLC to NGD Property II LLC on March __, 2015.
3. Check one of the following: The deed is
 - (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ exempt from the deed recording fee because (See Information section of affidavit): _____
(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit).
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):
 - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of
\$16,000,000.00
 - (b) _____ The fee is computed on the fair market value of the realty which is _____
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is:

5. Check Yes _____ or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____
6. The deed recording fee is computed as follows:

(a)	Place the amount listed in item 4 above here:	\$16,000,000.00
(b)	Place the amount listed in item 5 above here: (If no amount is listed, place zero here)	0
(c)	Subtract Line 6(b) from Line 6(a) and place result here:	\$16,000,000.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is:
\$59,200.00

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:
Attorney for Grantor

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me this 24th
day of March, 2015.

[Signature]

Notary Public for the State of _____
My Commission Expires: _____



[Signature]
C. Winfield Johnson, III

Print or Type Name Here

Print or Type Name Here

NEXSEN | PRUET

CLOSING BINDER

NGD Property II LLC

and

Coterra Chestnut, LLC

LAND SWAP Closing Date: December 22, 2017

Properties:

**NGD Exchange Parcel 10.86 Acres
Portion of PIN 389-00-00-0007**

**Coterra Exchange Parcel 8.12 Acres
Portion of PIN 389-00-00-0233**

NEXSEN PRUET, LLC
1101 Johnson Avenue, Suite 300
Myrtle Beach, SC 29577
(843)213.5400 • FAX (843)213.5419
www.nexsenpruet.com

Contact: David C. Slough, Esquire
(843)213.5411
dslough@nexsenpruet.com

C/M##053399-00007
NPMB1:286857.1

TABLE OF CONTENTS

LAND SWAP

CLOSING DATE: December 22, 2017

**NGD Exchange Parcel 10.86 Acres
Portion of PIN 389-00-00-0007**

**Coterra Exchange Parcel 8.12 Acres
Portion of PIN 389-00-00-0233**

DOCUMENT

TAB

Special Warranty Deed – Coterra to NGD Property II2
Special Warranty Deed – NGD Property II to Coterra3

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed to be executed as of the day and year first above written.

Signed, Sealed and Delivered in the Presence:

COTERRA CHESTNUT, LLC, a South Carolina limited liability company

By: Coterra MB, LLC, a North Carolina limited liability company, its Manager

Kelsea Meadows
Name: Kelsea Meadows

By: [Signature]
Donna M. Cote, its Manager

[Signature]
Name: Bridget Allen

STATE OF North Carolina)
COUNTY OF New Hanover)

ACKNOWLEDGEMENT

PERSONALLY appeared before me the Grantor above-named by Donna M. Cote, as Manager of Coterra MB, LLC, Manager of COTERRA CHESTNUT, LLC, and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of Grantor.

Witness my hand and seal this 21 day of December, 2017.

Deborah Kandare (SEAL)
Name: Deborah Kandare
Notary Public for New Hanover County
My Commission Expires: 4/22/2022



STATE OF SOUTH CAROLINA)
COUNTY OF HORRY) **AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS**

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property identified as an 8.10 Acre parcel being a portion of the property bearing Horry County PIN Number 389-00-00-0233, was transferred by **COTERRA CHESTNUT, LLC** to **NGD PROPERTY II, LLC**, on December _____, 2017.
3. Check one of the following: The deed is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) X subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ exempt from the deed recording fee because (See Information section of affidavit): _____
(If exempt, please skip items 4-7, and go to item 8 of this affidavit)

If exempt under the exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this affidavit):
 - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$714,560.00.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes _____ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes" the amount of the outstanding balance of this lien or encumbrance is : _____.

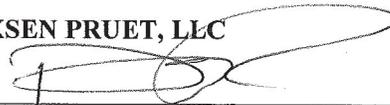
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$ 714,560.00
 - (b) Place the amount listed in item 5 above here: \$ _____ 0.00
(If no amount is listed, place zero here.)
 - (d) Subtract Line 6(b) from Line 6(a) and place result here: \$ 714,560.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$2,643.88.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney for Grantee.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

NEXSEN PRUET, LLC

By: 

David C. Slough, for the Firm

SWORN to before me this 27 day of December, 2017

Notary Public for Nancy E. Rehm

My Commission Expires: 6/22/21

NANCY E. Rehm

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty". Consideration paid or to be paid in money's worth includes, but it not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of;
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 30;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent partnership to the continuing or new partnership; and
- (11) transferring realty in a merger or consolidation from a constituent corporation to the continuing or new corporation;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791 (a) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

EXHIBIT "A"

(Property Description)

ALL that certain piece, parcel or tract of land situate, lying and being in the City of North Myrtle Beach, County of Horry, State of South Carolina, and being shown and delineated as **PORTION OF PARCEL B, TOTAL AREA 8.10 +/- AC.**, on a plat entitled "**MAP OF 2 PARCELS CONTAINING 18.96 +/- ACRES OF LAND, CITY OF NORTH MYRTLE BEACH, HORRY COUNTY, SOUTH CAROLINA, EXEMPT SUBDIVISION & COMBINATION PLAT**" prepared for Coterra Chestnut, LLC, by DDC Engineers, dated December 22, 2016, revised November 29, 2017, and recorded December 19, 2017 in Plat Book 278 at Page 297, public records of Horry County, South Carolina ; having the boundaries and measurements as set forth on said plat, reference being craved thereto as often as is necessary for a more complete and accurate legal description.

DERIVATION: This being a portion of the property conveyed to Coterra Chestnut, LLC by Deed of JB Chestnut Limited Liability Company recorded July 21, 2014 in Deed Book 3749 at Page 1624, in the Office of the Register of Deeds for Horry County, South Carolina.

PIN No.: Portion of 389-00-00-0233

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, executed as of the 20th day of December, 2017 by NGD PROPERTY II LLC, a Delaware limited liability company (hereinafter referred to as “Grantor”), to COTERRA CHESTNUT, LLC, a South Carolina limited liability company (hereinafter referred to as “Grantee”), whose mailing address is c/o Coterra Capital, LLC, 1712 Eastwood Road, Suite 203, Wilmington, North Carolina 28403.

WITNESSETH:

IN CONSIDERATION of the sum of **FIVE AND NO/100 (\$5.00) DOLLARS** and other valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, Grantor has granted, bargained, sold and released, and by this Deed grants, bargains, sells and releases, subject to the easements, restrictions, covenants, reservations and conditions referenced specifically or generally below, to Grantee, its successors and assigns, the following real property:

SEE ATTACHED EXHIBIT A ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto;

TO HAVE AND TO HOLD all and singular said property unto Grantee, its successors and assigns, forever.

SUBJECT TO all matters of record, Grantor covenants to warrant and forever defend all and singular said property unto Grantee, its successors and assigns, from and against Grantor, its successors and no further.

Instrument#: 2017000149149, DEED BK: 4069
PG: 2038 DOCTYPE: 001 12/27/2017 at
02:40:52 PM, 1 OF 4 COUNTY STAMPS:
\$786.50 STATE STAMPS: \$1859.00 MARION
D. FOXWORTH III, HORRY COUNTY, SC
REGISTRAR OF DEEDS

EXHIBIT "A"

(Property Description)

ALL that certain piece, parcel or tract of land situate, lying and being in the City of North Myrtle Beach, County of Horry, State of South Carolina, and being shown and delineated as **TOTAL AREA 10.86 +/- AC.**, on a plat entitled "**MAP OF 2 PARCELS CONTAINING 18.96 +/- ACRES OF LAND, CITY OF NORTH MYRTLE BEACH, HORRY COUNTY, SOUTH CAROLINA, EXEMPT SUBDIVISION & COMBINATION PLAT**" prepared for Coterra Chestnut, LLC, by DDC Engineers, dated December 22, 2016 and revised November 29, 2017 and recorded December 19, 2017 in Plat Book 278 at Page 297, public records of Horry County, South Carolina ; having the boundaries and measurements as set forth on said plat, reference being craved thereto as often as is necessary for a more complete and accurate legal description.

DERIVATION: Limited Warranty Deed to NGD Property II, LLC, a Delaware limited liability company, from J.W. Holliday Family, LLC, a South Carolina limited liability company, CW Hills, LLC, a South Carolina limited liability company, RW Hills, LLC, a South Carolina limited liability company, and MB National Joint Venture, LLC, a South Carolina limited liability company dated March 20, 2015 and recorded March 24, 2015 in the Office of the Register of Deeds for Horry County, South Carolina in Book 3807, at page 2628.

PIN No.: Portion of 389-00-00-0007

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

- 1. I have read the information on this affidavit and I understand such information.
- 2. The property being transferred is 10.86 acres and located in the City of Myrtle Beach bearing Horry County Pin No. 389-00-00-0007 (a portion) and was transferred by NGD Property II LLC to Coterra Chestnut LLC on December 20, 2017.

3. Check one of the following: The deed is

- (a) XXXX subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) _____ exempt from the deed recording fee because (See Information section of affidavit);

(If exempt, please skip items 4 – 7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

- (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$_____.
- (b) XXX The fee is computed on the fair market value of the realty which is \$714,560.00.
- (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$_____.

5. Check Yes _____ or NO XXXX to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes" the amount of the outstanding balance of this lien or encumbrance is: _____.

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$714,560.00
- (b) Place the amount listed in item 5 above here: \$0.00
(If no amount is listed, place zero here.)
- (c) Subtract line 6(b) from Line 6(a) and place result here: \$714,560.00

7. The deed recording fee due is based on the amount listed on Line6(c) above and the deed recording fee due is: \$2,643.88.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

NGD PROPERTY II LLC,
a Delaware limited liability company

By: [Signature]
Steven J. Vining
Its: Operating Member Representative

SWORN to before me this 20 day
of December, 2017

[Signature]
Notary Public for North Carolina
My Commission Expires: 2-8-2019

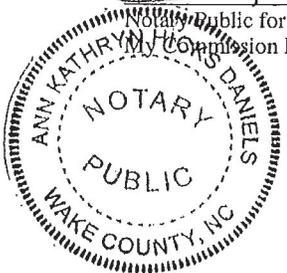
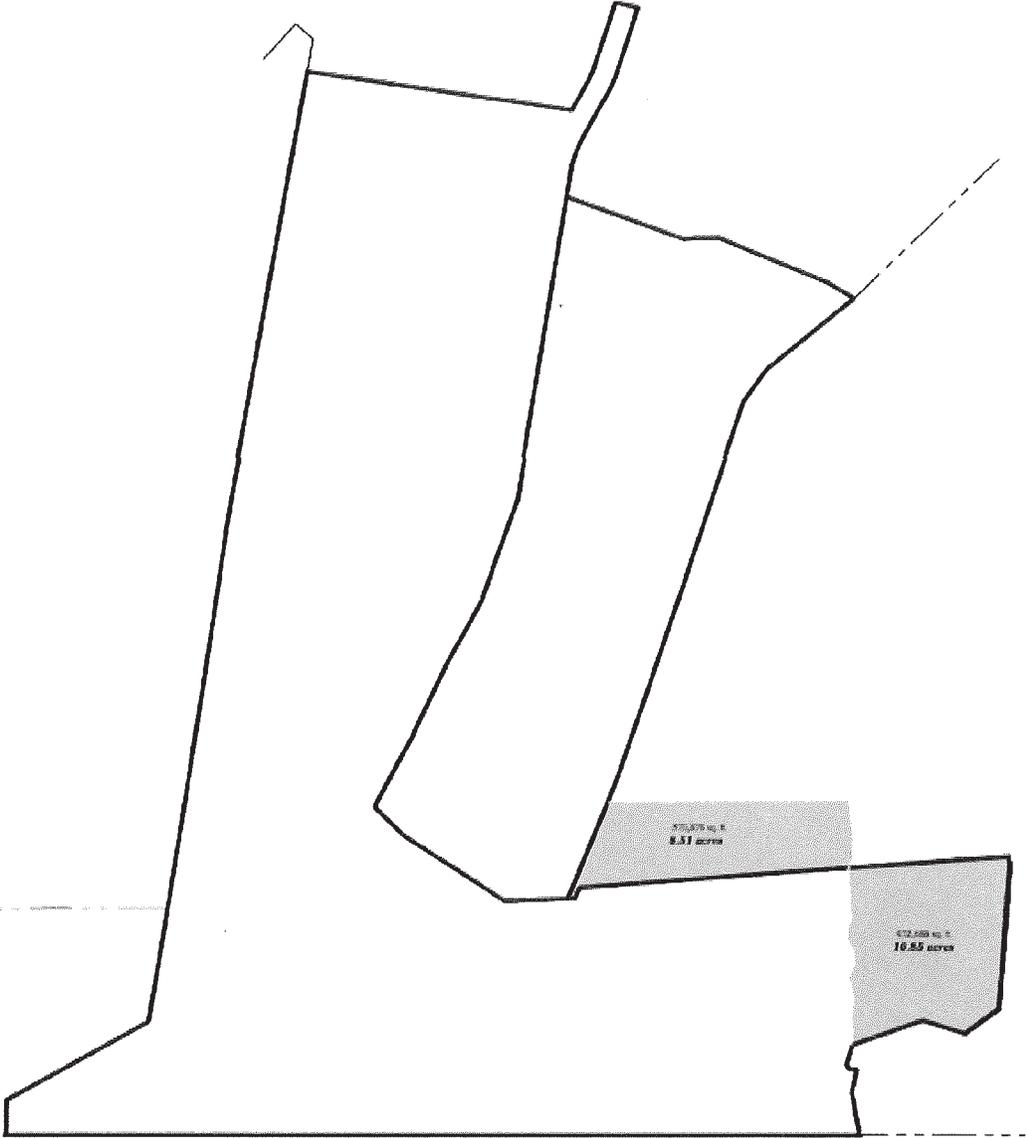


EXHIBIT "C"

Depiction of Exchange Acreage



FREEHOLD COMMUNITIES

I. APPLICANT INFORMATION

Any questions or items related to this application should be directed to the following address and contacts.

~~January 28, 2021~~

~~January 27, 2021~~

~~January 21, 2021~~

~~January 7, 2021~~

February 6, 2020

Date

NGD Property II, LLC

Owner

CONTACT INFORMATION

Peter K. Kyte

Division President

Freehold Communities

~~Margaret LaCalle (Division President)~~

~~LStar Ventures~~

~~1109 48th Avenue North, Suite 111~~

~~Myrtle Beach, SC 29577~~

~~Email pkk@freeholdcommunities.com~~

~~Email Margaret@LVNT.com~~

~~Phone (843) 945-3601~~

~~Phone (843) 222-3107~~

Michael V. Walline

Director of Real Estate Operations

Freehold Communities

~~Baird Stewart (Senior Project Mgr)~~

~~LStar Ventures~~

~~1109 48th Avenue North, Suite 111~~

~~Myrtle Beach, SC 29577~~

~~Email mvw@freeholdcommunities.com~~

~~Email Baird@LVNT.com~~

~~Phone (843) 945-3602~~

~~Phone (910) 367-3256~~

Freehold Communities:

Freehold Communities® is developing over 15,000 residential lots in California, Florida, Georgia, North Carolina, South Carolina, Tennessee, and Texas. We create Vital Communities™ that embrace healthy living, engagement, connectivity, stewardship, and distinctive home design. As we evaluate opportunities, we focus on the right planning, the right properties, and the right partners. We begin with comprehensive research to gain insight into the unique needs, trends, and preferences in the local market.

FREEHOLD COMMUNITIES

We then carefully consider each property to determine how we can maintain its beauty and character as we create a Vital Community™. Finally, we partner with quality, creative builders who share in our philosophy by offering niche solutions and unique, timeless designs.

LStar Ventures:

~~LStar Ventures is a privately held real estate investment firm based in Raleigh, North Carolina. Founded in late 2007, LStar has earned its reputation as a careful steward of the properties it has acquired by focusing on creating communities that both attend to the needs of the residents and integrate with the surrounding areas. In addition to focusing on physical improvements to~~

~~properties and improving the physical environment for current residents, LStar also emphasizes in its planning how a community interacts with the areas outside of the community. We strive to create communities that the surrounding area can be proud of for years to come.~~

II. PROJECT INTRODUCTION

~~NGD Property II, LLC~~ LStar Ventures (hereinafter, referred to as the “Applicant”) is pleased to submit this ~~amended~~ preliminary master plan ~~to the former~~, (annexation approved May 2016), and PDD amendment for the Grande Dunes-Waterway Hills Village property ~~in April 2020~~. This 239± acre site is located west of the Intracoastal Waterway, east of Highway 31 and is on the municipal border between the City of North Myrtle Beach and Myrtle Beach (see Exhibit A1-A2A4). The entire parcel is part of the Parkway Group Planned Development District originally approved in 2008 and then amended May 2016 to incorporate the subject parcel known to the Horry County Land Records as TMS# 155-00-01-001, PIN: 38900000007. The acreage for the parcel has been slightly reduced as the result of a land swap within the PDD between Coterra Chestnut LLC and the Applicant. The objective of the land swap was to reduce impacts to the existing Long Branch Creek. The master plan associated with “Waterway Hills” in the original Parkway Group Planned Development District shows 2,500 high density multi-family dwelling units and 139,500 square feet of commercial retail space. In May 2016 ~~and April of 2020~~, the ~~former~~ Applicant (LStar Ventures) proposed and ~~received approval~~ ~~was approved~~ for ~~an two~~ amendments to the Planned Development District to low density residential development.

FREEHOLD COMMUNITIES

The [April 2020](#) approved Preliminary Master Plan for the Grande Dunes Waterway Hills Village project showed [880](#) ~~888~~ dwelling units (see Exhibit E1, [February 2020 April 26, 2016](#)). The Applicant plans to expand on the adjacent Grande Dunes Development theme as a private luxury resort incorporating open space, conservation areas, walking trails, bike paths and a resort style amenity package (Exhibit H1-H3).

The mixture of lot types and housing styles envisioned range from [60-90](#) ~~70-90~~-foot-wide single-family ~~custom-home~~ estate lots and [40-59](#) ~~52~~-foot-wide single-family cottage lots, to paired villa flats and townhouse lots. The architectural style is intended to be traditional low country style while incorporating the Grande Dunes Mediterranean style as an option and offer additional housing varieties. The design codes proposed for the Grande Dunes, Waterway Hills Village project are similar to those within the existing Grande Dunes project. However, flexibility in the design guidelines is envisioned in order to accommodate a wider variety of housing styles and price points and could change depending on market conditions. ~~This proposed amendment to the PDD also incorporates a section of apartments adding another housing variety to the conceptual Master Plan. The apartments are planned as a stand-alone project and will not be part of the Grande Dunes Master Association or the Waterway Hills Village property owner's association.~~

A. Principles and Objectives of the Grande Dunes, North Waterway Hills Village Planned Development District Amendment

The applicant acquired the adjacent Grande Dunes development in December 2013 and spent months planning and visioning the future development of the project in an effort to be good stewards of the land and the community. The acquisition and master planning of Grande Dunes Waterway Hills Village continues the vision and objective of being good stewards of the land and the community by reducing density from the original 2008 PDD plan and incorporating open space, conservation areas, walking trails, bike paths and a resort style amenity package into the Preliminary Master Plan. ~~While~~ [This proposed PDD amendment includes a new site plan showing 998 dwelling units, decreasing overall density from the previously approved 1216 dwelling units.](#) ~~represents an increase of 328 dwelling units from the currently approved 888-unit conceptual master plan, it~~ [It](#) continues to represent less than half of the number of units originally approved in 2008 and eliminates the 139,500 square feet of commercial space.

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B. Purpose and Intent Statement

The purpose of the Planned Development District (PDD) amendment for Grande Dunes Waterway Hills Village is consistent with the City of North Myrtle Beach PDD zoning district purpose statement, “to provide flexibility in the development of the land, promote the appropriate land use, and improve the design, character and quality of new development, facilitate the provision of livable streets and utilities, to preserve the natural and scenic features of open areas . . .” The subject amendment to Grande Dunes, Waterway Hills Village, PDD is also consistent with article (6)(a)7. of the North Myrtle Beach PDD zoning district by providing a variety of housing types and price ranges within the project, including workforce housing defined as housing affordable to career classes such as teachers, police, fire officers, medical technicians, office workers and similar fields.

The Grande Dunes Waterway Hills Village PDD is contemplated as a multi-phased residential development with a cohesive design character providing a variety of housing options. This document provides a written and illustrative planning and design concept which identifies the type, quality, and character of the proposed development and an analysis of existing on and offsite conditions and limitations. The preliminary master plan has been planned and designed so that it can be implemented in multiple independent phases and continue to provide pedestrian and vehicular circulation, open space and landscaping.

All development within the Grande Dunes Waterway Hills Village PDD will be regulated by the attached Preliminary Master Site Plan (Exhibit E1, [January 21, 2021](#) ~~February 2020, CC Submission April 2020~~), the Grande Dunes Waterway Hills Village development standards (Exhibits E1-E156).

III. EXISTING CONDITIONS

The following section along with the referenced exhibits is intended to supply detailed information on the existing conditions of the Grande Dunes Waterway Hills Village property.

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A. Current Ownership

The Applicant, NGD Property II, LLC owns the parcel associated with Grande Dunes, Waterway Hills Village.

B. Location and Adjacent Property Owners

This 239± acre site is located west of the Intracoastal Waterway, east of Highway 31 with access from Watertower Road and is on the municipal border between the City of North Myrtle Beach and Myrtle Beach. The entire parcel is part of the Parkway Group Planned Development District originally approved in 2008 and then amended May 2016 to incorporate the subject parcel known to the Horry County Land Records as

TMS# 155-00-01-001. The southern portion of the property is bounded by the Intracoastal Waterway and abuts the Grande Dunes Members Club golf course on the western boundary. Location maps and aerials of the subject property are included as Exhibits "A1-A24".

Historically most of the surrounding property was used for commercial timbering and agriculture. However, more recently these properties have been slated for development within the City of North Myrtle Beach, Parkway Group PDD. Although some of the development projects within the Parkway Group PDD are moving forward, one of the objectives of the subject amendment is to spur development by offering more product diversity suitable to current market conditions.

The precise location of all of the individual property owners is detailed on the boundary survey, which is attached hereto as Exhibit "B1". The plan for the Grande Dunes Waterway Hills Village PDD amendment has incorporated sensitivity of design as it relates to the surrounding land by fronting 60-90 ~~70-90~~-foot-wide estate lots along the golf course, pedestrian paths along ~~part of~~ the waterway, and buffers along the other borders. An aerial photograph showing the Preliminary Master Plan in context with the adjoining property is attached as Exhibit "E1". The ~~January 2020~~ **January 21, 2021** amended conceptual master plan continues to be sensitive to the surrounding land.

FREEHOLD COMMUNITIES

~~The land swap parcel noted above reduces impacts to a run of the Long Branch creek by eliminating a major stream crossing. The multi-family site another change to the conceptual master plan is nestled in the extreme northwest corner of the property adjacent to future commercial, the Members Club Golf Maintenance facilities and provides fifty feet of buffering from the proposed single family proposed in this amendment.~~

C. Current Zoning

The entire 239± acre parcel is part of the Parkway Group Planned Development District originally approved in 2008 and then amended May 2016 to incorporate the subject parcel known to the Horry County Land Records as TMS# 155-00-01-001. The original 2008 master plan for the site included a combination of 2,500 multifamily dwelling units and approximately 139,500 square feet of commercial space. The 2016 approved amendment included 888 single family residential units, cottages, paired villas and luxury town homes.

D. Boundary Survey

A boundary survey is attached as Exhibit “B1” and includes the following information:

- 1) Vicinity Map
- 2) Computed Acreage
- 3) Control Points, Dimensions and Coordinate Data
- 4) Existing Roads and Easements
- 5) Adjacent Property Owners
- 6) FEMA Zones

E. Topographical Information

Using available Horry County LIDAR and surveyed field verification points, Development Resource Group (“DRG”) prepared a topographical exhibit (attached hereto as Exhibit “C2”) that can be utilized for preliminary engineering studies DRG will be completing a full topographical survey for final engineering and construction. There are eight existing ponds onsite that were used for drainage and irrigation for the Waterway Hills Golf Course.

FREEHOLD COMMUNITIES

There is an existing drainage ditch generally running down the center of the subject parcel that conveys overflow and excess runoff from the existing ponds and wetland. Some steep slopes exist between the property line and the Intracoastal Waterway. A hydrological analysis has been prepared by DRG and is included as Exhibit "C3".

F. Soils

The existing soil conditions are portrayed on the soil's classification plan prepared by DRG (see Exhibit "C1"). The information was compiled from the USDA soil surveys. There are a variety of soil types onsite.

G. Streams and Wetlands Study

An [updated](#) analysis of the streams and freshwater wetlands has been performed by S&ME Inc. and has been submitted to the United States Army Corps of Engineers for final jurisdictional determination. The extent of the streams and wetlands has been delineated and is depicted on Exhibit "B2". The U.S. Army Corps of Engineers "~~Preliminary~~ [Approved](#) Jurisdictional Determination" letters are attached as Exhibits "~~B4~~" "~~B5 & B6~~". There are two primary features that are classified as jurisdictional by the U.S. Army Corps of Engineers. There is a 3.50± acre jurisdictional wetland area associated with the site. The wetland area is located on the northern property line, generally centered on the subject parcel, and runs south along the previously mentioned ditch. ~~During the U.S. Army Corps of Engineers site visit, the drainage ditch was classified as "seasonal relatively permanent waters" and~~ [Under the revised PJD the drainage ditch that is shown traversing through the site on Exhibit "B2" has been reclassified and 1539 linear feet of tributary stream remains under U.S. Army Corps of Engineers.](#) As part of the Preliminary Master Plan the applicant plans to cross the ditch in two (2) locations with minimal disturbance. Prior to any [additional](#) wetland disturbance or crossing, the Applicant will obtain all necessary permits from the appropriate local, state or federal agencies. The Applicant plans to preserve the wetland area, provide buffers along the ditch and to the extent possible integrate these natural features into the pedestrian, bicycle, recreational, and vehicular circulation system. In an effort to reduce impacts and a major crossing of Long Branch Creek, the applicant [formerly](#) swapped approximately 8± acres of land already within the Parkway Group PDD on the southeastern corner with Coterra Chestnut LLC.

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H. Threatened and Endangered Species

An environmental report including a Threatened and Endangered Species study has been completed by Spangler Environmental, Inc., attached hereto as Exhibit “D”. The survey did not identify any protected species with a significant likelihood of occurring on the subject property. Nor did the survey identify critical habitat associated with protected species known to occur within the region. Also included as Exhibit “D-1” is an environmental report by S&ME for the swapped acreage.

I. FEMA Zones

The environmental report prepared by Spangler Environmental Inc. attached hereto as Exhibit “D” indicates that the edge of the shoreline along the Intracoastal Waterway lies within the 100-year flood hazard area. The subject property is found on FEMA Firm map panel 45051C0566H. Only a small point of the 100-year flood hazard area occurs on the property in the southeastern corner as depicted on Exhibit B1.

J. Easements

There is an existing 30-foot U.S. Army Corps of Engineers ingress/egress easement on the western boundary of the subject property that provides access to an existing Intracoastal Waterway spoils basin west of the subject property. On the eastern edge of the subject property there is a “Watertower Road 50-foot Horry County Maintenance Easement,” that generally follows the existing alignment of the dirt road. The Watertower road easement is not entirely located on the subject property. However, an abandoned portion of the Watertower road easement is indicated on the subject property. These easements have been identified and are shown on Exhibit “B1”.

[A Relocatable Emergency Access and Maintenance Easement has been obtained with the adjacent Coterra Chestnut, LLC property at the location shown in Parcel 2 of the Preliminary Master Plan attached as Exhibit “E1”. A copy of the recorded easement is attached as Exhibit “B5” and a Maintenance Program has been attached as Exhibit “B6”.](#)

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K. Cultural Resources

The environmental report completed by Spangler Environmental, Inc., attached hereto as Exhibit “D,” included an EDR NEPACheck® of historical records and found no mapped sites on the subject property. No mapped sites were indicated for the swap parcel. Most of the land in this area was historically used as commercial timber land and agriculture until the establishment of the Waterway Hills golf course in the mid 1970’s. While the golf course has some nostalgic value, the commercial golfing operations ended in July 2015.

III. DEVELOPMENT PLAN

The 2016 Grande Dunes Waterway Hills Village PDD amendment added the approximately 61 acre “Wilson Chestnut” tract and reduced the number of dwelling units in this section of the Planned Development District from 2,500 multifamily residential units to 888 residential units and eliminated the approximately 139,500 square feet of commercial space and its associated parking. ~~The formerly approved~~ While this proposed PDD amendment ~~represented~~ represents an increase of 328 dwelling units from the ~~2016 currently~~ approved 888-unit conceptual masterplan, it continues to represent less than half of the number of units originally approved and still eliminates the 139,500 square feet of commercial space. Grande Dunes Waterway Hills Village is intended to ~~provide a variety of housing types~~ ~~be an extension and continuation of the adjacent Grande Dunes project~~ while adding a diversity of ~~to the architectural styles.~~ and product type.

The ~~revised~~ preliminary master plan ~~seeks to relocate the resort style amenity, including the addition of a lake, to the community entrance making it a prominent focal point and a more centralized location for the residents. The new plan reduces the proposed density from 1216 approved units to 998. The apartment complex formerly at the project entrance has removed from the plan and new single-family homes replace it. The plan incorporates an enhanced pedestrian access system throughout the community including connections to the Intracoastal Waterway. Walking trails, bike paths and additional open-space area have been linked to conservation areas providing enhanced outdoor activities throughout the new community. A wide variety of housing styles will give new residents many options for lifestyle choices which will accelerate the community buildout by reaching a wider cross-section of buyers.~~

FREEHOLD COMMUNITIES

As a result of Freehold Communities expansive knowledge and execution of successful masterplans important visual features have been incorporated into the plan such as opening up cul-de-sac and street views to capture open-space and water views, these minor changes have proven to have major impacts on the aesthetic quality of a completed community. We are confident the changes being proposed will create a community of much greater value and one the City of North Myrtle Beach will be proud of. ~~a resort style amenity, and a mixture of housing types.~~

The development standards included herein will supersede the requirements of The City of North Myrtle Beach standard zoning and subdivision regulations. The intent of this PDD amendment is to create a low density residential PDD with its own unique development standards.

A. Land Use Summary

The Applicant is proposing an equivalent residential density of approximately 4.5 dwelling units per gross acre for the Grande Dunes Waterway Hills Village PDD amendment as compared to the original Parkway PDD plan that shows approximately 13.8 dwelling units per acre. Although the City of North Myrtle Beach requires 15% open space, the Applicant is committed to preserving over 18% open space within the ~~single family portion of the~~ project and providing interpretive nature trails along the Intracoastal Waterway, wetlands and other unique natural features of the site. Additionally, there are pocket parks interspersed among the various neighborhoods within Grande Dunes Waterway Hills Village and a luxury resort style amenity for the entire development. ~~The multi-family site includes 15% open space with a separate private amenity facility.~~

The Preliminary Master Plan for the project allows for a variety of housing types that includes estate lots ideal for custom home construction, cottage style lots that allow for smaller custom or spec-homes, paired villas or attached flats arranged as two-unit buildings and duplex luxury townhomes. (See Exhibits “E4-E7~~8~~”)

B. Controlling Documents for Site Design and Development

The development of the Grande Dunes Waterway Hills Village PDD will be implemented by a series of specialized, inter-related documents, the Preliminary Master Plan, associated design standards, covenants and restrictions, thoroughfare

FREEHOLD COMMUNITIES

standards, landscaping standards and architectural guidelines. These same documents underpin the existing Grande Dunes project.

1. Master Plan

The property will be developed in accordance with the Preliminary Master Plan, which is attached hereto as Exhibit “E1”. For the purposes of designating land use, the Waterway Hills Village portion of the Preliminary Master Plan is divided into 4 major housing types, estate lots, cottage lots, paired villas, and luxury townhomes. The various housing types are clustered in neighborhood pods and interspersed throughout the site to create an integrated community plan linked through common area amenities, pedestrian trails, bike paths, pocket parks and vehicular circulation. ~~The proposed amendment to the Preliminary Master Plan adds a multifamily use in the northwestern most corner of the site. The multi-family site is envisioned as a standalone project separate and independent of the Waterway Hills Village. However, the site plan and architecture will be reviewed by the Grande Dunes Architectural Review Committee in accordance with Exhibit “E8B-MF.”~~

2. Development Standards

The development standards for the Grande Dunes North PDD Amendment attached hereto as Exhibits “E1 – E15~~8~~”. The development standards show the various permitted housing types, neighborhood character, lot specifications and setbacks. All individual site plans and architectural plans will be subject to the Grande Dunes Architectural Review Committee (ARC) Design Guidelines. The Grand Dunes ARC will review architectural styles, colors, materials, and landscaping for consistency with the architectural theme for the individual neighborhoods. The original vision for the Waterway Hills Village, anticipated a blended architectural style with Mediterranean and traditional styles. Based on market conditions and responses, it is now anticipated that the predominant architectural style will be more traditional, low country architecture. Although, this pattern book continues to contain the Mediterranean architectural option, each neighborhood within the project will have a consistent architectural theme. The ARC will have the authority to approve or deny any architectural submissions. A list of building materials, finishes, and architectural style is attached hereto as Exhibit “E15~~8~~”.

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3. Street Standards

The Grande Dunes Waterway Hills Village PDD will have a private system of roads that will be maintained by a private community association. The street standards are attached hereto as Exhibit “E9-E12~~5~~” (hereinafter, referred to as the “Street Standards”). This document details the layout of traffic lanes, parking, sidewalks, multi-use lanes, and bike paths which will be built within the rights-of-way shown on the Preliminary Master Plan. There are other pedestrian paths and bike trails located outside the rights-of-way which are incorporated into various areas of the Preliminary Master Plan. All roads within the Grande Dunes Waterway Hills Village PDD will be paved. Some paved alleys ~~may~~ are also ~~be~~ proposed.

4. Signage

Signage for Grande Dunes Waterway Hills Village will be similar to the signage for the Grande Dunes project as shown on Exhibit “E13 & E14” ~~“E16 & E17”~~.

C. Flexibility Statement

Consistent with the City of North Myrtle Beach PDD zoning district purpose statement, “to provide flexibility in the development of the land, promote the appropriate land use, and improve the design, character and quality of new development, facilitate the provision of livable streets and utilities, to preserve the natural and scenic features of open areas”, the Applicant would like to incorporate the following statement to be included in all approvals and the official record for the Grande Dunes Waterway Hills Village PDD Amendment.

Although this design has been submitted in an almost finalized version, based on close attention paid to topography, natural drainage conditions, wetlands, the Intracoastal Waterway and trees, the design may need to undergo minor alterations based on actual site conditions before construction is begun and market conditions at the specific point in time.

FREEHOLD COMMUNITIES

Every consideration will be given by The City of North Myrtle Beach to allow the desired character of the neighborhood to remain. In addition, the site standards agreed to in this PDD Amendment, such as those related to road standards, density, lot sizes, dimensions, setbacks, and buffers (at an individual lot of level and overall project level) are guaranteed and protected.

D. Compatibility of Land Use with the Surrounding Area

The plan for the Grande Dunes Waterway Hills Village PDD Amendment has incorporated sensitivity of design as it relates to the surrounding land uses. An aerial showing the Preliminary Master Plan in context with the adjoining property is included as part of Exhibit "E1". Generally, the proposed project is surrounded by undeveloped land and the Grande Dunes Members Club Golf Course which has residential homes built along other golf holes.

E. Open Space and Amenities

Open space within the Grande Dunes Waterway Hills Village PDD Amendment has been calculated using the entire boundary of the project and is not applicable to any phasing of the development. The Preliminary Master Plan depicts more than 18% of

open space including wetlands, buffers, natural areas, stream buffers, active parks, passive parks, perimeter buffers, community landscape areas and stormwater facilities. The Open Space and Amenities exhibit [has been replaced with an Open Space & Trails Master Plan](#) and ~~summary~~ is attached hereto as Exhibit "E3". This area excludes open space on individual lots. Conceptual renderings of the amenity, pool, and entry guardhouse are included in Exhibit "H, [H1 & H2](#)." As this is a Preliminary Master Plan market conditions, site conditions, and construction realities could affect the final design and configuration of the contemplated open space and amenity. However, the applicant is committed to providing a minimum of 18% open space or approximately 44± acres of open space for the entire project at the final site development plan.

The Grande Dunes Waterway Hills Village Preliminary Master Plan and vision for the project, incorporates a significant investment into neighborhood amenities privately maintained by the community association. In an effort to provide the highest quality livable community and reduce residents' dependence on public amenities, the

FREEHOLD COMMUNITIES

Applicant has incorporated bike trails and pedestrian paths with pocket parks overlooks and educational guides, and access to the Intracoastal Waterway.

The private amenity center shown in Exhibits “H1 & H2” contemplates a pool, workout facilities, meeting and entertainment areas ~~additionally a lake has been added for a dramatic view when entering the new community~~. These contemplated amenity features are subject to change based on market conditions and construction realities.

F. Buffers and Landscaping

The Grande Dunes Waterway Hills Village PDD amendment incorporates multiple buffer areas. Generally, there is a minimum 20-foot buffer along the perimeter of the project. However, a buffer will not be necessary along the western boundary where estate lots are planned abutting and taking advantage of views of the Grande Dunes Members Club golf course. The Applicant is affiliated with the owner of the Grande Dunes Members Club golf course. Pedestrian access and gathering places near the Intracoastal Waterway are envisioned ~~adjacent to the amenity~~.

Additional buffers are provided between neighborhoods and along the back of all lots where rear lot lines would typically abut one another. While all streets are landscaped, additional streetscape area is included along the ~~Main Parkway collector roads~~ as shown on Exhibits “E9 & E10 ~~E14~~”. A 30-foot landscape buffer along the primary spine road is envisioned and incorporated into the Master Plan. Buried utilities may encroach into buffer yards and some buffer yards are not intended to be left undisturbed. Some buffer areas may incorporate pedestrian trails, grassed areas and landscaping and are intended to provide area separation rather than opaque screening. ~~A 50-foot landscape buffer between the proposed multi-family site and the Waterway Hills Village single family lots is incorporated into the Master Plan.~~

The Preliminary Master Plan is designed to preserve, enhance and incorporate the unique natural features of the property. Formal street tree plantings will be of a type that maintains the natural character of the property and incorporate existing trees as much as practicable. With respect to tree and landscaping standards, all phases of the Grande Dunes North PDD Amendment will be guided by the latest version of the Grande Dunes Landscape Guidelines as amended and revised from time to time. The Landscape Guidelines will be enforced by an architectural review committee and the individual community association.

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G. Setbacks

Lot standards and building setbacks will be in accordance with the Exhibits “E4-E7 8B”. ~~As shown and described in Exhibits “E4-8B” the contemplated setbacks, for the Waterway Hills Village are measured to the exterior wall cladding and soffits may overhang into the setbacks~~ Setbacks from the jurisdictional wetlands and ditches will be an average of 15 feet or as established by the U.S. Army Corps of Engineers and the South Carolina Department of Health and Environmental Control (hereinafter, referred to as “DHEC”).

H. Traffic and Circulation Analysis

The Grande Dunes PDD will have a private street network maintained by a community association. The “Street Standards,” attached hereto as Exhibits “E8-E12” ~~“E9-E15”~~ details the designs of the various streets and pedestrian facilities.

~~There will be~~ **Already constructed within the community is** a gated **Main Parkway** ~~primary collector street~~ that incorporates existing trees within medians and multi-use paths. No lots or individual driveways are planned to front the **Main Parkway** ~~collector streets~~. Exhibit “F1” prepared by DRG, shows the anticipated average daily trips from the various neighborhoods accessing the collector streets within Grande Dunes Waterway Hills Village. DRG has evaluated the proposed **998** ~~1,216~~-unit Preliminary Master Plan and **revised** roadway design. ~~changes at the multifamily site.~~ DRG **and** has issued a **revised letter** attached hereto as Exhibit “F2” stating that the revised master plan ~~and contemplated no connectivity~~ will have no adverse volume or speed impacts to the **recently constructed Main Parkway** ~~main collector road~~ in Grande Dunes Waterway Hills Village or the **recently constructed** Watertower Road roundabout. ~~currently under construction.~~

As of this writing all issues related to the roundabout and the Development agreement have been addressed.

I. Streams, Wetlands and Natural Resource Protection

The streams and freshwater wetlands on the property have been delineated by S&ME and surveyed by DRG (see Exhibit “B2”). The U.S. Army Corps of Engineers has field verified the streams and freshwater wetlands on the entire tract.

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The U.S. Army Corps of Engineers “Preliminary Jurisdictional Determination” letters are ~~is~~ attached as Exhibits ~~“B4” “B5 & B6”~~ “B4” “B5 & B6”.

The Grand Dunes Waterway Hills Village Preliminary Master Plan indicates two contemplated jurisdictional ditch crossings to accommodate vehicular circulation. These crossings will be permitted with temporary and minimal disturbance to the jurisdictional streams. Additional temporary impacts could occur to facilitate pedestrian access to natural, educational, interpretive trails. Prior to any wetland disturbance or crossing, the Applicant will obtain all necessary permits from the appropriate local, state or federal agencies. Additionally, the Applicant proposes to preserve portions of the frontage along the Intracoastal Waterway ~~adjacent to the amenity~~ and incorporate a trail system for access to this unique amenity.

A tree survey of the entire property has been conducted and is attached as Exhibit “B3”. The Preliminary Master Plan incorporates multiple tree save areas that influenced much of the design layout. Tree protection and sensitivity to tree removal will be part of each phase and regulated by the community association and architectural review committee for individual lots within each phase.

J. Stormwater Management

A preliminary stormwater management and drainage plan has been prepared by DRG and is attached hereto as Exhibit C3”. Stormwater management for the Grande Dunes Waterway Hills Village PDD Amendment will adhere to the current standards of the City of North Myrtle Beach and DHEC. Best Management Practices and other accepted practices will be employed to reduce post-development discharges and improve stormwater quality. Collection and conveyance of stormwater runoff will involve a combination of shallow, grass lined swales, open ditches and conventional storm sewer systems. Where topography permits, stormwater runoff from roads shall drain naturally. As necessary to achieve proper drainage, catch basins and storm drainage piping will be installed to collect and convey stormwater. Stormwater runoff from the developed land will be routed through vegetative buffers or other control devices. Vegetated buffers will be maintained around critical areas and open drainage channels to prevent erosion and control sediment. Every effort will be made to create aesthetically pleasing stormwater systems within the landscape.

FREEHOLD COMMUNITIES

K. Utility Services

A preliminary water distribution and sanitary sewer collection plan has been completed by DRG and is included as Exhibit “G1”. The project’s water and sewer system will be owned, maintained, and operated by Grand Strand Water and Sewer Authority (hereinafter, referred to as “GSWSA”). An intent to serve letter from GSWSA is attached hereto as Exhibit “G2”. GSWSA has an existing 16-inch sewer force main and 20-inch waterline adjacent to the property with adequate capacity to serve the parcel with public sewer and potable water DRG has identified the need for the installation of a sewer lift station associated with the project. The applicant has installed the sewer lift station and other utility infrastructure along the spine road in accordance with City of North Myrtle Beach and GSWSA approvals.

Irrigation for the common areas, streetscape, and pocket parks will be served by a private system maintained by the community association. Irrigation water will be pumped from the Intracoastal Waterway as it has historically been used to irrigate the “Waterway Hills Tract” or from onsite ponds that will be refilled by [irrigation wells](#) to maintain normal pond levels.

Electric service will be provided by the Horry Electric Cooperative. All electrical services will be underground.

L. Ownership of the Improvements

Private roads, drainage systems, open spaces, and other proposed amenities and improvements will be privately owned and maintained by the Grande Dunes Waterway Hills Village property owner’s association. Any public infrastructure will be constructed in accordance with approved plans and turned over to the appropriate authorized agency.

M. Phasing

The Grande Dunes Waterway Hills Village PDD will be constructed in [multiple seven](#) phases (see Exhibit “E2”) over an estimated five to seven-year period. The proposed phasing schedule and sequence may be adjusted based on actual lot absorption and market conditions.

FREEHOLD COMMUNITIES

N. Example of Declaration of Covenants, Restrictions and Easements

The substance of the Covenants, Restrictions and Easements for the Grande Dunes Waterway Hills Village project will be similar to that of the Grande Dunes project as supplemented and amended to accommodate the Grande Dunes Waterway Hills Village vision. For the Grand Dunes Waterway Hills Village project, the Applicant will draft a controlling document that has similar provisions except that it will account for differences in the Grande Dunes Waterway Hills Village project vision as described in this narrative and as required by South Carolina State Law. All neighborhoods ~~except the multi-family site~~ in Waterway Hills Village will be part of the Grande Dunes Master Association and have access to the Grande Dunes Ocean Club as defined in the Grande Dunes Master Covenants.

O. Public Benefit Analysis

The Grande Dunes Waterway Hills Village Preliminary Master Plan is an amendment to the Existing Grande Dunes North Planned Development District approved in 2016. As part of the Parkway Group PDD annexation and rezoning in 2008, approximately \$7 million was contributed to the City of North Myrtle Beach for the construction of the interchange ramps at Highway 31 and Watertower Road. Additionally, the Parkway group provided park land and land for a new fire station.

The target market and buyer for the Grande Dunes Waterway Hills Village development (i.e. retiree, pre-retiree, and second home buyer), will likely have a positive impact on the tax base. This Amendment ~~with the addition of multi-family units~~ will also likely have a positive impact on the tax base and spur investment in the contemplated commercial areas of the Parkway PDD.

The Grande Dunes Waterway Hills Village Preliminary Master Plan and vision for a private gated community, incorporates a significant investment into neighborhood amenities and security that are privately maintained by the community association. In an effort to provide the highest quality livable community and reduce residents' dependence on public amenities, the Applicant has incorporated bike trails and pedestrian paths with pocket parks overlooks and educational guides, and access to the Intracoastal Waterway. Further private amenities are also contemplated as noted. Incorporating all of these features into the Preliminary Master Plan, minimizes dependence on City resources.

P:\20161 - FREEHOLD - WATERWAY HILLS VILLAGE MASTER PLANNING SERVICES\DESIGN\DRAWINGS\EXHIBITS\PPD_EXHIBITS\AERIALS.DWG 12/22/2020 1:20 PM



GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.



DEVELOPMENT RESOURCE GROUP, LLC
1101 JOHNSON AVENUE, SUITE 300A
MYRTLE BEACH, SC 29577
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AERIAL EXHIBIT

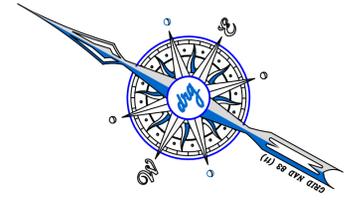
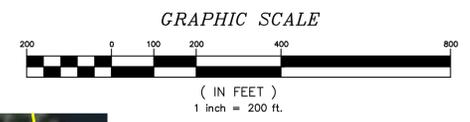
GRANDE DUNES NORTH

JOB NO:	20.161
SCALE:	1" = 500'
DRAWN BY:	JCP
CHECKED BY:	JCP
DATE:	12-21-20
EXHIBIT NUMBER:	

A1

P:\20161 - FREEHOLD - WATERWAY HILLS VILLAGE MASTER PLANNING SERVICES\DESIGN\DRAWINGS\EXHIBITS\PPD EXHIBITS\AERIALS.DWG 12/22/2020, 1:20 PM

PROJECT SUMMARY:	
GRANDE DUNES NORTH	
OFF HWY 31 AND WATER TOWER ROAD	
NORTH MYRTLE BEACH, SC	
TAX PARCEL: TMS:155-00-01-001	
CURRENT ZONING: PDD	
TOTAL PROJECT AREA = 238.74 ACRES	



DEVELOPMENT RESOURCE GROUP, LLC
 1101 JOHNSON AVENUE, SUITE 300A
 MYRTLE BEACH, SC 29577
 843-839-3350 | DRGPLLC.COM



AERIAL EXHIBIT 2

GRANDE DUNES NORTH

JOB NO:	20.161
SCALE:	1" = 200'
DRAWN BY:	JCP
CHECKED BY:	JCP
DATE:	12-21-20
EXHIBIT NUMBER:	

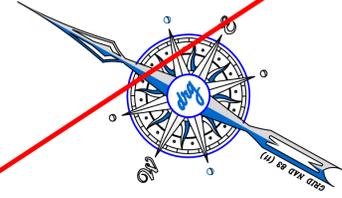
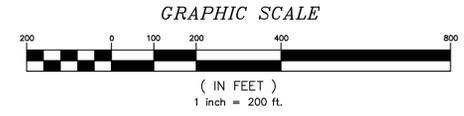
A2

FREEHOLD COMMUNITIES®

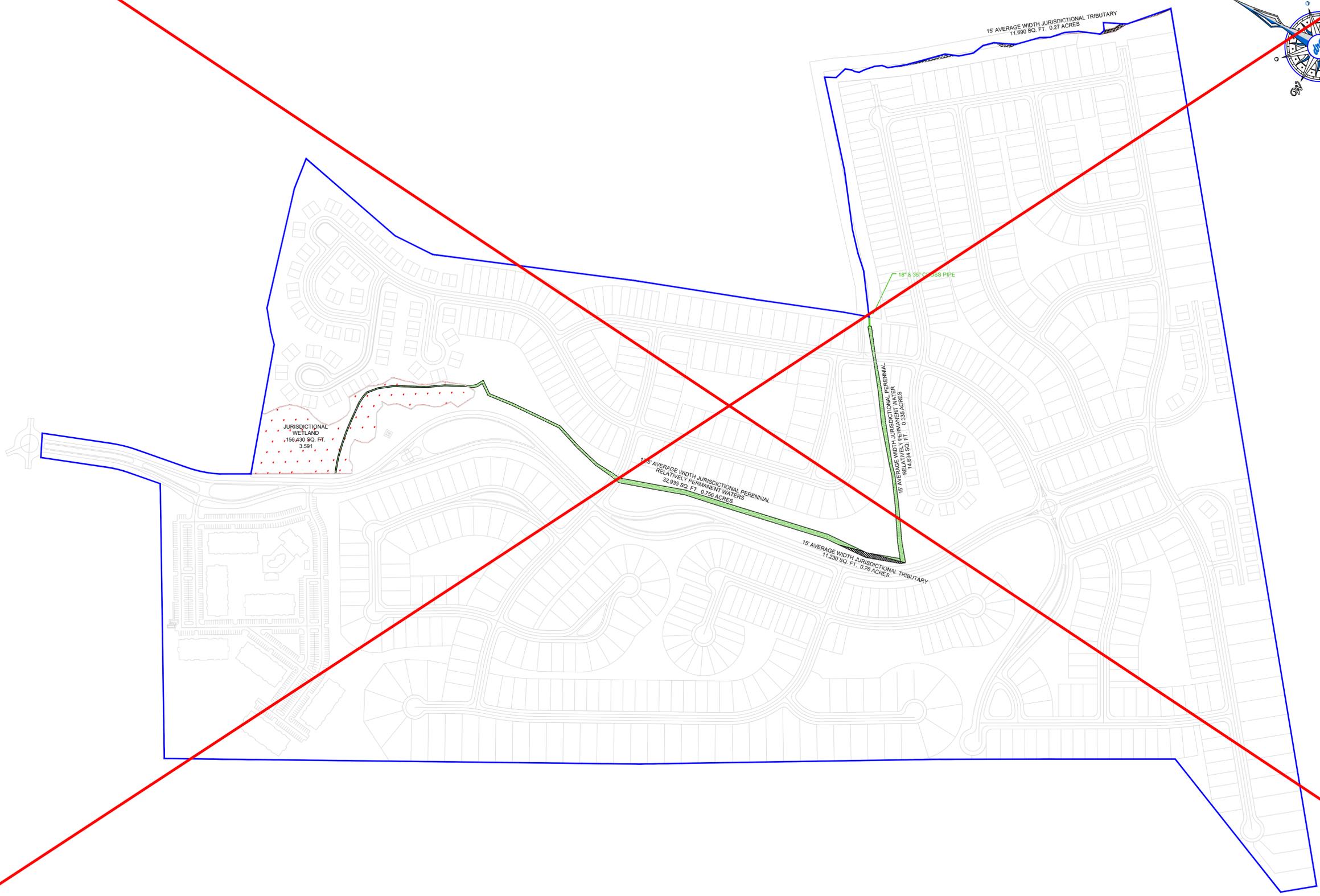
1/24/2020 3:37 PM
P:\19174 - LSTAR - WATERWAY HILLS VILLAGE MASTER PLAN\DESIGN\DRAWINGS\EXHIBITS\OVERALL EXHIBITS\ENVIRONMENTAL.DWG

ENVIRONMENTAL SUMMARY:

JURISDICTIONAL WETLAND TOTAL : 3.591 ACRES
JD PERENNIAL RPW = 1.091 ACRES
JURISDICTIONAL TRIBUTARY = 0.53 ACRES



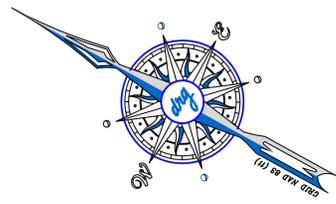
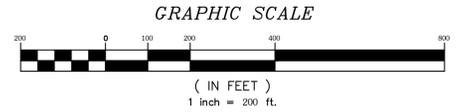
DEVELOPMENT RESOURCE GROUP, LLC
1101 JOHNSON AVENUE, SUITE 300A
MYRTLE BEACH, SC 29577
843-839-3350 | DRGPLLC.COM



ENVIRONMENTAL EXHIBIT
WATERWAY HILLS VILLAGE

JOB NO: 19.150
SCALE: 1" = 200'
DRAWN BY: JCP
CHECKED BY: JCP
DATE: 1-24-20
EXHIBIT NUMBER:

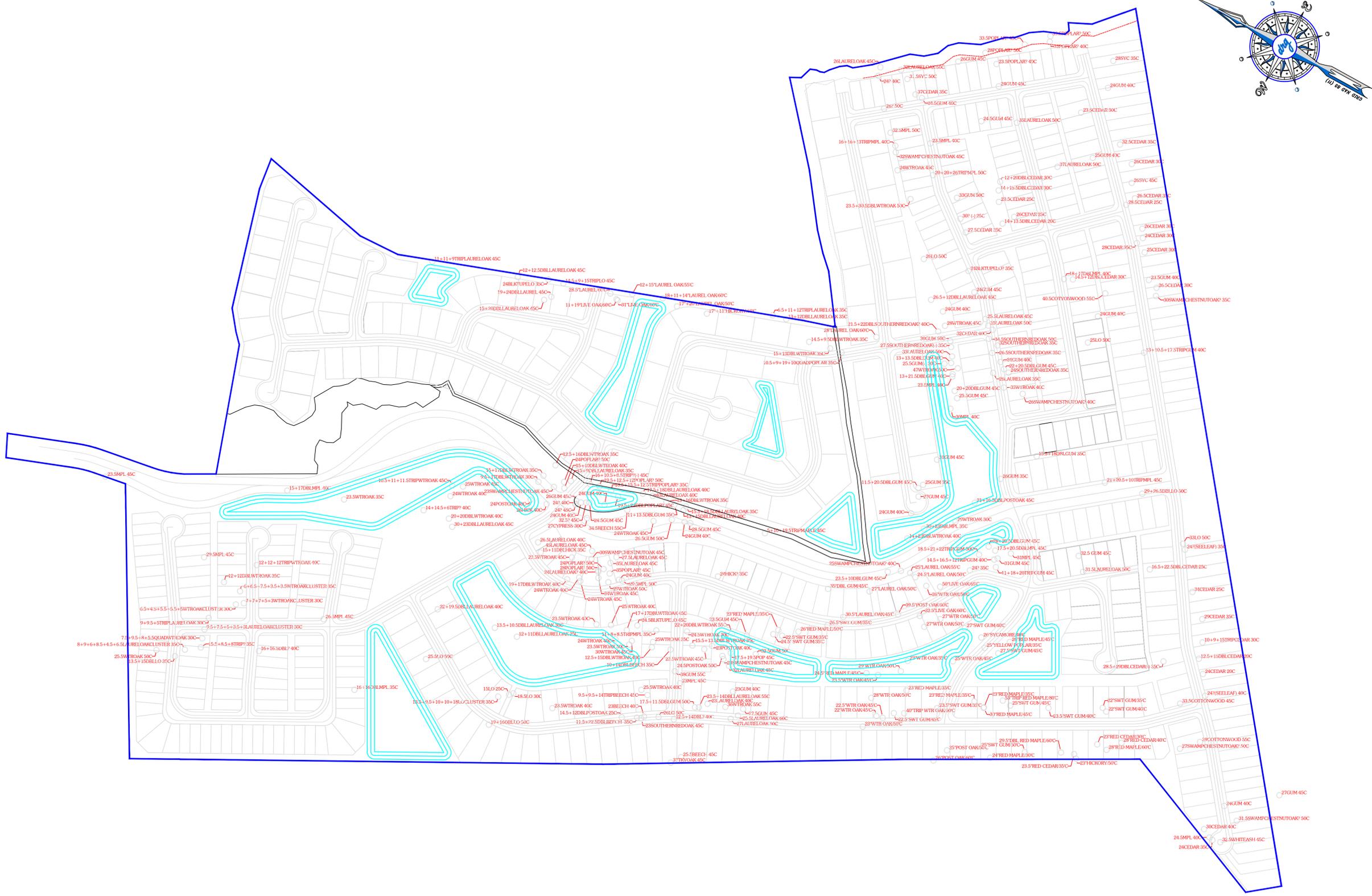
B2



DEVELOPMENT RESOURCE GROUP, LLC
1101 JOHNSON AVENUE, SUITE 300A
MYRTLE BEACH, SC 29577
843-839-3350 | DRGPLLC.COM

TREE SURVEY EXHIBIT

GRANDE DUNES NORTH



JOB NO:	20.161
SCALE:	1" = 200'
DRAWN BY:	JCP
CHECKED BY:	JCP
DATE:	12-21-20
EXHIBIT NUMBER:	

B3

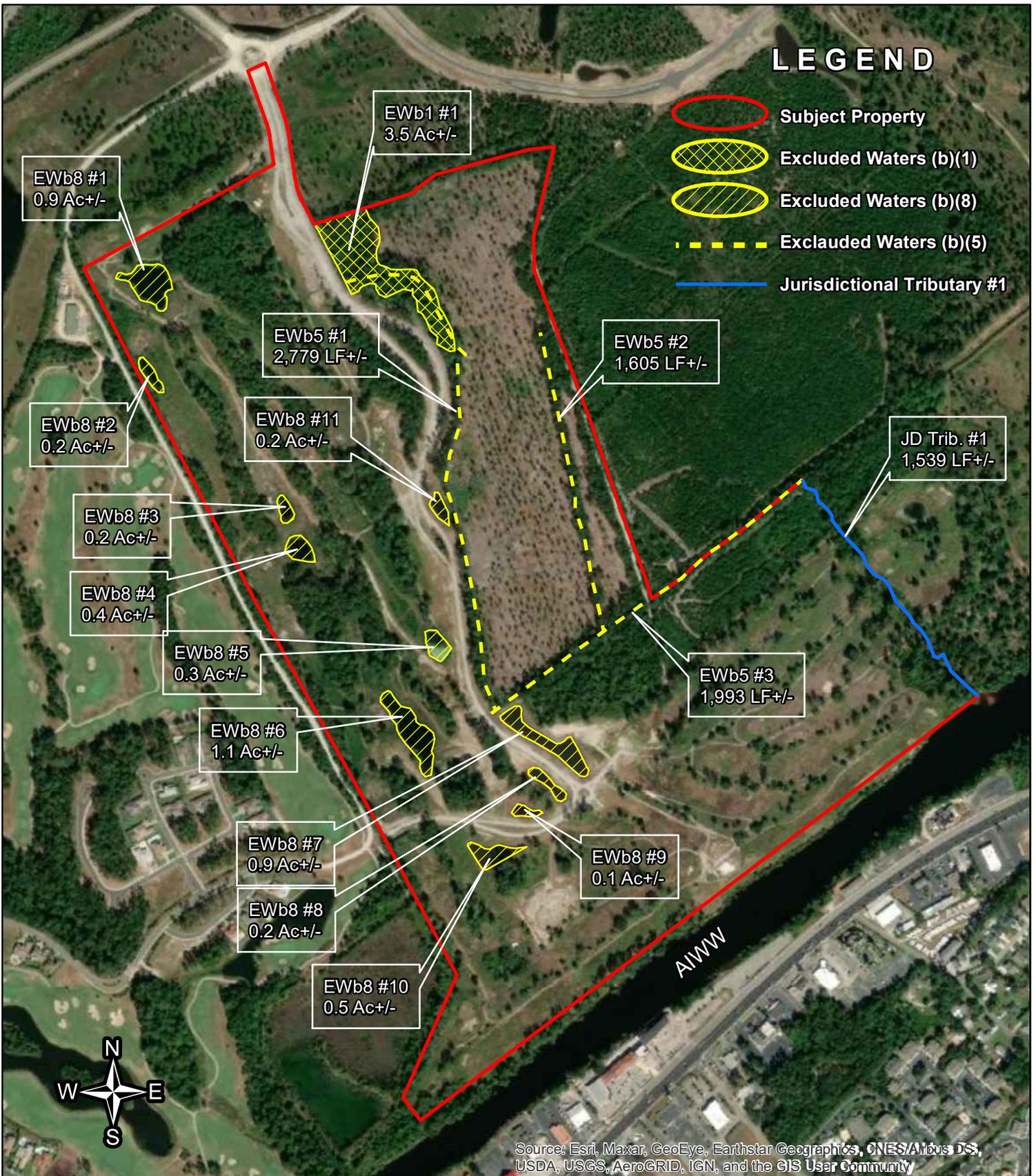
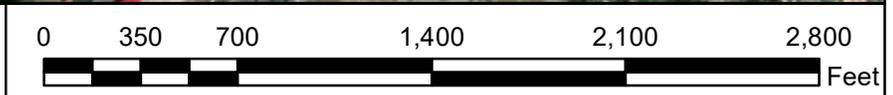


EXHIBIT DISCLAIMER: PLEASE NOTE THIS EXHIBIT IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT MEANT FOR DESIGN, LEGAL, OR ANY OTHER USES. THERE ARE NO GUARANTEES REGARDING ACCURACY. S&ME, INC. ASSUMES NO RESPONSIBILITY FOR ANY DECISION MADE OR ANY ACTIONS TAKEN BY THE USER BASED UPON THIS EXHIBIT.



Project No:	4263-20-119
Source:	ESRI
Source Date:	2018
Date:	October 30 2020

JD / EW Feature Exhibit
Waterway Hills Village Tract
TMS# 155-00-01-001
North Myrtle Beach, Horry County, SC

	Exhibit No.
	B4



DEPARTMENT OF THE ARMY
CHARLESTON DISTRICT, CORPS OF ENGINEERS
1949 INDUSTRIAL PARK ROAD, ROOM 140
CONWAY, SOUTH CAROLINA 29526

Exhibit No.
B4

December 18, 2020

Regulatory Division

Mr. Charles Oates
S&ME, Inc.
1330 Highway 501 Business
Conway, South Carolina 29526
coates@smeinc.com

Dear Mr. Oates:

This is in response to your request for an Approved Jurisdictional Determination (AJD) (SAC-2014-01063) received in our office on October 30, 2020, for a 229.12-acre site located , Horry County, South Carolina (Latitude: 33.79040°, Longitude: -78.7926°). An AJD is used to indicate that the U.S. Army Corps of Engineers (Corps) has identified the presence or absence of wetlands and/or other aquatic resources on a site, including their accurate location(s) and boundaries, as well as their jurisdictional status as waters of the United States pursuant to Section 404 of the Clean Water Act (CWA) (33 U.S.C. § 1344) and/or navigable waters of the United States pursuant to Sections 9 and 10 of the Rivers and Harbors Act of 1899 (RHA) (33 U.S.C. § 401 *et. seq.*). This AJD is issued in accordance with the definition of Waters of the United States in Corps regulations at 33 C.F.R. §328.3, as revised by the Navigable Waters Protection Rule: "Definition of Waters of the United States," 85 Fed. Reg. 22250 (April 21, 2020), which became effective on June 22, 2020.

The site is shown on the attached map entitled "JD / EW Feature Exhibit / Waterway Hills Village Tract / TMS# 155-00-01-001/ North Myrtle Beach, Horry County, SC" and dated INSERT DATE prepared by S&ME, Inc.. Based on a review of aerial photography, topographic maps, National Wetlands Inventory maps, soil survey information, LIDAR imagery, historical imagery, and Wetland Determination Data Form(s), we conclude the referenced map accurately reflects the location and boundaries of aquatic resources within the site. The site contains 1539 linear feet of other waters of the United States that are subject to Corps' jurisdiction under Section 404 of the CWA.

The site also contains aquatic resources that are not subject to Corps' jurisdiction under Section 404 of the CWA or Sections 9 and 10 of the RHA.

Attached is a form describing the basis of jurisdiction for the delineated area(s). Be aware that a Department of the Army (DA) permit may be required for certain activities in the areas subject to Corps' regulatory jurisdiction, and these areas may be subject to restrictions or requirements of other state or local government agencies.

If you submit a permit application as a result of this AJD, include a copy of this letter and the map as part of the application. Not submitting the letter and depiction will cause a delay while we confirm an AJD was performed for the proposed permit project area. Note that some or all of these areas may be regulated by other state or local government entities, and you should contact

the South Carolina Department of Health and Environmental Control, Bureau of Water, or Department of Ocean and Coastal Resource Management, to determine the limits of their jurisdiction.

This AJD is valid for five (5) years from the date of this letter unless new information warrants revision before the expiration date. This AJD is an appealable action under the Corps administrative appeal procedures defined at 33 CFR Part 331. The administrative appeal options, process and appeals request form is attached for your convenience and use.

The delineation included herein has been conducted to identify the location and extent of the aquatic resource boundaries and/or the jurisdictional status of aquatic resources for purposes of the Clean Water Act for the particular site identified in this request. This delineation and/or jurisdictional determination may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you or your tenant are USDA program participants, or anticipate participation in USDA programs, you should discuss the applicability of a certified wetland determination with the local USDA service center, prior to starting work.

In all future correspondence, please refer to file number SAC-2014-01063. A copy of this letter is forwarded to State and/or Federal agencies for their information. If you have any questions, please contact T. Brian Hardee, Project Manager, at (843) 365-0848, or by email at Tony.B.hardee@usace.army.mil.

Sincerely,



Digitally signed by
HARDEE.TONY.BRIA
N.1367806709
Date: 2020.12.18
10:13:12 -05'00'

T. Brian Hardee
Project Manager

Attachments:

Approved Jurisdictional Determination Form
Notification of Appeal Options

Copies Furnished:

David Jones / Freehold Communities
1109 48th Avenue North, Suite 111
Myrtle Beach South Carolina 29577

SCDHEC – Bureau of Water
2600 Bull Street
Columbia, South Carolina 29201
WQCWetlands@dhec.sc.gov

SCDHEC - OCRM
1362 McMillan Avenue, Suite 400
North Charleston, South Carolina 29405
OCRMPermitting@dhec.sc.gov

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY) RELOCATABLE EMERGENCY ACCESS AND
) MAINTENANCE EASEMENT AGREEMENT

THIS RELOCATABLE EMERGENCY ACCESS AND MAINTENANCE EASEMENT AGREEMENT (this "Agreement") is made and entered into as of this 8th day of OCTOBER, 2020 (the "Effective Date"), by and between **NGD PROPERTY II LLC**, a Delaware limited liability company ("NGD"), and **COTERRA CHESTNUT, LLC**, a South Carolina limited liability company ("COTERRA").

WITNESSETH:

WHEREAS, NGD is the owner of certain real property located in the City of North Myrtle Beach, Horry County, South Carolina, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (said property being referred to herein as "TRACT 1"); and

WHEREAS, COTERRA is the owner of certain real property located in the City of North Myrtle Beach, Horry County, South Carolina, as more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference (said property being referred to herein as "TRACT 2")(TRACT 1 and TRACT 2 being collectively referred to herein as the "Property"); and

WHEREAS, the City of North Myrtle Beach (the "City") requires that NGD and COTERRA, as part of the planned development of their respective Property, provide all current and future owners of the Property and first responders with emergency access to and from the Property as more particularly set forth and described below; and

WHEREAS, Water Tower Road, as described below as the Emergency Access Road, is an existing roadway, formerly maintained by Horry County, a portion of which is located on TRACT 1 and a portion of which is located on TRACT 2; and

WHEREAS, NGD and COTERRA desire to establish certain easements to provide temporary relocatable access to the Property over the Emergency Access Road prior to completion of development, and to establish a permanent emergency access between TRACT 1 and TRACT 2, equipped with a crash gate, as required by the City in the event a situation arises which necessitates such emergency access.

NOW, THEREFORE, in consideration of the premises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are contractual and binding in nature, are accurate, true and complete and are hereby incorporated into and made a part of this Agreement.
2. **DEFINITIONS.** The following words and terms, when used in this Agreement, shall have the following meanings and definitions, and all such definitions are applicable to the singular and plural forms of such words and terms. Other definitions may appear throughout this Agreement, and, in such case, shall have the meanings more particularly set forth herein.

"Benefited Property" means any portion of the Property which benefits from an easement created under this Agreement.

“**Burdened Property**” means any portion of the Property which is burdened by an easement created under this Agreement.

“**Easements**” mean Access Easement #1 and Access Easement #2 (as such terms are defined herein).

“**Easement Areas**” means Access Easement Area #1 and Access Easement Area #2 (as such terms are defined herein).

“**Easement Exhibit**” means that certain plat, sketch or drawing entitled “Emergency Access Easement”, dated September 3, 2020, prepared by Development Resource Group, and identified thereon as Job No. 19.174; a copy of said Easement Exhibit being attached hereto as Exhibit “C” and incorporated herein by reference.

“**Emergency Access Road**” shall mean the existing emergency access road currently located on the Property within Access Easement Area #1 and Access Easement #2 (as such terms are defined herein), which road is more specifically shown and depicted as the area labeled “**WATERTOWER ROAD**” on the Easement Exhibit.

“**Owner**” means the owner, at any particular point in time, of the fee simple title to any portion of the Property. At the time of the execution and recordation of this Agreement, NGD is the sole Owner of TRACT 1 and COTERRA is the sole Owner of TRACT 2.

3. GRANT OF EASEMENT BY NGD. NGD hereby grants and conveys to all current and future Owners of TRACT 2 and their respective heirs, successors and/or assigns, and for the benefit of and as an appurtenance to TRACT 2, a perpetual, non-exclusive, appurtenant, transferable and assignable easement (“**Access Easement #1**”), upon, over, within, through and across, and right to use, that certain portion of TRACT 1 being more particularly shown and depicted as the area labeled as “**20’ Wide Temporary All Weather Access Easement**” on the Easement Exhibit (“**Access Easement Area #1**”), for the sole purpose of:
 - (a) Providing emergency vehicles and medical professionals responding to emergencies on or within TRACT 2, including, without limitation, fire, police, medical providers and other emergency first responders, with such vehicular access to and from TRACT 2 via the Emergency Access Road as shall be reasonably necessary and appropriate in the event of an emergency on or within TRACT 2 (for example, fire or medical emergency); provided, however, such access shall be limited to that portion the Emergency Access Road located on or within Access Easement Area #1; and
 - (b) Providing all current and future Owners of TRACT 2 with such vehicular access to and from TRACT 2 via the Emergency Access Road as shall be reasonably necessary and appropriate in the event they need to evacuate TRACT 2 in the event of an emergency (for example, a hurricane); provided, however, such access shall be limited to that portion the Emergency Access Road located on or within Access Easement Area #1.
4. GRANT OF EASEMENT BY COTERRA. COTERRA hereby grants and conveys to all current and future Owners of TRACT 1 and their respective heirs, successors and/or assigns, and for the benefit of and as an appurtenance to TRACT 1, a perpetual, non-exclusive, appurtenant, transferable and assignable easement (“**Access Easement #2**”), upon, over, within, through and across, and right to use, that certain portion of TRACT 2 being more particularly shown and

depicted as the area labeled “**20’ Wide Temporary All Weather Access Easement**” on the Easement Exhibit (“**Access Easement Area #2**”), for the sole purpose of:

- (a) Providing emergency vehicles and medical professionals responding to emergencies on or within TRACT 1, including, without limitation, fire, police, medical providers and other emergency first responders, with such vehicular access to and from TRACT 1 via the Emergency Access Road as shall be reasonably necessary and appropriate in the event of an emergency on or within TRACT 1 (for example, fire or medical emergency); provided, however, such access shall be limited to that portion of the Emergency Access Road located on or within Access Easement Area #2; and
 - (b) Providing all current and future Owners of TRACT 1 with such vehicular access to and from TRACT 1 via the Emergency Access Road as shall be reasonably necessary and appropriate in the event they need to evacuate TRACT 1 in the event of an emergency (for example, a hurricane); provided, however, such access shall be limited to that portion of the Emergency Access Road located on or within Access Easement Area #2.
5. **RELOCATION.** Either party shall have the right, at any time and from time to time, at its sole cost and expense, to reconfigure any portion of the Emergency Access Road on its own Tract and to relocate the same to accommodate development of Tract 1 or Tract 2; provided that any such reconfiguration or relocation shall: (i) allow for relocation of the access point from the “**Current Emergency Access Point (Temporary)**” to the “**30’ Wide Future Emergency Access Point (Permanent)**” as both areas are designated and shown on the Easement Exhibit, (ii) be exercisable only after sixty (60) days’ prior written notice to the other party, (iii) not materially impair the usefulness or function of the Emergency Access Road as reconfigured or relocated, and (iv) be performed without cost or expense to the party not relocating said Emergency Access Road. To the extent such reconfiguration or relocation of the Emergency Access Road requires relocation on a Tract not owned by the party desiring such relocation, then, in such event the relocation on the other party’s Tract may only be accomplished by mutual agreement of the parties. To the extent such relocation reasonably requires the execution, delivery and recording of any amendment to this Agreement, the Owners agree to cooperate in the recording of such amendment in the Land Records Office, as defined below, in a timely manner.
6. **MAINTENANCE.** Except to the extent that any maintenance is performed by public authorities or such maintenance obligations are assigned to one or more homeowners associations, property owners associations or condominium regime owners associations, the Owners of the Property will be responsible for performing (or causing the performance of) all necessary maintenance and repairs to the portion of the Emergency Access Road located on or within the Easement Areas and any costs or expenses of such maintenance and/or repairs shall be split evenly between the Owners of the Property. Prior to undertaking any such maintenance or repairs, the Owners of the Property shall mutually agree on the scope of any such maintenance or repairs as well as the cost thereof. It is the intention of the parties that the portion of the Emergency Access Road located on or within the Easement Areas be maintained as an all-weather road surface to be used by the Owners of the Properties, as well as fire, police, medical providers and other first responders for emergency access only as described in this Agreement. The parties further agree to adopt reasonable procedures for a gating system to limit access to the Emergency Access Road and Access Areas as contemplated by, and in furtherance of, this Agreement.
7. **RESERVATION OF RIGHTS.** The Owner of any Burdened Property shall have the right to use such Owner’s Burdened Property in any manner and for any purpose that does not interfere with any other Owner’s easement rights and such other Owner’s use of the Easements, the Easement

Areas and the Emergency Access Road. All right, title and interest in and to the Easement Areas under this Agreement, which may be used and enjoyed without interfering with the rights conveyed by this Agreement, are reserved to the Owner of such Burdened Property, provided, however, that the Owner of any such Burdened Property shall not erect or maintain any buildings or other structures within the Easements Areas which may: (i) interfere with, or adversely affect, any other Owner's, its successors' and assigns' easement rights and their use of the Emergency Access Road or the Easement Areas; or (ii) cause damage to or interfere with the Emergency Access Road or the Easement Areas located on such Burdened Property. Each Burdened Property Owner's use and enjoyment of the Easement Areas located on such Burdened Property shall not interfere with, or adversely affect, any of other Owner's rights herein.

8. USE OF EASEMENTS. The use of all easements created by this Agreement will, in each instance, be non-exclusive and for the common use and benefit of the Owners of the particular Benefitted and Burdened Properties benefitted and burdened by such easements, their respective heirs, successors and assigns. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Easement Areas.
9. COVENANT AGAINST LIENS. If any party hereto causes labor or materials to be furnished to an Access Easement Area (any such party causing such labor or materials to be so furnished being referred to herein as the "**Working Party**"), the Working Party shall promptly pay and discharge by the due date any claim or obligation for labor or materials furnished at the direction of the Working Party, which, if not paid or discharged, would result in a lien on the applicable easement area. Specifically, and without limiting the foregoing, if the Working Party causes labor or materials to be furnished to an easement area, and if a lien arises out of the work or material furnished, then the Working Party shall immediately (but in no event later than thirty (30) days after the filing thereof) cause that lien to be satisfied or bonded over and shall indemnify, defend, and hold harmless the other parties hereto from and against the lien.
10. LEGAL EFFECT. The Easements and rights created in and by this Agreement are appurtenant to the Property to which it relates and may not be transferred, assigned or encumbered except as an appurtenance to such Property. For the purpose of each such Easements and rights, the Benefitted Property will constitute the dominant estate and the Burdened Property will constitute the servient estate. Each covenant contained in this Agreement: (a) constitutes a covenant running with the land; (b) binds every party hereto and every Owner now having or hereafter acquiring an interest in the Property; and (c) will inure to the benefit of each party hereto and each Owner and each party's and each Owner's heirs, successors and assigns. Each Owner agrees that on conveyance of all or any part of the Property, the grantee, by accepting such conveyance, will thereby automatically become a new party to and be bound by this Agreement.
11. DEFAULT; REMEDIES. The provisions of this Agreement will be enforced as follows:
 - (a) REMEDIES. In the event of any violation or threatened violation by any Owner or by any other party hereto of any of the provisions of this Agreement, each non-defaulting Owner and other non-defaulting party hereto shall have the right to seek and pursue any and all rights and remedies available at law and/or in equity, including, but not limited to, the right to enjoin such violation or threatened violation and collect damages in a court of competent jurisdiction; provided, however, such damages remedy shall be limited to actual damages only and shall exclude (and no party shall be entitled to) punitive, speculative or consequential damages. Prior to the commencement of any such action, and except as may otherwise be provided in Section 10(b) below or elsewhere in this Agreement to the

contrary, thirty (30) days prior written notice of the violation will be given to the Owner or other party hereto claimed to have committed such violation.

- (b) SELF-HELP. In the event any Owner or any other party hereto fails to perform any of the provisions of this Agreement (a "**Defaulting Party**"), any other Owner or party hereto (a "**Non-Defaulting Party**"), will have the right, without being obligated to do so, to enter upon the Property and improvements of such Defaulting Party and perform the obligations of the Defaulting Party hereunder; provided, however, that written notice of such intention, specifying the nature of the alleged default and the actions to be performed, has been given to the Defaulting Party not less than thirty (30) days prior to the commencement of such action or not less than twenty-four (24) hours prior to such commencement if, in the reasonable judgment of the Non-Defaulting Party giving notice, such default is of an emergency nature. During such thirty (30) day or twenty-four (24) hour period, as the case may be, the Defaulting Party will have the right to perform or commence performance of action appropriate to remedy such default, and provided such action is diligently carried to completion, the right of such other Non-Defaulting Party to perform the obligation of the Defaulting Party will terminate. If a Non-Defaulting Party elects to perform the action to have been performed by a Defaulting Party, on completion of such action, or from time to time, if the action is of a continuing nature, the Defaulting Party shall pay or reimburse the Non-Defaulting Party performing such action for the costs and expenses thereof within seven (7) days after receipt of the Non-Defaulting Party's written demand for same (any such written demand being referred to herein as a "**Default Reimbursement Notice**"), together with an itemized statement of such costs and expenses. Any amount due to the Non-Defaulting Party under the terms of this Section 10(b), which is not paid within said seven (7) day time period, shall bear interest at the rate of twelve percent (12%) per annum from the date of such Default Reimbursement Notice until paid in full. The Non-Defaulting Party may bring an action at law or in equity against the Defaulting Party for any amounts due under the terms of this Section 10(b), and interest, late payment fees, costs and reasonable attorney's fees of such action shall be added to the amount due.
- (c) FORCE MAJEURE. If performance of any action by any Owner or other party hereto is prevented or delayed by an act of God, war, terrorism, labor disputes, shortage of materials or supplies or other causes beyond the reasonable control of such Owner or other party (it being agreed that the financial inability of any party to perform any obligation shall never be deemed an event beyond its reasonable control), the time for performance of such action will be extended for the period that such action is delayed or prevented by such cause.
- (d) NO TERMINATION. No breach of this Agreement will entitle any Owner or any other party hereto to cancel, rescind or otherwise terminate this Agreement. The foregoing limitation will not affect, in any manner, any other right or remedy which any Owner or any other party hereto might have by reason of any breach of this Agreement.
- (e) CUMULATIVE RIGHTS AND REMEDIES; WAIVER. All rights and remedies of a party herein shall be cumulative and the exercise of one right or remedy shall not be deemed to be an election of remedies to the exclusion of the exercise of other rights and remedies. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.

(f) **ATTORNEYS' FEES.** In the event that any Owner or any other party hereto shall bring an action to enforce the terms hereof or to declare rights hereunder, the prevailing Owner or other party hereto in any such action shall be entitled to his court costs and reasonable attorneys' fees to be paid by the non-prevailing Owner or other party hereto as fixed by the court of appropriate jurisdiction, including reasonable attorneys' fees and court costs incurred in courts of original jurisdiction, bankruptcy courts, or appellate courts.

12. **NOTICE.** All notices, demands and requests which may be given or which are required to be given by any party to the other under this Agreement (any such notice, demand or request being referred to herein as a "Notice") shall be in writing and addressed to the other party at its address set out below (or to any other address that the receiving party may designate from time to time in accordance with this **Section 11**). Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only: (a) upon receipt by the receiving party; and (b) if the party giving the Notice has complied with the requirements of this **Section 11**. For purposes of this **Section 11**, the addresses of NGD and COTERRA are set forth below; provided, however, upon change of ownership of the Property, in whole or in part, the new Owner of such Property shall provide to the other Owners the new address, if any, for such new Owner for which Notices are to be given or are required, and upon the failure to provide any such address, any such Notice to any such new Owner shall be sent to the address maintained for the new Owner at the office of the Horry County Tax Assessor for delivery of ad valorem tax statements relating to a parcel of land until such address is changed by notice to the other Owners.

If to COTERRA: COTERRA CHESTNUT, LLC
c/o Coterra Companies
1213 Culbreath Drive, Suite 103
Wilmington, NC 28405
Attention: Donna Cote
Telephone: (910) 239-1590
E-mail: dcote@coterracompanies.com

With a copy to:

Robert S. Guyton, P.C.
4605 B Oleander Drive, Suite 202
Myrtle Beach, South Carolina 29577
Attention: Robert S. Guyton
Telephone: (843) 839-2100
E-mail: rsguyton@guytonlawfirm.com

If to NGD: NGD PROPERTY II LLC
500 Boylston Street,, Suite 2010
Boston, MA 02116
Attention: Casey Tischer
Telephone: (617) 221-8402
E-mail: ct@freeholdcm.com

With a copy to:

Goodwin Procter LLP
601 S. Figueroa Street, 41st Floor
Los Angeles, California 90017
Attention: Alex P. Jacobs, Esq.
Telephone: (213) 426-2606
E-mail: ajacobs@goodwinlaw.com

13. RECORDING. This Agreement shall be recorded in the Register of Deeds Office for Horry County, South Carolina (said office, including any successor office thereto, being referred to herein as the “**Land Records Office**”).
14. AMENDMENT. This Agreement may be modified, amended or terminated, except in a writing signed by all of the then current Owners of all the Property, and recorded in the Land Records Office.
15. APPLICABLE LAW: This Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of South Carolina. Jurisdiction and venue for any dispute arising out of this Agreement shall be in the Circuit Court for Horry County, South Carolina.
16. DISPUTE RESOLUTION (NON-JURY TRIAL). The parties waive their right to a jury trial and agree that all disputes, claims, and controversies arising from or in any way related to this Agreement shall be decided in a non-jury proceeding (i.e., a bench trial) filed in the Horry County Court of Common Pleas.
17. INVALIDITY. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
18. CAPTION HEADINGS. The headings and captions used in this Agreement are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Agreement.
19. NO MERGER OF EASEMENTS. No present or future common ownership of the Property shall be deemed a merger which would have the legal effect of extinguishing the easements created by this Agreement. The easements created hereby shall continue in effect despite any present or future common ownership of the servient and dominant estates unless and until terminated or otherwise modified as provided herein.
20. RULES OF CONSTRUCTION. The following rules shall apply to the construction and interpretation of this Agreement:
 - (a) Singular words shall connote the plural as well as the singular, and plural words shall connote the singular as well as the plural, and the masculine shall include the feminine and the neuter.
 - (b) All references in this Agreement to particular articles, sections, subsections or clauses (whether in upper or lower case) are references to articles, sections, subsections or clauses of this Agreement. All references in this Agreement to particular exhibits or schedules

(whether in upper or lower case) are references to the exhibits and schedules attached to this Agreement, unless otherwise expressly stated or clearly apparent from the context of such reference.

- (c) The headings contained herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.
 - (d) The terms “**hereby**,” “**hereof**,” “**hereto**,” “**herein**,” “**hereunder**” and any similar terms shall refer to this Agreement, and not solely to the provision in which such term is used.
 - (e) The terms “**include**,” “**including**” and similar terms shall be construed as if followed by the phrase “**without limitation**.”
21. NO PARTNERSHIP. The provisions of this Agreement are not intended to create, and shall not be interpreted to create, a joint venture, a partnership or any similar relationship between the parties.
22. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.
23. AUTHORITY. The parties hereby represent and warrant to each other that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.
24. EXHIBITS. The following Exhibits referenced in this Agreement and attached hereto are incorporated in and made a part of this Agreement:

<u>Exhibit “A”</u>	-	Description of TRACT 1
<u>Exhibit “B”</u>	-	Description of TRACT 2
<u>Exhibit “C”</u>	-	Easement Exhibit

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO EMERGENCY ACCESS AND MAINTENANCE EASEMENT AGREEMENT]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

NGD PROPERTY II LLC, a Delaware limited liability company

Witness #1
Print Name: Michael Berry

By: [Signature]
Print Name: Jesse R. Baker

Witness #2
Print Name: Colton Medeiros

Title: Authorized signatory

STATE OF MA)
COUNTY OF SUFFOLK)

ACKNOWLEDGMENT

The within instrument was acknowledged before me this 8th day of OCTOBER, 2020, by NGD PROPERTY II LLC, by Jesse R. Baker, as its Authorized signatory.

[Signature]
(SEAL)
Official Signature of Notary Public

Amy K Berggren
Notary's printed or typed name
Notary Public for MA
My Commission expires: 2/6/24

(Official Seal)



[SIGNATURE PAGE TO EMERGENCY ACCESS AND MAINTENANCE EASEMENT AGREEMENT]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

COTERRA CHESTNUT, LLC, a South Carolina limited liability company

Witness #1
Print Name: Kelsea Meadows

By: [Signature]
Print Name: Donna M. Cote

Witness #2
Print Name: Jack Boyd

Title: Manager

STATE OF North Carolina)
COUNTY OF New Hanover)

ACKNOWLEDGMENT

The within instrument was acknowledged before me this 24th day of September, 2020, by COTERRA CHESTNUT, LLC, by Donna M. Cote, as its Manager.

[Signature]
(SEAL)
Official Signature of Notary Public

Derek Emme
Notary's printed or typed name
Notary Public for New Hanover North Carolina
My Commission expires: 03/10/2024

(Official Seal)

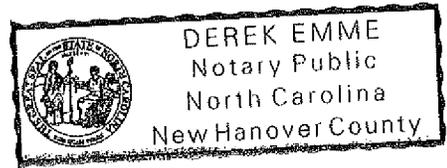


EXHIBIT "A"
DESCRIPTION OF TRACT 1

ALL that certain piece, parcel or tract of land, situate, lying and being in the City of North Myrtle Beach, County of Horry, State of South Carolina, and being shown and delineated as 241.46 acres on that certain plat entitled "Combination Plat of 60.69 Acre PIN 389-00-00-006 and 180.77 Acre PIN 389-00-00-0007 into a 241.26 Acre Parcel, Dogwood Neck Township, City of North Myrtle Beach, Horry County, South Carolina" prepared for NGD Property I LLC & NGD Property II LLC by Castles Consulting Engineers, Inc. dated August 3, 2016 and recorded November 8, 2016 in Plat Book 272 at Page 260, public records of Horry County, South Carolina; having the boundaries and measurements as set forth on said plat, reference being craved thereto as often as is necessary for a more complete and accurate legal description.

ALSO, ALL that certain piece, parcel or tract of land, situate, lying and being in the City of North Myrtle Beach, County of Horry, State of South Carolina, and being shown and delineated as PORTION OF PARCEL B, TOTAL AREA 8.10 +/- AC., on a plat entitled "MAP OF 2 PARCELS CONTAINING 18.96 +/- ACRES OF LAND, CITY OF NORTH MYRTLE BEACH, HORRY COUNTY, SOUTH CAROLINA, EXEMPT SUBDIVISION & COMBINATION PLAT" prepared for Coterra Chestnut, LLC, by DDC Engineers, dated December 22, 2016, revised November 29, 2017, and recorded December 19, 2017 in Plat Book 278 at Page 297, public records of Horry County, South Carolina; having the boundaries and measurements as set forth on said plat, reference being craved thereto as often as is necessary for a more complete and accurate legal description.

LESS AND EXCEPTING ALL that certain piece, parcel or tract of land, situate, lying and being in the City of North Myrtle Beach, County of Horry, State of South Carolina, and being shown and delineated as TOTAL AREA 10.86 +/- AC., on a plat entitled "MAP OF 2 PARCELS CONTAINING 18.96 +/- ACRES OF LAND, CITY OF NORTH MYRTLE BEACH, HORRY COUNTY, SOUTH CAROLINA, EXEMPT SUBDIVISION & COMBINATION PLAT" prepared for Coterra Chestnut, LLC, by DDC Engineers, dated December 22, 2016, revised November 29, 2017, and recorded December 19, 2017 in Plat Book 278 at Page 297, public records of Horry County, South Carolina; having the boundaries and measurements as set forth on said plat, reference being craved thereto as often as is necessary for a more complete and accurate legal description.

DERIVATION: This being the same property conveyed by deed to NGD Property II LLC, a Delaware limited liability company, from J.W. Holliday Family, LLC, a South Carolina limited liability company, CW Hills, LLC, a South Carolina limited liability company, RW Hills, LLC, a South Carolina limited liability company, and MB National Joint Venture, LLC, a South Carolina limited liability company dated March 20, 2015 and recorded March 24, 2015 in the Office of the Register of Deeds for Horry County, South Carolina in Book 3807, at page 2628, and being a portion of the property conveyed by deed to NGD Property II LLC, a Delaware limited liability company, from NGD Property I LLC, a Delaware limited liability company, dated December 16, 2016 and recorded December 19, 2016 in the Office of the Register of Deeds for Horry County, South Carolina in Book 3973, at page 2103, and being the same property conveyed by deed to NGD Property II LLC, a Delaware limited liability company, from Coterra Chestnut, LLC, a South Carolina limited liability company, dated December 20, 2017 and recorded December 27, 2017 in Office of the Register of Deeds for Horry County, South Carolina in Book 4069, at page 2038.

PIN No.: 389-00-00-0007

EXHIBIT "B"
DESCRIPTION OF TRACT 2

ALL AND SINGULAR that certain piece, parcel or tract of land, located in the City of North Myrtle Beach, Horry County, South Carolina, shown and depicted as a combined parcel of 230.83+/- ACRES, in the aggregate, comprised of Coterra Chestnut, LLC (Parcel "B") containing 4,138,196 +/- SF, 95.00 +/- AC; Coterra Chestnut, LLC parcel containing 3,269,923 +/- SF, 75.07 +/- AC, and Coterra Chestnut, LLC parcel containing 2,646,731 +/- SF, 60.76 +/- AC, as shown on that certain plat entitled "MAP OF 230.83 +/- ACRES OF LAND, CITY OF NORTH MYRTLE BEACH, HORRY COUNTY, SOUTH CAROLINA, RECOMBINATION & EASEMENT PLAT" prepared by DDC Engineers, Inc., for The Coterra Companies, dated February 16, 2015, and recorded April 15, 2015 in Plat Book 265 at Page 348, in the Office of the Register of Deeds for Horry County, South Carolina, reference to such plat being craved and forming a part of this description.

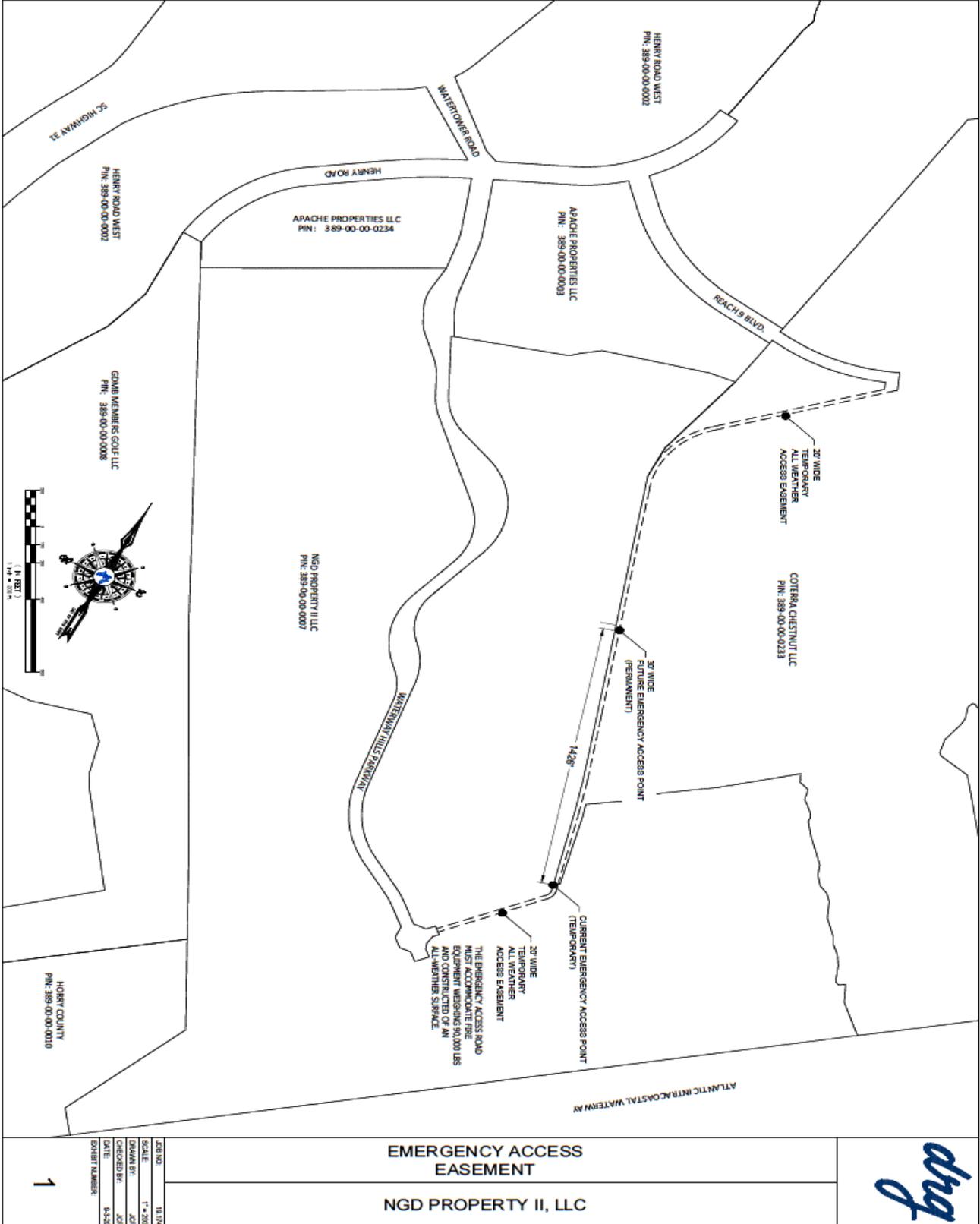
ALSO, ALL that certain piece, parcel or tract of land, situate, lying and being in the City of North Myrtle Beach, County of Horry, State of South Carolina, and being shown and delineated as TOTAL AREA 10.86 +/- AC., on a plat entitled "MAP OF 2 PARCELS CONTAINING 18.96 +/- ACRES OF LAND, CITY OF NORTH MYRTLE BEACH, HORRY COUNTY, SOUTH CAROLINA, EXEMPT SUBDIVISION & COMBINATION PLAT" prepared for Coterra Chestnut, LLC, by DDC Engineers, dated December 22, 2016, revised November 29, 2017, and recorded December 19, 2017 in Plat Book 278 at Page 297, public records of Horry County, South Carolina; having the boundaries and measurements as set forth on said plat, reference being craved thereto as often as is necessary for a more complete and accurate legal description.

LESS AND EXCEPTING, ALL that certain piece, parcel or tract of land, situate, lying and being in the City of North Myrtle Beach, County of Horry, State of South Carolina, and being shown and delineated as PORTION OF PARCEL B, TOTAL AREA 8.10 +/- AC., on a plat entitled "MAP OF 2 PARCELS CONTAINING 18.96 +/- ACRES OF LAND, CITY OF NORTH MYRTLE BEACH, HORRY COUNTY, SOUTH CAROLINA, EXEMPT SUBDIVISION & COMBINATION PLAT" prepared for Coterra Chestnut, LLC, by DDC Engineers, dated December 22, 2016, revised November 29, 2017, and recorded December 19, 2017 in Plat Book 278 at Page 297, public records of Horry County, South Carolina; having the boundaries and measurements as set forth on said plat, reference being craved thereto as often as is necessary for a more complete and accurate legal description.

DERIVATION: This being the same property conveyed to Coterra Chestnut, LLC by Deed of Sea Shore Farms, LLC recorded July 21, 2014 in Deed Book 3749 at Page 1618, by Deed of J.B. Chestnut Limited Liability Company recorded July 21, 2014 in Deed Book 3749 at Page 1624, and by Deed of Reach 9, LLC recorded January 29, 2015 in Deed Book 3795 at Page 2595, all in the Office of the Register of Deeds for Horry County, South Carolina.

PIN: 389-00-00-0233

EXHIBIT "C"
EASEMENT EXHIBIT



dry

Exhibit B5

NPMB1:344823.3

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The Easements being granted are located in the County of Horry, South Carolina, bearing Parcel Identification Numbers (part of) 389-00-00-0007 and (part of) 389-00-00-0233 and are granted between NGD Property II LLC and Coterra Chestnut, LLC.
3. Check one of the following: The deed is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) XXXX exempt from the deed recording fee because (See Information section of affidavit); Exemption Number 1. Transfer of Realty With Consideration Less Than \$100.00. (If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

- (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
- (b) _____ The fee is computed on the fair market value of the realty which is _____.
- (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes ___ or NO ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes" the amount of the outstanding balance of this lien or encumbrance is: _____.

6. The deed recording fee is computed as follows:

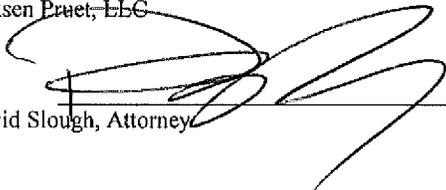
(a) Place the amount listed in item 4 above here:	\$0.00
(b) Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	\$0.00
(c) Subtract line 6(b) from Line 6(a) and place result here:	\$0.00

7. The deed recording fee due is based on the amount listed on Line6(c) above and the deed recording fee due is: \$0.00.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney for NGD Property II LLC.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Nexsen Praet, LLC

By: 
David Slough, Attorney

SWORN to before me this 15th
day of October, 2020.


Print Name: Joanne L. Fitzsimmons
Notary Public for: South Carolina
7-5-2026 exp.

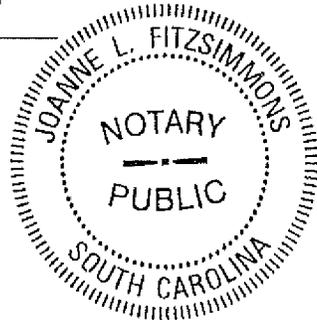


Exhibit B5

NPMB1:344823.3

**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

**TO BE FILED WITH EACH INSTRUMENT PRESENTED ELECTRONICALLY FOR RECORDING.
HORRY COUNTY REGISTER OF DEEDS, 1301 SECOND AVENUE POST OFFICE BOX 470 , CONWAY ,
SOUTH CAROLINA 29526**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Agreement Deed Book

DATE OF INSTRUMENT: .

DOCUMENT SHALL BE RETURNED TO:

NAME: Nexsen Pruet, LLC

ADDRESS:

1230 Main Street, Suite 700

Columbia, SC 29201

TELEPHONE: (803) 540-2074

FAX: (803) 540-2074

E-MAIL ADDRESS: namos@nexsenpruet.com

Related Document

(s):

PURCHASE PRICE / MORTGAGE AMOUNT: \$.

BRIEF PROPERTY DESCRIPTION: 20' Wide Access Easement

TAX MAP NUMBER (TMS #) 389-00-00-0007 and 389-00-00-0233 / PIN NUMBER: ,

GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO):

FULL BUSINESS NAME

1. NGD PROPERTY II LLC
2. COTERRA CHESTNUT, LLC

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME

1. NGD PROPERTY II LLC
2. COTERRA CHESTNUT, LLC

Exhibit B5

RELOCATABLE EMERGENCY ACCESS MAINTENANCE PROGRAM
(Serving NGD Property II LLC & Coterra Chestnut, LLC)

This maintenance program applies to the 20' wide Emergency Access Road located on or within the Easement Areas as shown on Exhibit "C" of the Relocatable Emergency Access and Maintenance Easement Agreement (Exhibit "B-4") providing maintenance to ensure a passable all-weather road capable of supporting fire equipment weighing 90,000 lbs. is provided at all times for use by fire, police, medical providers and other first responders for emergency access only upon the granting of occupancy for residences in the NGD Property.

Gates at each end of the emergency access in addition to the access route shall be clearly marked with signage to provide a clear understanding of the road location and connection to public and private roads.

Ultimately maintenance obligations for the emergency access easement road shall be assigned to one or more homeowners associations, property owners associations or condominium regime owners associations.

Until such time as associations have been formed and assessments are being collected, the owners of the property will be responsible for performing (or causing the performance of) all necessary maintenance and repairs to the portion of the Emergency Access Road located on or within the Easement Areas.

Scope of regular maintenance for the access road shall be as follows:

- Emergency Access Road shall be checked on a monthly basis to determine whether finish grading is needed to eliminate potholes and any wash-boarding to keep road accessible to all users.
- After major storm events road will be checked for erosion washouts or downed tree debris.
- Emergency access gating shall be checked periodically for functionality and repaired if necessary, including if vandalism has occurred.

The Emergency Access Road may be relocated to accommodate construction phasing provided the relocation does not materially impair the usefulness or function of the road as reconfigured.

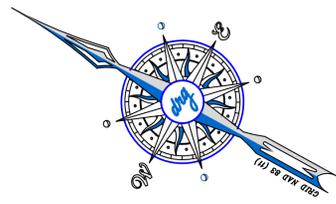
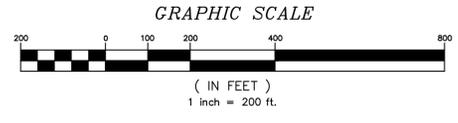
Costs and expenses of such maintenance and/or repairs may be split evenly between the owners of the property provided no disruption of maintenance services occur to any portion of the roadway.

Exhibit B6

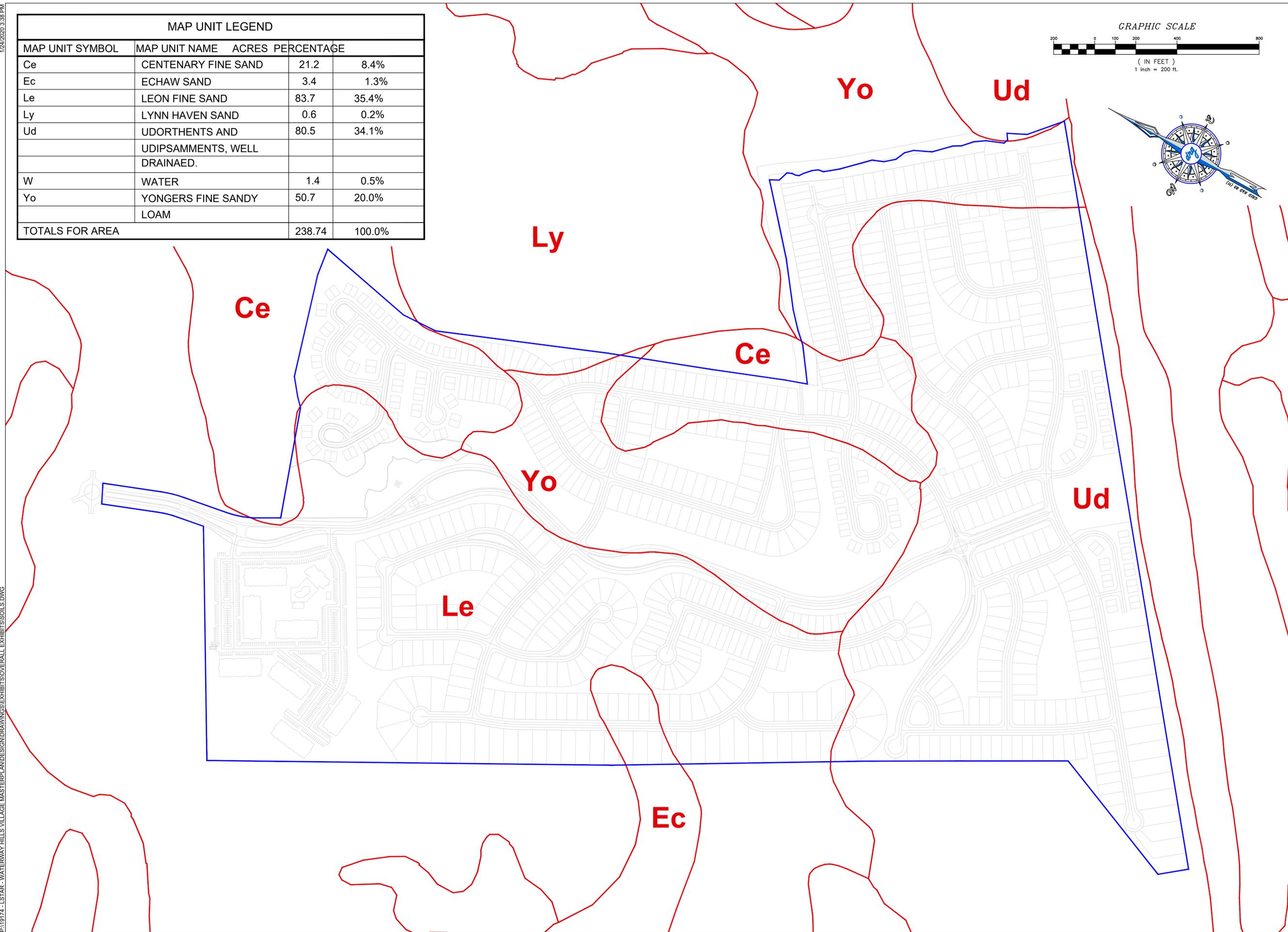
TRC Comments January 21, 2021

1/24/2020 3:38 PM
P:\19174 - LSTAR - WATERWAY HILLS VILLAGE MASTERPLAN\DESIGN\DRAWING\EXHIBIT\SOVERALL EXHIBIT\SOILS.DWG

MAP UNIT LEGEND			
MAP UNIT SYMBOL	MAP UNIT NAME	ACRES	PERCENTAGE
Ce	CENTENARY FINE SAND	21.2	8.4%
Ec	ECHAW SAND	3.4	1.3%
Le	LEON FINE SAND	83.7	35.4%
Ly	LYNN HAVEN SAND	0.6	0.2%
Ud	UDORTHENTS AND UDIPSAMMENTS, WELL DRAINAEED.	80.5	34.1%
W	WATER	1.4	0.5%
Yo	YONGERS FINE SANDY LOAM	50.7	20.0%
TOTALS FOR AREA		238.74	100.0%



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MYRTLE BEACH, SC 29577
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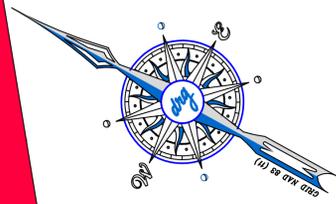
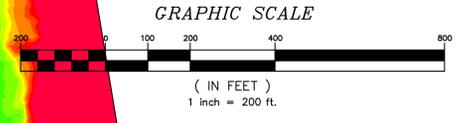
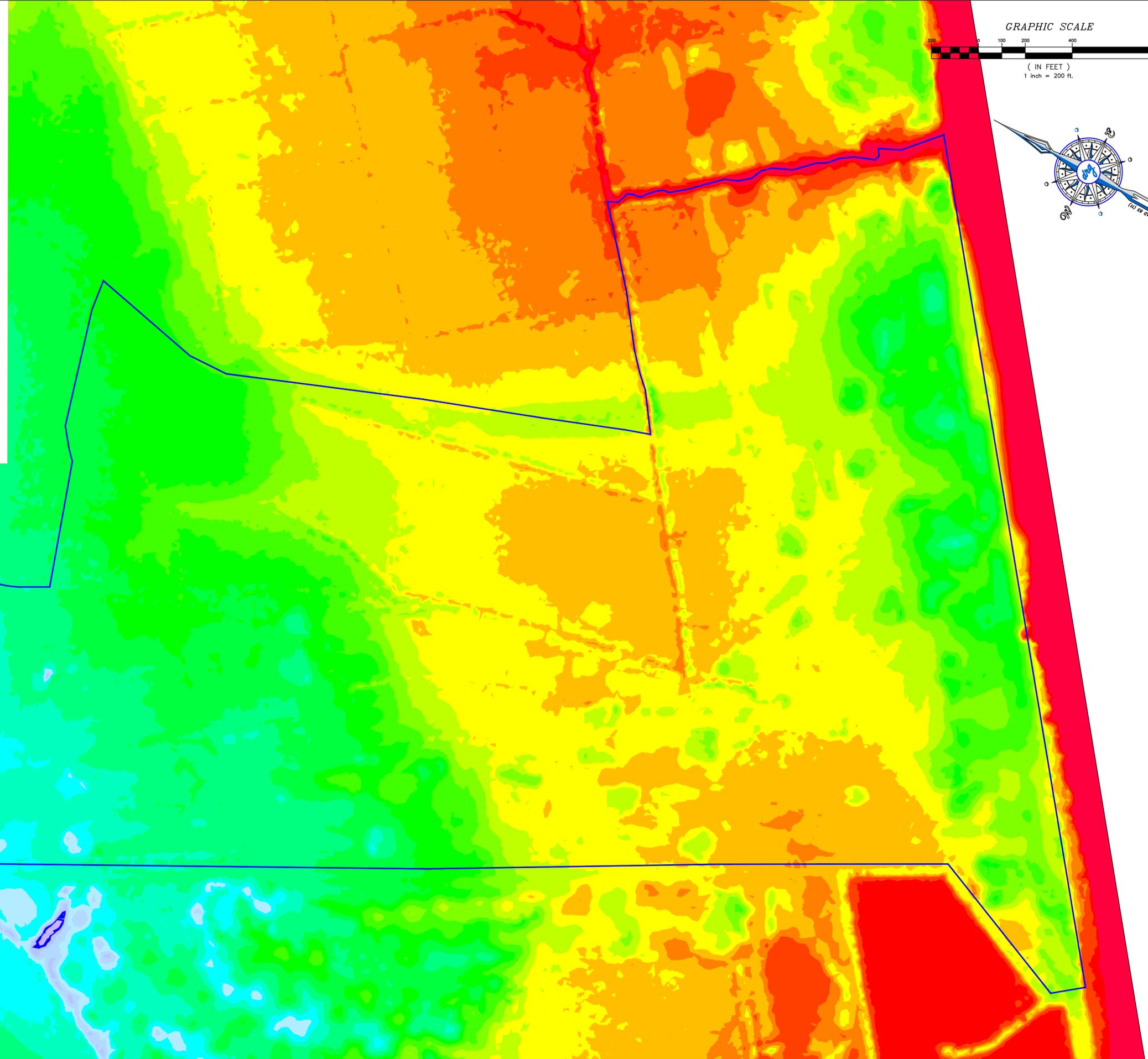


SOILS EXHIBIT
WATERWAY HILLS VILLAGE

JOB NO: 19.150
SCALE: 1" = 200'
DRAWN BY: JCP
CHECKED BY: JCP
DATE: 1-24-20
EXHIBIT NUMBER:

C1

Elevations Table			
Number	Minimum Elevation	Maximum Elevation	Color
1	0.00	10.00	Red
2	10.00	15.00	Dark Red
3	15.00	20.00	Orange
4	20.00	22.50	Light Orange
5	22.50	25.00	Yellow-Orange
6	25.00	27.50	Yellow
7	27.50	30.00	Light Green
8	30.00	32.50	Green
9	32.50	35.00	Light Green
10	35.00	37.50	Green
11	37.50	40.00	Light Green
12	40.00	42.50	Green
13	42.50	45.00	Light Green
14	45.00	47.50	Green
15	47.50	50.00	Light Green
16	50.00	52.50	Green
17	52.50	55.00	Light Green
18	55.00	57.50	Green
19	57.50	60.00	Light Green
20	60.00	75.00	Green



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 1101 JOHNSON AVENUE, SUITE 300A
 MYRTLE BEACH, SC 29577
 843-839-3350 | DRGPLLC.COM

DIGITAL ELEVATION
 MODEL EXHIBIT

GRANDE DUNES NORTH

JOB NO: 20.161
 SCALE: 1" = 200'
 DRAWN BY: JCP
 CHECKED BY: JCP
 DATE: 12-21-20
 EXHIBIT NUMBER:

C2

IT IS ANTICIPATED THAT A DETENTION WAIVER WILL BE GRANTED BECAUSE IT APPEARS THE PROJECT WILL NOT HAVE SIGNIFICANT ADVERSE IMPACT ON THE RECEIVING NATURAL WATERWAY OR DOWNSTREAM PROPERTIES.

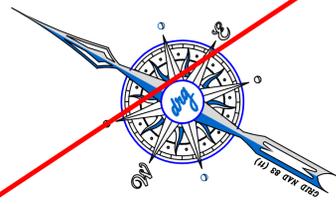
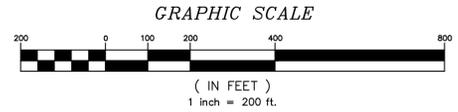
REQUIRED POND AREA FOR WATER QUALITY: THE REGULATIONS OF THE STORMWATER MANAGEMENT AND SEDIMENT REDUCTION ACT REQUIRE THAT "PERMANENT WATER QUALITY PONDS HAVING A PERMANENT POOL SHALL BE DESIGNED TO STORE AND RELEASE THE FIRST 1/2 INCH OF RUNOFF FROM THE SITE OVER A 24-HOUR PERIOD. HOWEVER, THE CITY OF NORTH MYRTLE BEACH REQUIRES DETENTION OF THE FIRST 1 INCH OF RUNOFF BASED ON THEIR MANUAL OF DESIGN, INSTALLATION, AND MAINTENANCE REQUIREMENTS FOR STORMWATER MANAGEMENT PLANS.

VOLUME OF 1" RUNOFF = 878,000 FT³

ALLOWING 3' OF FREEBOARD IN PONDS FOR WATER QUALITY CONTROL, ROUGHLY 6.75 AC. OF POND AREA IS NEEDED.

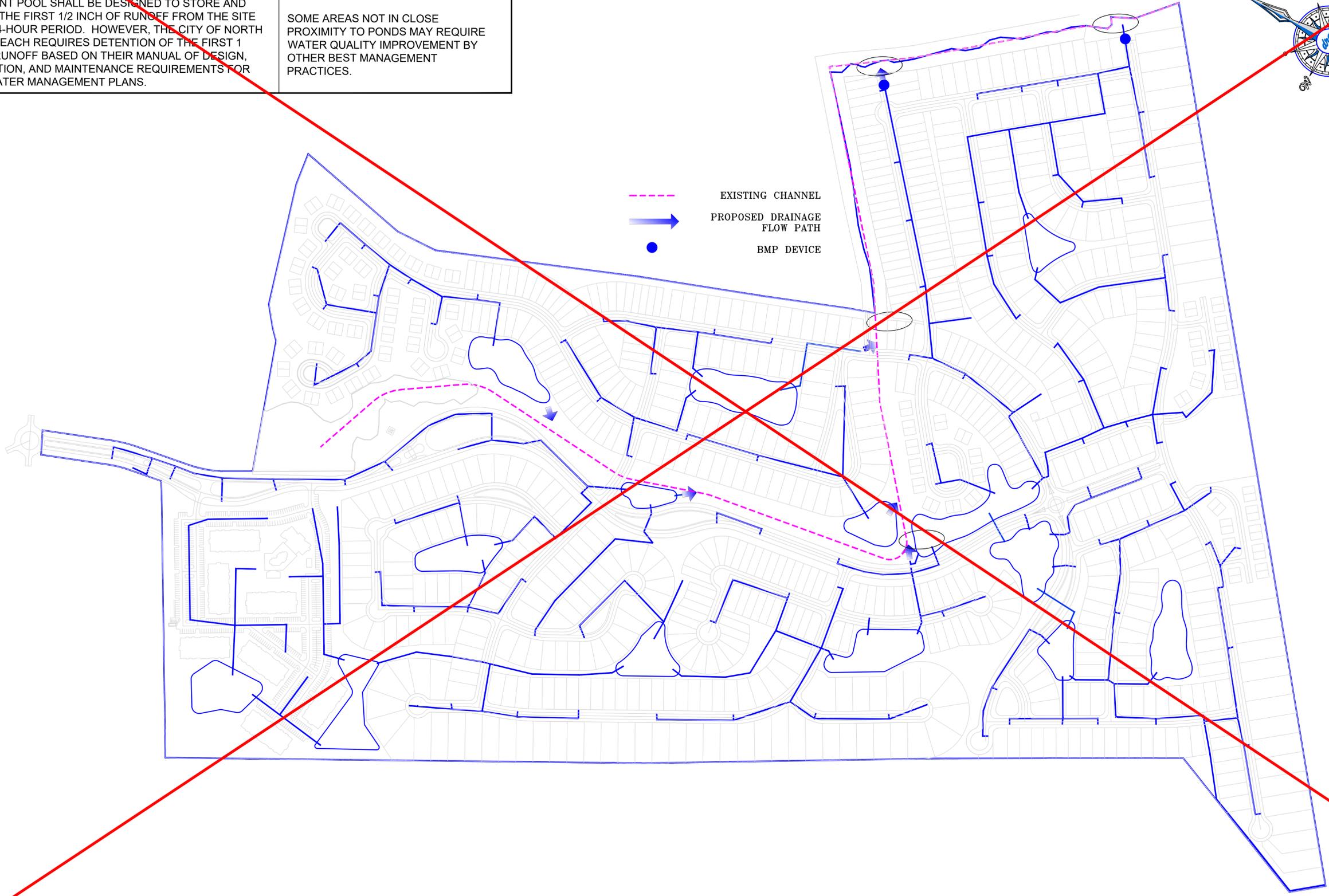
PLAN ILLUSTRATES APPROXIMATELY 11 AC. OF PONDS.

SOME AREAS NOT IN CLOSE PROXIMITY TO PONDS MAY REQUIRE WATER QUALITY IMPROVEMENT BY OTHER BEST MANAGEMENT PRACTICES.



DEVELOPMENT RESOURCE GROUP, LLC
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MYRTLE BEACH, SC 29577
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--- EXISTING CHANNEL
→ PROPOSED DRAINAGE FLOW PATH
● BMP DEVICE



DRAINAGE EXHIBIT

WATERWAY HILLS VILLAGE

JOB NO:	19.150
SCALE:	1" = 200'
DRAWN BY:	JCP
CHECKED BY:	JCP
DATE:	1-24-20
EXHIBIT NUMBER:	

C3

IT IS ANTICIPATED THAT A DETENTION WAIVER WILL BE GRANTED. IT APPEARS THE PROJECT WILL NOT HAVE SIGNIFICANT ADVERSE IMPACT ON THE RECEIVING NATURAL WATERWAY OR DOWNSTREAM PROPERTIES.

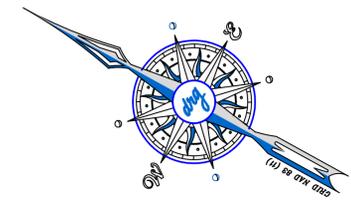
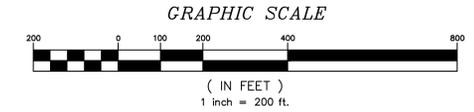
REQUIRED POND AREA FOR WATER QUALITY: THE REGULATIONS OF THE STORMWATER MANAGEMENT AND SEDIMENT REDUCTION ACT REQUIRE THAT "PERMANENT WATER QUALITY PONDS HAVING A PERMANENT POOL SHALL BE DESIGNED TO STORE AND RELEASE THE FIRST 1/2 INCH OF RUNOFF FROM THE SITE OVER A 24-HOUR PERIOD. HOWEVER, THE CITY OF NORTH MYRTLE BEACH REQUIRES DETENTION OF THE FIRST 1 INCH OF RUNOFF BASED ON THEIR MANUAL OF DESIGN, INSTALLATION, AND MAINTENANCE REQUIREMENTS FOR STORMWATER MANAGEMENT PLANS.

VOLUME OF 1" RUNOFF = 871,000 FT^3

ALLOWING 3' OF FREEBOARD IN PONDS FOR WATER QUALITY CONTROL, ROUGHLY 6.75 AC. OF POND AREA IS NEEDED.

PLAN ILLUSTRATES APPROXIMATELY 22 AC. OF PONDS.

SOME AREAS NOT IN CLOSE PROXIMITY TO PONDS MAY REQUIRE WATER QUALITY IMPROVEMENT BY OTHER BEST MANAGEMENT PRACTICES.

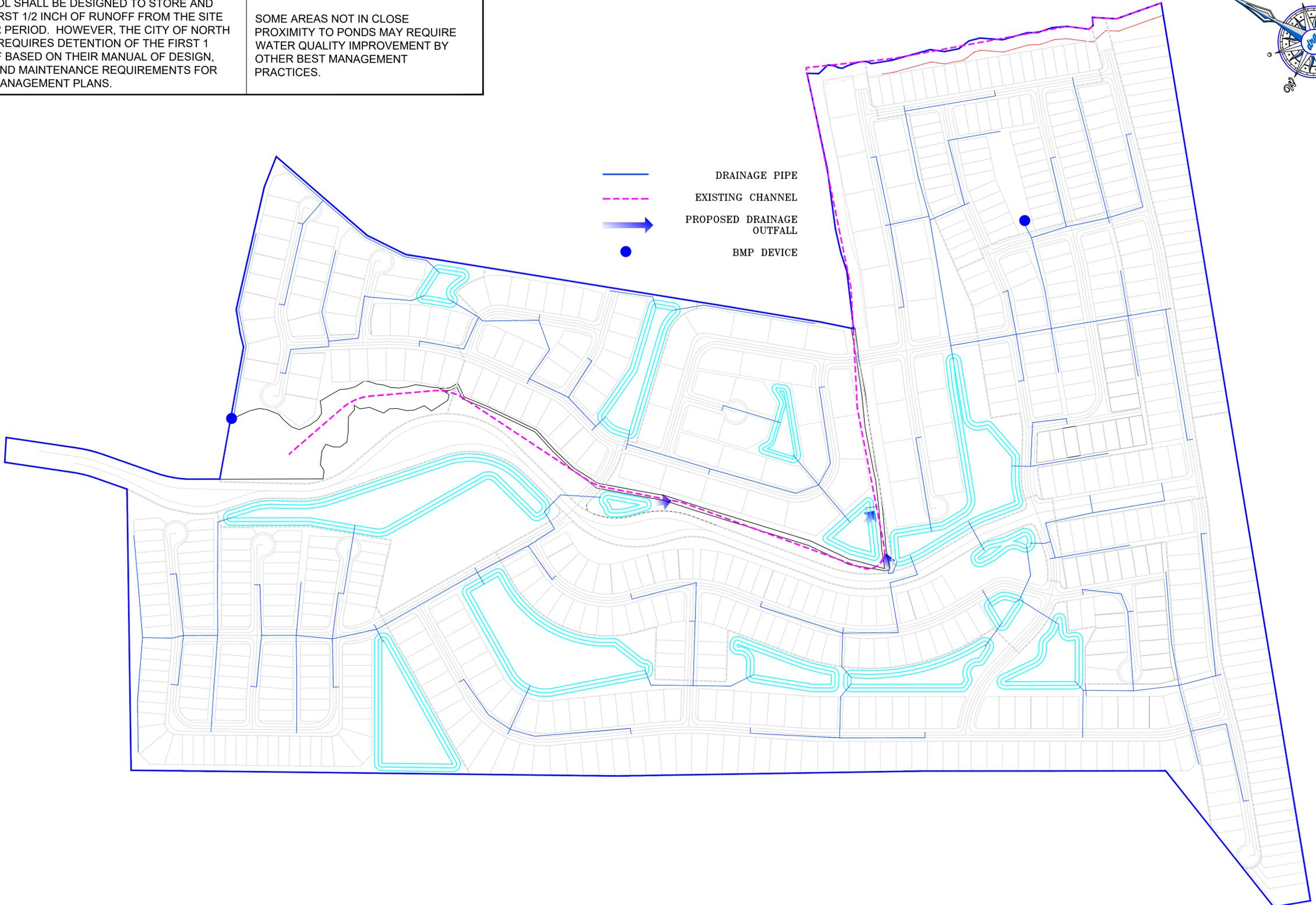


DEVELOPMENT RESOURCE GROUP, LLC
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MYRTLE BEACH, SC 29577
843-839-3350 | DRGPLLC.COM

DRAINAGE EXHIBIT
GRANDE DUNES NORTH

JOB NO: 20.161
SCALE: 1" = 200'
DRAWN BY: JCP
CHECKED BY: JCP
DATE: 12-21-20
EXHIBIT NUMBER:

C3



-  DRAINAGE PIPE
-  EXISTING CHANNEL
-  PROPOSED DRAINAGE OUTFALL
-  BMP DEVICE



SPANGLER ENVIRONMENTAL, INC.

Environmental Planning Environmental Permitting Environmental Consulting Environmental Construction Management Expert Testimony

November 21, 2014

Mr. Steve Vining, Esq
L Star Management
516 N. West Street
Raleigh, NC 27603

RE: Waterway Hills and Wilson Tracts
Protected Species Evaluation

Mr. Vining:

Spangler Environmental, Inc. (SEI) has reviewed information obtained from Environmental Data Resources, Inc. (EDR®), South Carolina Natural Heritage Program (SCNHP), US Fish and Wildlife Service (FWS), and North Carolina Gap Analysis Project. The purpose of this review is to determine if the subject property is recorded in Federal and State databases and assessing the likelihood that the subject property contains critical habitat associated with protected species.

Historical Records:

The enclosed EDR® report contains information that includes the following sources: Federal Lands data, National Register of Historic Places data, State Historic Places and Indian Reservation data, Nation Flood Plain data, and National Wetland Inventory data, among others.

The EDR® report identifies two species that appear on the ðSC Endangered Species Databaseö. However, these species are not endangered, nor are they granted any protected status. The ðSC Endangered Species Databaseö appears to be inclusive of rare and uncommon species that are tracked by state and federal agencies in addition to species classified as endangered. The EDR report also identifies the Lewis Ocean Bay Natural Heritage Preserve, a state natural heritage preserve, in close proximity to the subject property. The EDR® report includes regional protected species listed in the EPA Endangered Species Protection Program Database but only identifies endangered species that occur within the same county as the subject property. The wildlife datasets obtained from SCNHP identified element occurrences of four tracked species within a mile of the subject property. However, of those four species, only the Red Cockaded Woodpecker is granted protected status. This species is included in both federal and state endangered species lists. Ten instances of Red Cockaded Woodpecker sightings were documented within a mile of the subject property. The South Carolina Department of Environment and Natural Resources (SCDENR) was contacted to confirm this information and ensure that all available wildlife resources were being reviewed properly.

4338 Bland Road Raleigh, N.C. 27609 phone 919-875-4288 fax 919-875-4287

1-866-SPANGLER www.spanglerenvironmental.com

Exhibit
D

Field Conditions:

Site conditions relative to these data were evaluated via direct, on-site reconnaissance. A visit to the site was made on November, 2014. Topographic maps, hydrologic maps, and aerial maps of the tract were reviewed in order to determine areas with the highest likelihood of presenting characteristics marking them as a distinct habitat. Historical aerial maps provided by EDR were also reviewed to evaluate changes in habitat utilization where possible. Habitats were classified according to vegetation, topography, hydrology, and soil type. Special care was given to identify the potential presence of Red Cockaded Woodpecker.

The habitats located on the subject property did not appear to be likely to support a population of Red Cockaded Woodpecker due to the observation that there were no Longleaf pine trees that were of sufficient maturity with clear understory to provide the foraging habitat qualities favored by this species. No Red Cockaded Woodpecker or their distinctive cavity trees were observed during site reconnaissance.

Conclusions and Recommendations:

Based on field observations and the review of available data, SEI did not identify any protected species with a significant likelihood of occurring on the subject property nor did SEI identify critical habitat strongly associated with protected species known to occur within the region. Photographs, mapping data, and historical records references as contained in the EDR® NEPACheck® report are attached for reference. No further investigation of the presence of protected species on this tract is recommended at this time.

Sincerely,
Spangler Environmental, Inc.



Tomas Will
Environmental Scientist

Attachments:

- Site Photographs
- Protected Species Radius Map
- EDR® NEPACheck® report





SPANGLER
ENVIRONMENTAL, INC.

**Phase I Environmental Site Assessment
Grande Dunes North**

Waterway Hills GC and Wilson Tract
Water Tower Road
North Myrtle Beach, SC

Prepared for:

LStar Management, LLC
516 N. West Street
Raleigh, NC 27603

Prepared by:

Spangler Environmental, Inc.
4338 Bland Road
Raleigh, North Carolina 27609

Adam Callahan Rieder
Environmental Project Manager

James (Jim) A. Spangler
CEI, A.M.ASCE, Senior Project
Manager

November 26, 2014
© Spangler Environmental Inc., 2014

9.0 Opinions

SEI has prepared this Phase I ESA on the subject property totaling approximately 243.2 acres located in Horry County, SC in conformance with the scope and limitations of ASTM E 1527-13. Exceptions to, or deletions from, this practice are described in Section 2; deviations are described in Section 11.

There are no mapped or unmapped sites located within the minimum search distances of the subject property as defined by ASTM Standard E1527-13 in the above referenced databases that had a likely potential for impact to the subject property based on the review of available information. Based on the absence of any information concerning the release of hazardous substances or petroleum products under conditions that create an environmental concern, there is no indication of a material threat as defined by the ASTM Standard E1527-13. It is the opinion of the EP that this property contains no RECs based on the information reviewed and reconnaissance of the site.

10.0 Conclusions

Records review and site reconnaissance indicated no incidents causing potential soil and/or groundwater contamination by hazardous substances or petroleum products were identified on the subject property. Nearby properties within the minimum search radius with documented release incidents were determined to not constitute a material threat based on the available documentation. As a result of these observations and the findings of this assessment, no evidence suggests the presence or likely presence of any hazardous substance or petroleum products on the property under conditions that indicate an existing release, a past release, or a material threat of release of any hazardous substance or petroleum products onto structures on the property or into the ground, groundwater, or surface water of the property. Therefore, no RECs in association with the subject property have been identified in this assessment.

**Phase I Environmental Site Assessment
Grand Dunes North Land Swamp
Water Tower Road
North Myrtle Beach, Horry County
South Carolina
S&ME Project No. 4263-16-151**



Prepared for:
Castles Engineering, Inc.
2024 Corporate Centre Drive
Myrtle Beach, South Carolina 29577

Prepared by:
S&ME, Inc.
1330 Highway 501 Business
Conway, South Carolina 29526

November 14, 2016



7.2 Off-Site Findings

One site within the ASTM specified search radii was identified in the EDR Radius Map Report. No unmapped "orphan" sites were listed.

8.0 Opinion

8.1 On-Site Opinions

No on-site findings of environmental concern were identified; therefore no opinion is rendered.

8.2 Off-Site Opinions

The EDR listed facility is determined to not pose a material threat of environmental contamination to the property based on current regulatory status, distance from the property, and assumed groundwater flow. Therefore, the offsite listing is not a recognized environmental condition in connection with the subject property.

8.3 Data Gaps and Data Failure

The operational history of the property could not be documented at approximately five-year intervals due to the lack of historical source information readily available. A search for environmental liens and activity use limitations was not provided by the user. Current and past property owner contacts were not provided by the User. Considering the history of land use as documented on available aerial photographs, and topographic map, as well as current site findings, these limitations are not considered significant to our ability to identify recognized environmental conditions in connection with the subject property.

9.0 Conclusions

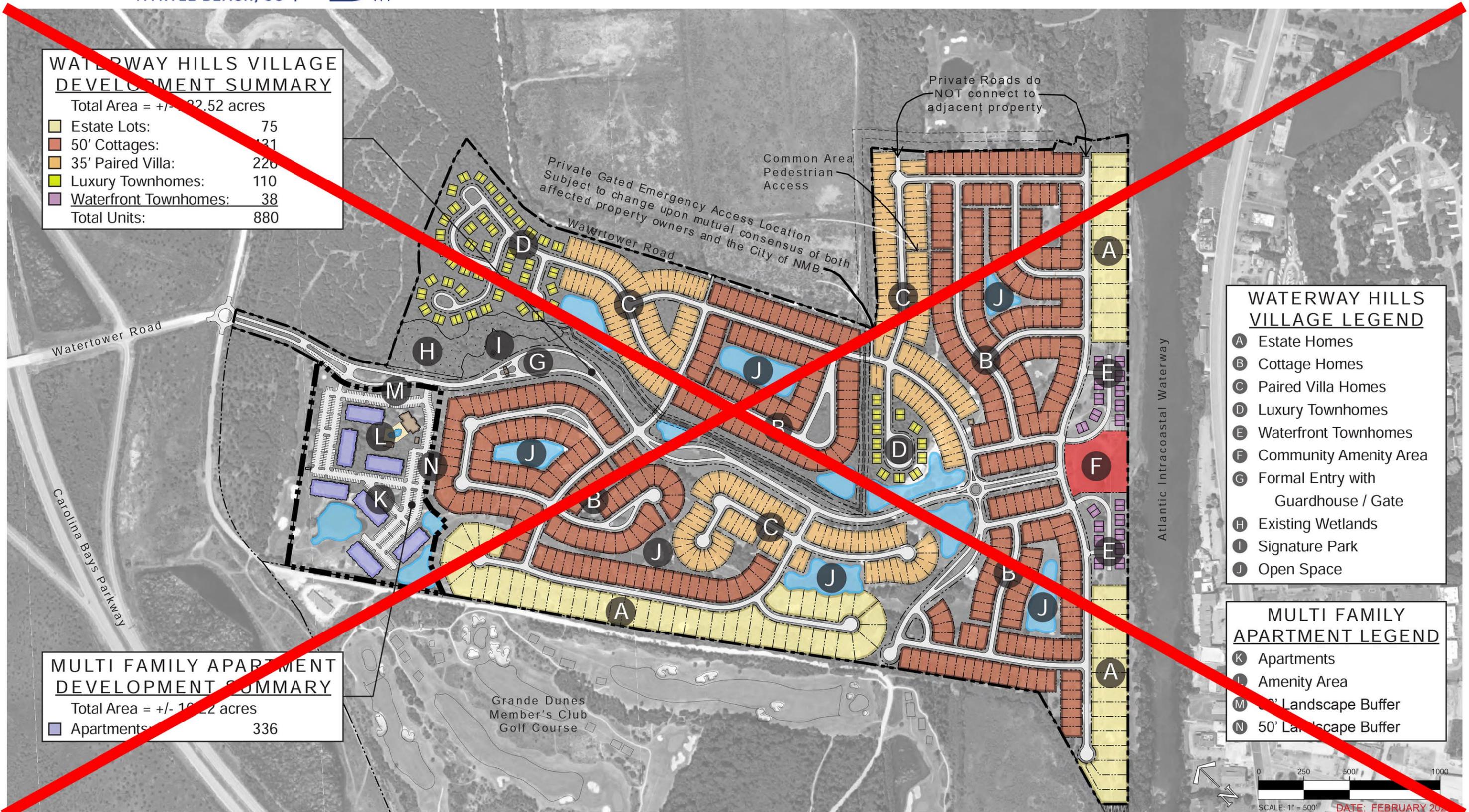
We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E1527 of the Grand Dunes North Land Swap Tract located off Water Tower Road in North Myrtle Beach, Horry County, South Carolina. Any exception to, or deletions from, this practice are described in Section 10.0 of this report. **This assessment has revealed no evidence of recognized environmental conditions in connection with the Property.**

10.0 Deviations

S&ME was not provided owner contact information by the User. S&ME did not review title information (to be provided by the User) for environmental liens or AULs. These are considered deviations to the ASTM E 1527-13 standard.

11.0 Additional Services

S&ME did not provide any additional services in connection with this report.



WATERWAY HILLS VILLAGE DEVELOPMENT SUMMARY

Total Area = +/- 22.52 acres

Estate Lots:	75
50' Cottages:	131
35' Paired Villa:	226
Luxury Townhomes:	110
Waterfront Townhomes:	38
Total Units:	880

MULTI FAMILY APARTMENT DEVELOPMENT SUMMARY

Total Area = +/- 10.22 acres

Apartments:	336
-------------	-----

WATERWAY HILLS VILLAGE LEGEND

- A Estate Homes
- B Cottage Homes
- C Paired Villa Homes
- D Luxury Townhomes
- E Waterfront Townhomes
- F Community Amenity Area
- G Formal Entry with Guardhouse / Gate
- H Existing Wetlands
- I Signature Park
- J Open Space

MULTI FAMILY APARTMENT LEGEND

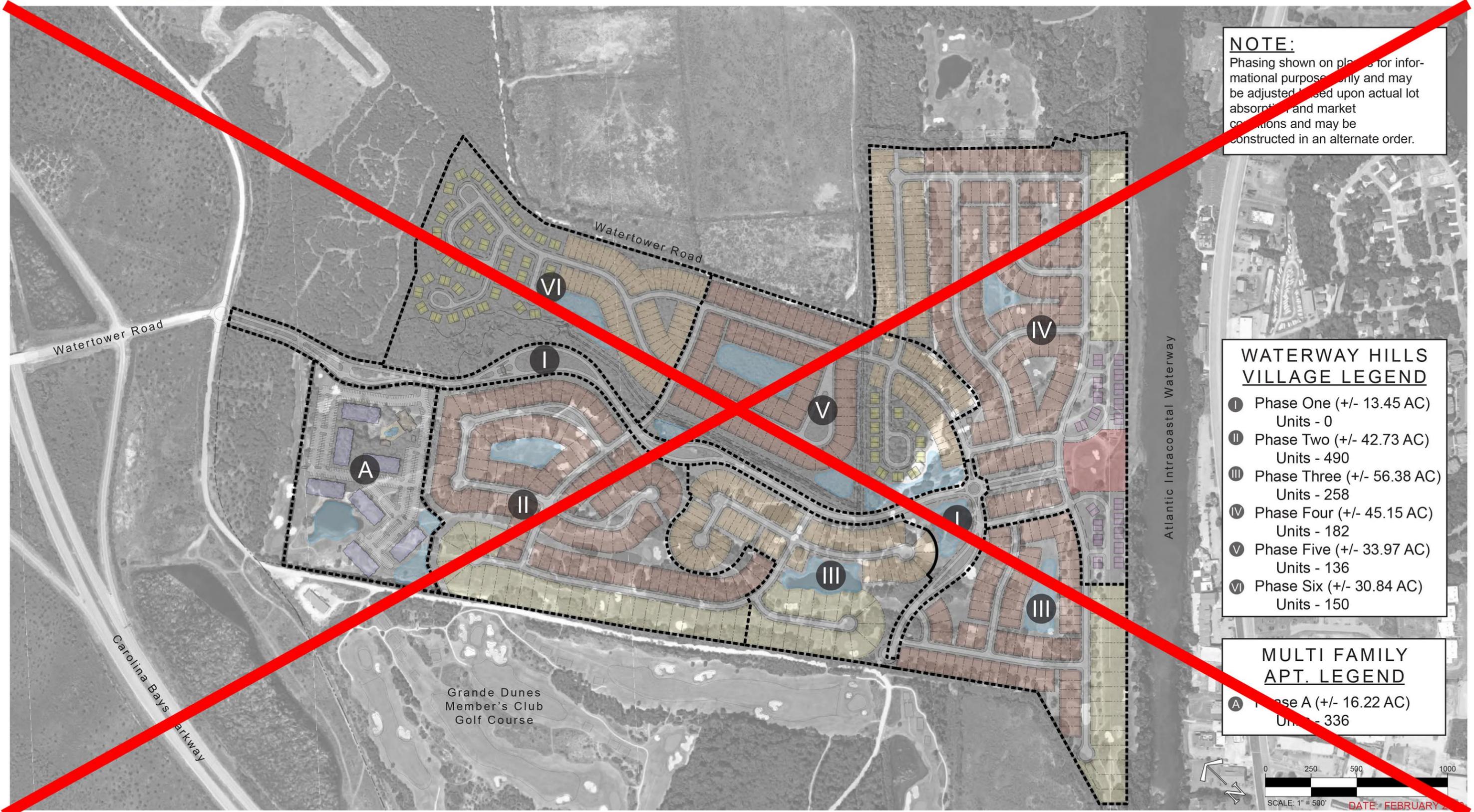
- K Apartments
- L Amenity Area
- M 30' Landscape Buffer
- N 50' Landscape Buffer

SCALE: 1" = 500'
DATE: FEBRUARY 2020
CC Submission April 2020

LAND USE SUMMARY

PARCEL	LOT SIZE	PRODUCT	UNITS
1	70'x130'	PAIRED VILLAS	76
2	70'x120'	PAIRED VILLAS	56
3	24'x100'	TOWNHOMES	173
4	24'x120'	TOWNHOMES	135
5	43'x120'	COTTAGE HOMES	71
6	53'x120'	COTTAGE HOMES	53
7a	55'x120'-130'	COTTAGE HOMES	34
7b	55'x120'-130'	COTTAGE HOMES	28
8a	43'x150'	COTTAGE HOMES	34
8b	43'x150'	COTTAGE HOMES	31
9	53'x120'	COTTAGE HOMES	92
10	63'x120'	ESTATE HOMES	98
11	43'x120'	COTTAGE HOMES	117
TOTAL			998





NOTE:
 Phasing shown on plans for informational purposes only and may be adjusted based upon actual lot absorption and market conditions and may be constructed in an alternate order.

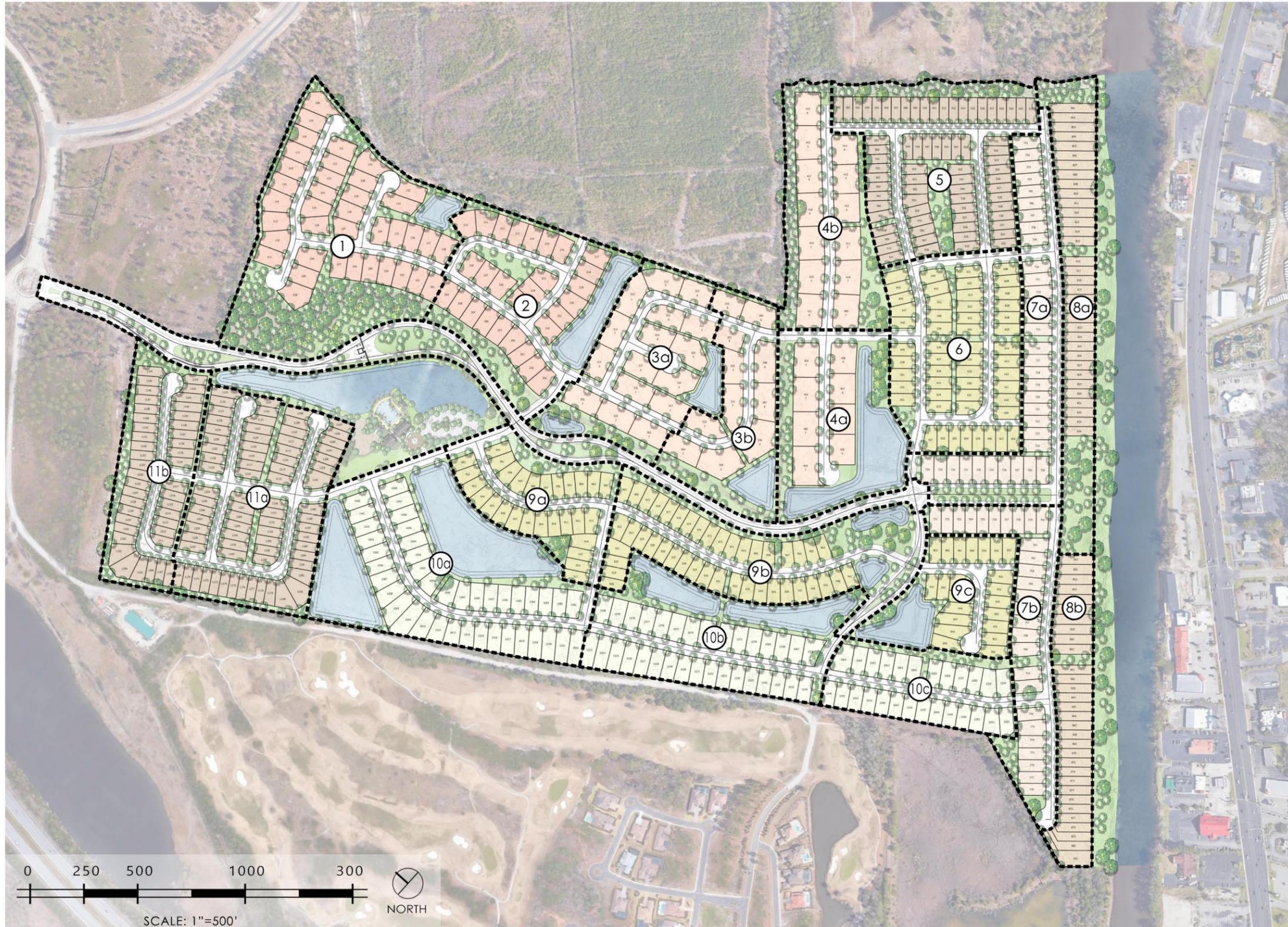
WATERWAY HILLS VILLAGE LEGEND

I	Phase One (+/- 13.45 AC) Units - 0
II	Phase Two (+/- 42.73 AC) Units - 490
III	Phase Three (+/- 56.38 AC) Units - 258
IV	Phase Four (+/- 45.15 AC) Units - 182
V	Phase Five (+/- 33.97 AC) Units - 136
VI	Phase Six (+/- 30.84 AC) Units - 150

MULTI FAMILY APT. LEGEND

A	Phase A (+/- 16.22 AC) Units - 336
---	---------------------------------------

SCALE: 1" = 500'
 DATE: FEBRUARY 2020
 CC Submission April 2020

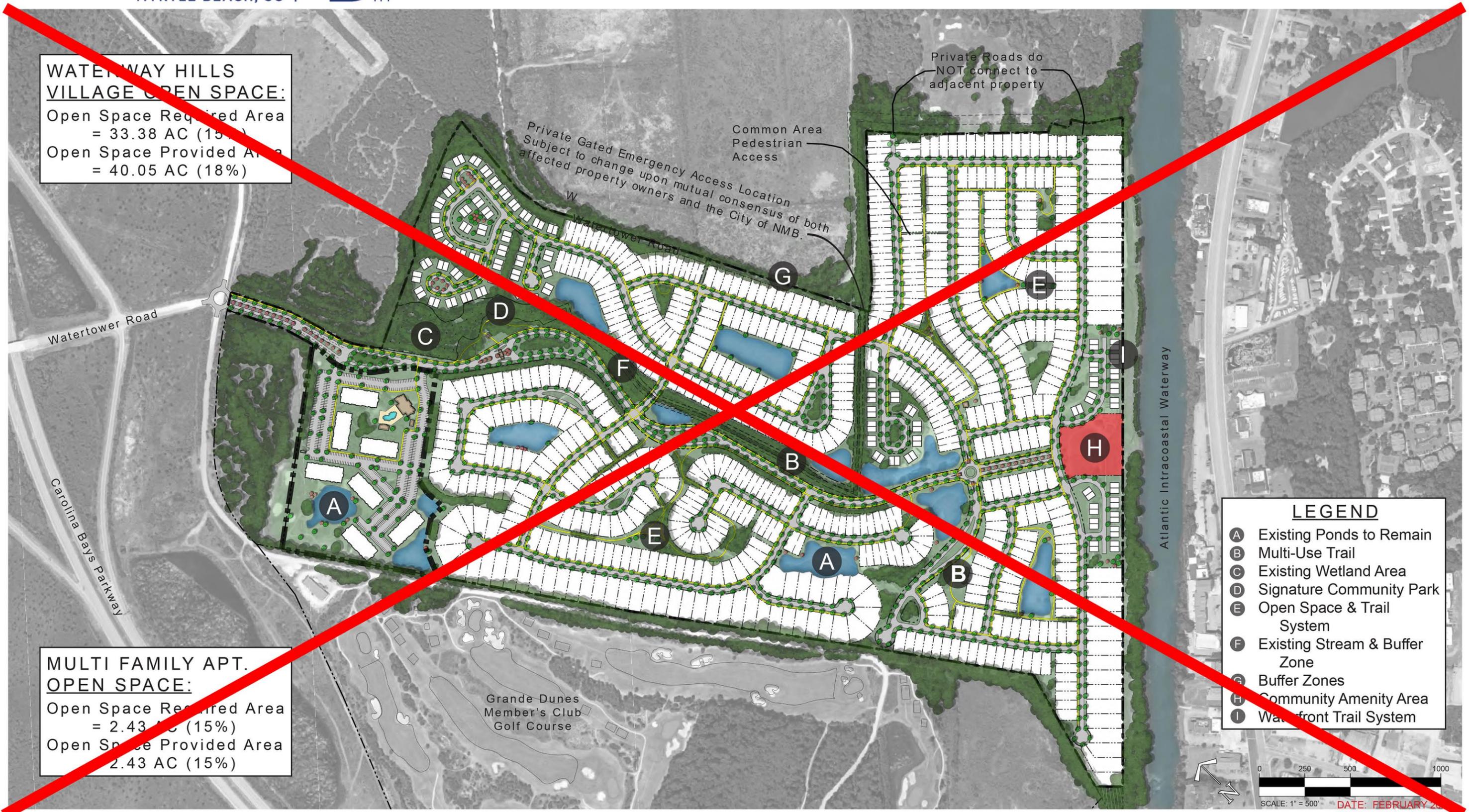


LAND USE SUMMARY

	PHASE	UNITS
①	PHASE 1	76
②	PHASE 2	56
③a	PHASE 3a	104
③b	PHASE 3b	69
④a	PHASE 4a	52
④b	PHASE 4b	83
⑤	PHASE 5	71
⑥	PHASE 6	53
⑦a	PHASE 7a	34
⑦b	PHASE 7b	28
⑧a	PHASE 8a	34
⑧b	PHASE 8b	31
⑨a	PHASE 9a	28
⑨b	PHASE 9b	42
⑨c	PHASE 9c	22
⑩a	PHASE 10a	40
⑩b	PHASE 10b	32
⑩c	PHASE 10c	26
⑪a	PHASE 11a	75
⑪b	PHASE 11b	42

TOTAL 998

*NOTE: Phasing shown on plan is for informational purposes only and may be adjusted based upon actual lot absorption and market conditions and may be constructed in an alternate order.





- TRAILS KEY**
- — — — Multi-use Paved Trail
 - — — — Residential Sidewalk
 - — — — Waterfront Sidewalk
 - — — — Multi-use Non-paved Trail

OPEN SPACE

Open Space Required (15%): 35.81 acres

Open Space Provided: 68.10 acres

VILLAGE SQUARE

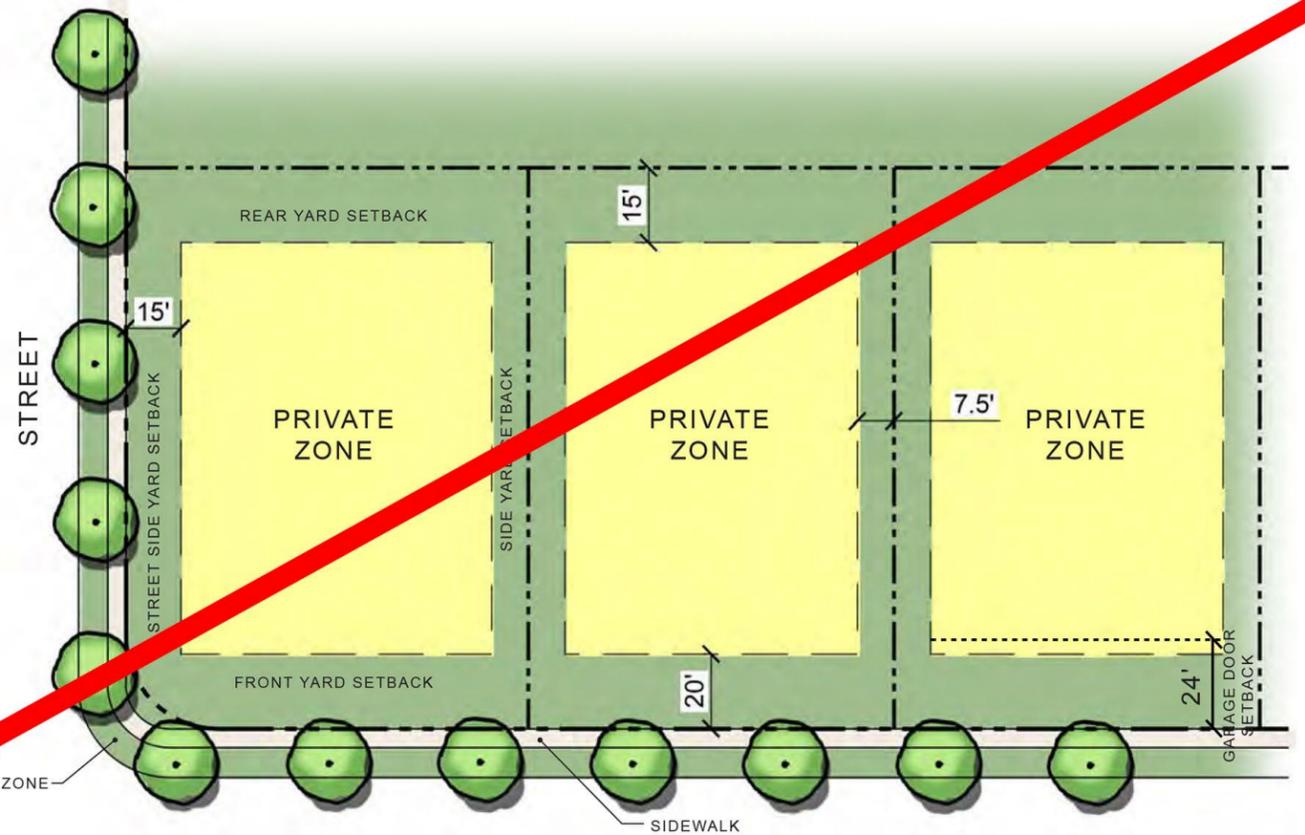
INTRACOASTAL WATERWAY PARK

TRAIL TO INTRACOASTAL WATERWAY

AMENITY SITE



CHARACTER IMAGES



TYPICAL LOT EXHIBIT

LOT CRITERIA

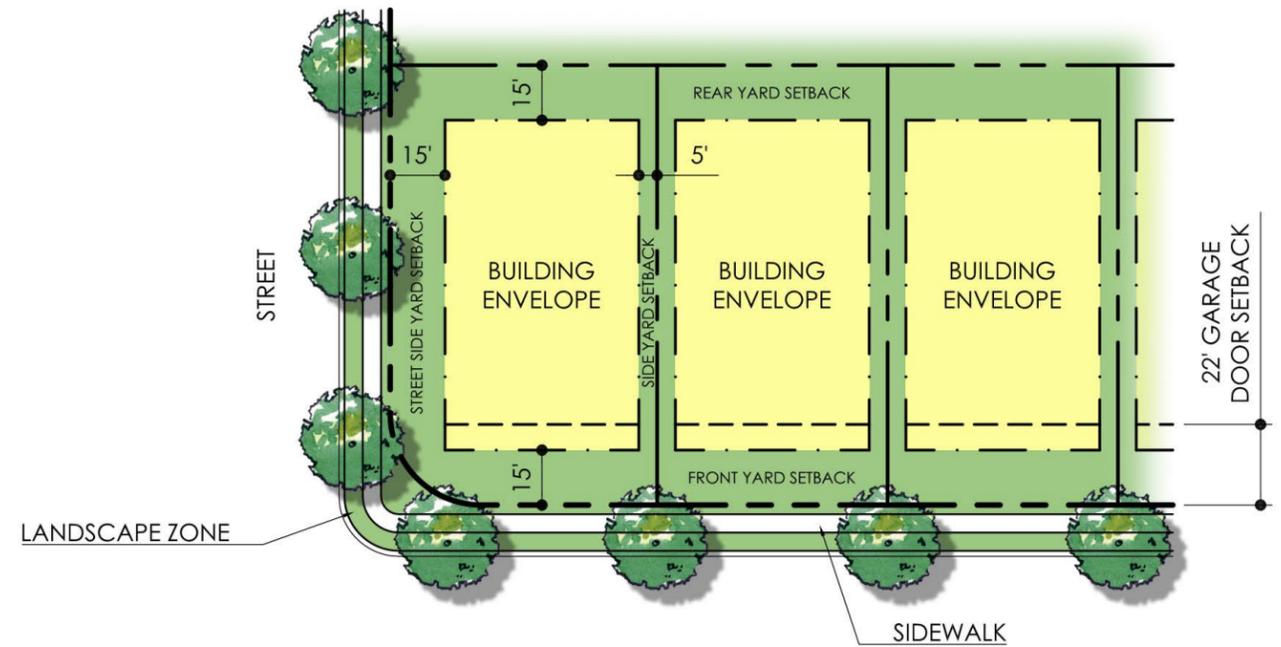
- WIDTH:** 70' - 90'
- DEPTH:** 125' - 200'
- FRONT YARD SETBACK:** 20' Minimum Front Yard
- SIDE YARD SETBACK:** 7.5' Minimum Side Yard
- SIDE YARD SETBACK (CORNER LOTS):** 15' Minimum Side Yard REAR
- YARD SETBACK:** 15' Minimum Rear Yard
- GARAGES:** Face of garage door shall be setback 24' from sidewalk edge or PL
- PORCHES:** May extend to Front and Side Yard setbacks



KEY MAP



CHARACTER IMAGES



TYPICAL LOT EXHIBIT

LOT CRITERIA

WIDTH: 60' - 90'

DEPTH: 120' - 150'

FRONT YARD SETBACK: 15' Minimum Front Yard (20' for lots over 70' wide)

SIDE YARD SETBACK: 5' Minimum Side Yard (7.5' for lots over 70' wide)

SIDE YARD SETBACK (CORNER LOTS): 15' Minimum Side Yard **REAR**

REAR YARD SETBACK: 15' Minimum Rear Yard

GARAGES: Garage shall be set back 22' from Property Line or a minimum of 15' to Property Line if no sidewalk occurs

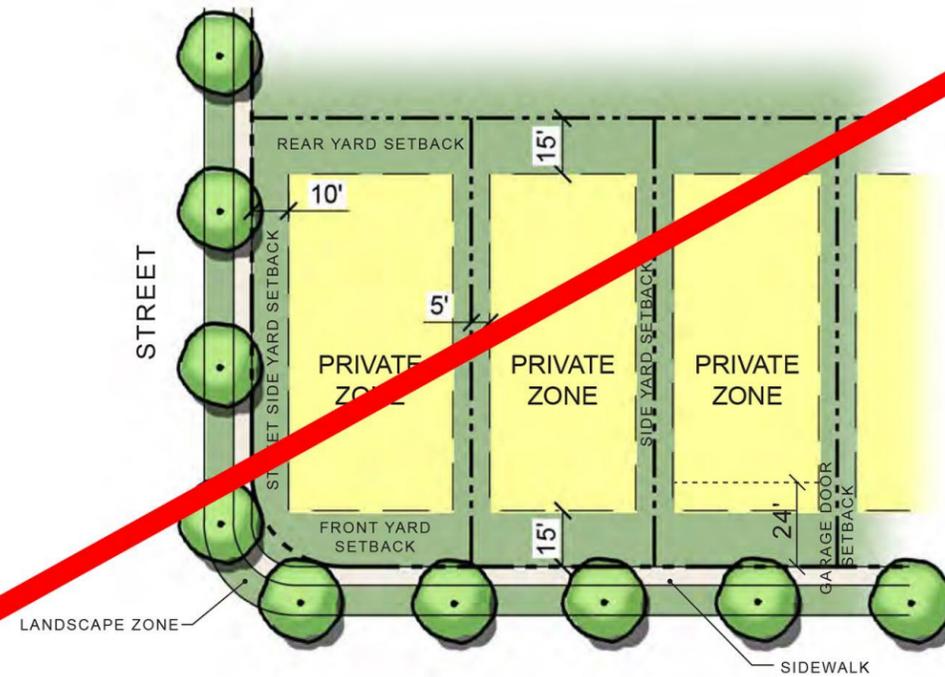
PORCHES: May extend to Front and Side Yard setbacks



KEY MAP



CHARACTER IMAGES



TYPICAL LOT EXHIBIT

LOT CRITERIA

WIDTH: 45' - 60'

DEPTH: 90' - 120'

FRONT YARD SETBACK: 15' Minimum Front Yard

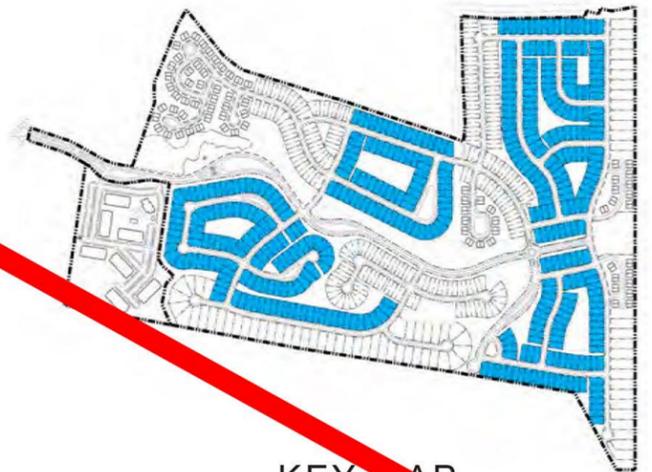
SIDE YARD SETBACK: 5' Minimum Side Yard

SIDE YARD SETBACK (CORNER LOTS): 10' Minimum Side Yard REAR

YARD SETBACK: 15' Minimum Rear Yard

GARAGES: Face of garage door shall be setback a minimum of 24' from sidewalk edge or property line (PL)

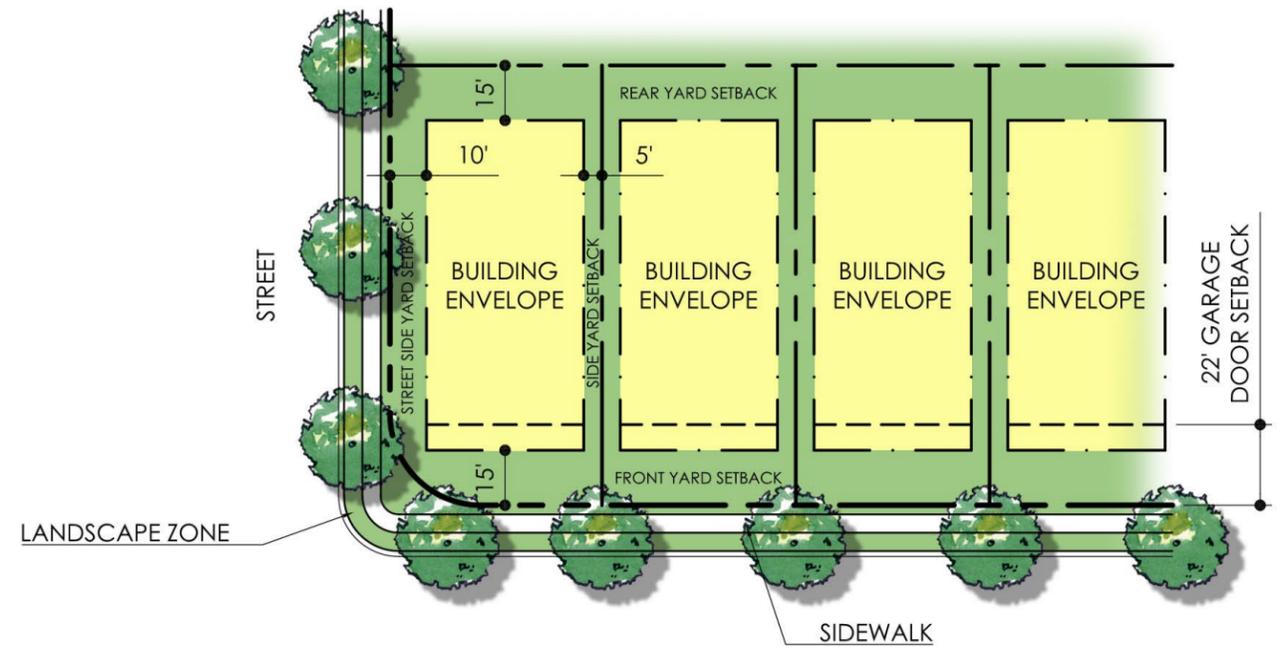
PORCHES: May extend to Front and Side Yard setbacks



KEY MAP



CHARACTER IMAGES



TYPICAL LOT EXHIBIT

LOT CRITERIA

WIDTH: 40' - 59'

DEPTH: 120' - 150'

FRONT YARD SETBACK: 15' Minimum Front Yard

SIDE YARD SETBACK: 5' Minimum Side Yard

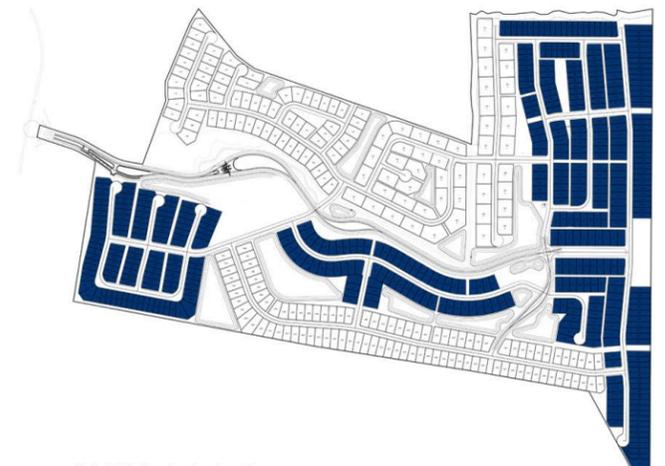
SIDE YARD SETBACK (CORNER LOTS): 10' Minimum Side Yard **REAR**

REAR YARD SETBACK: 15' Minimum Rear Yard

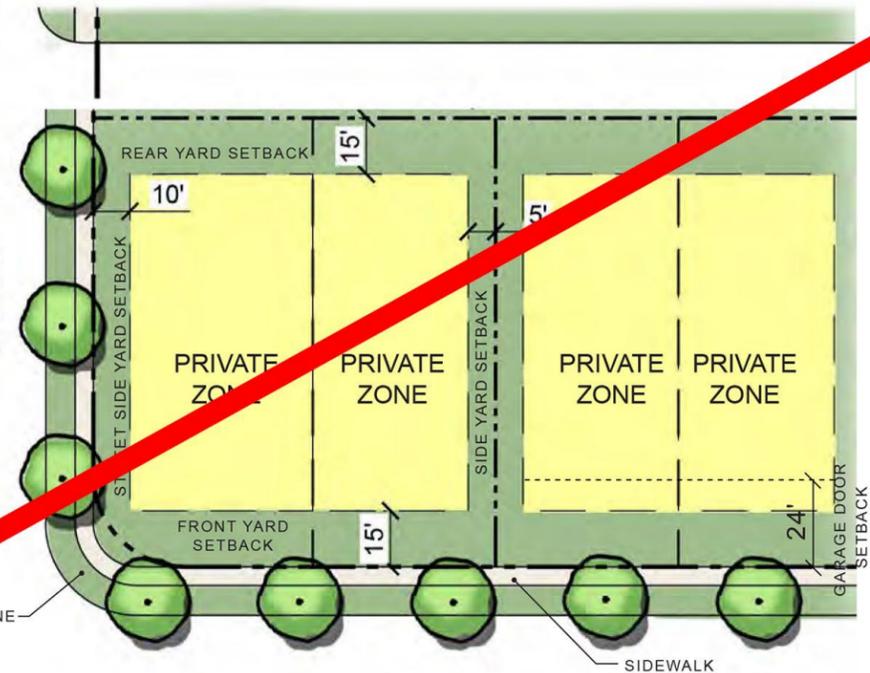
GARAGES: Garage shall be set back 22' from Property Line or a minimum of 15' to Property Line if no sidewalk occurs

PORCHES: May extend to Front and Side Yard setbacks

MINIMUM HOME SIZE: 1,000 square feet



KEY MAP



TYPICAL LOT EXHIBIT

LOT CRITERIA

- WIDTH:** 35' - 55'
- DEPTH:** 90' - 120'
- FRONT YARD SETBACK:** 15' Minimum Front Yard
- SIDE YARD SETBACK:** 5' Minimum Side Yard
(0' side yard to adjacent lot for attached homes)
- SIDE YARD SETBACK (CORNER LOTS):** 10' Minimum Side Yard (0' side yard to adjacent lot for attached homes)
- REAR YARD SETBACK:** 15' Minimum Rear Yard
- GARAGES:** Face of garage door shall be setback a minimum of 24' from sidewalk edge or property line (PL)
- PORCHES:** May extend to Front and Side Yard setbacks

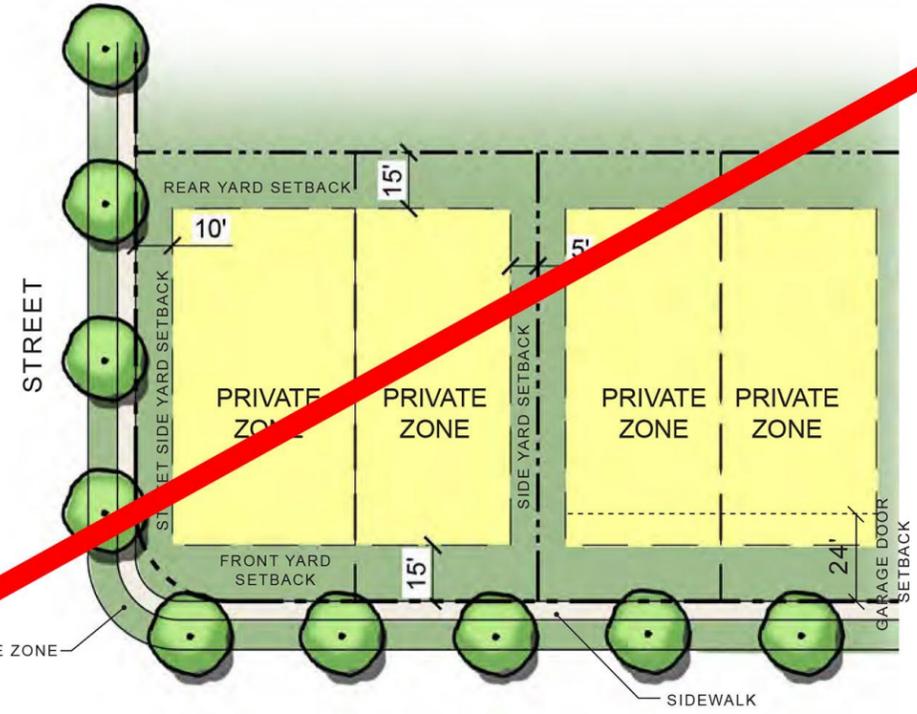
KEY MAP

CHARACTER IMAGES:

Alley loaded product is NOT contemplated at this time. However, depending upon market conditions and buyer preferences the applicant would consider this type of product. The applicant recognizes that adding this type of product in an area could require an amendment.



CHARACTER IMAGES



TYPICAL LOT EXHIBIT

LOT CRITERIA

- WIDTH:** 35' - 55'
- DEPTH:** 90' - 120'
- FRONT YARD SETBACK:** 15' Minimum Front Yard
- SIDE YARD SETBACK:** 5' Minimum Side Yard (0' side yard to adjacent lot for attached homes)
- SIDE YARD SETBACK (CORNER LOTS):** 10' Minimum Side Yard (0' side yard to adjacent lot for attached homes)
- REAR YARD SETBACK:** 15' Minimum Rear Yard
- GARAGES:** Face of garage door shall be setback a minimum of 24' from sidewalk edge or property line (PL)
- PORCHES:** May extend to Front and Side Yard setbacks

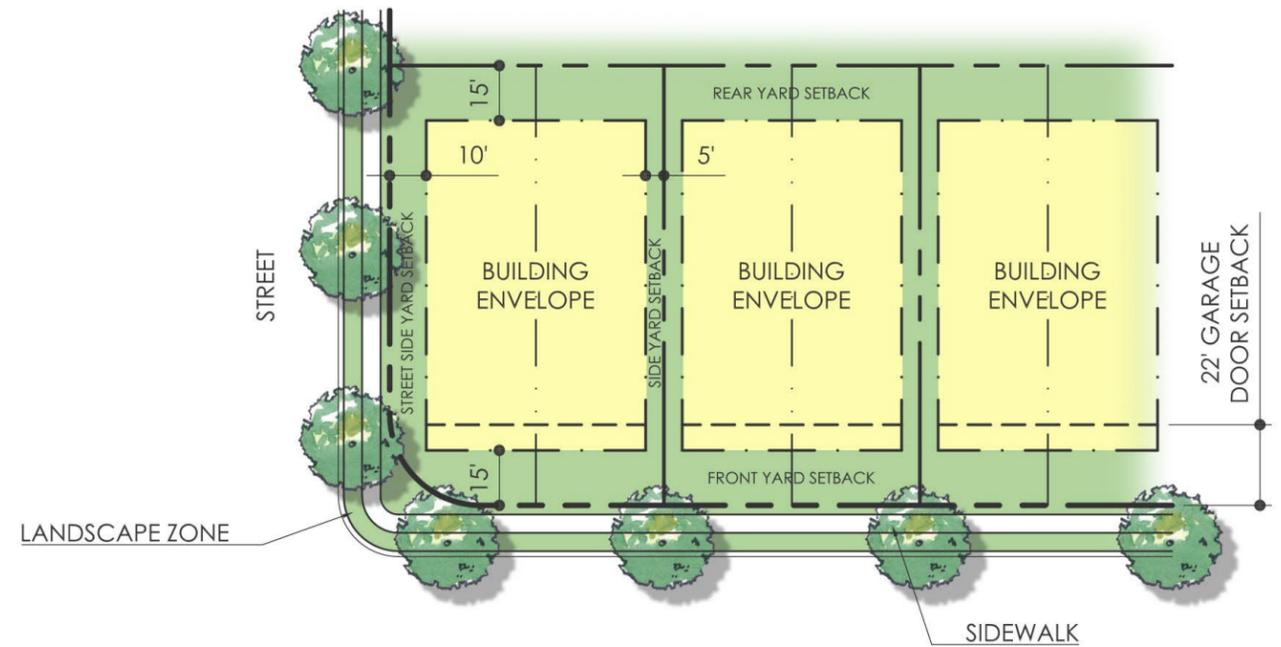


KEY MAP

DATE: FEBRUARY 2020 CC
Submission April 2020
Updated per CC Approval May 4, 2020



CHARACTER IMAGES



TYPICAL LOT EXHIBIT

LOT CRITERIA

WIDTH: 60' - 90' (2 units)

DEPTH: 120' - 130'

FRONT YARD SETBACK: 15' Minimum Front Yard

SIDE YARD SETBACK: 5' Minimum Side Yard (0' side yard to adjacent lot for attached homes)

SIDE YARD SETBACK (CORNER LOTS): 10' Minimum Side Yard **REAR** (0' side yard to adjacent lot for attached homes)

REAR YARD SETBACK: 15' Minimum Rear Yard

GARAGES: Garage shall be set back 22' from Property Line or a minimum of 15' to Property Line if no sidewalk occurs

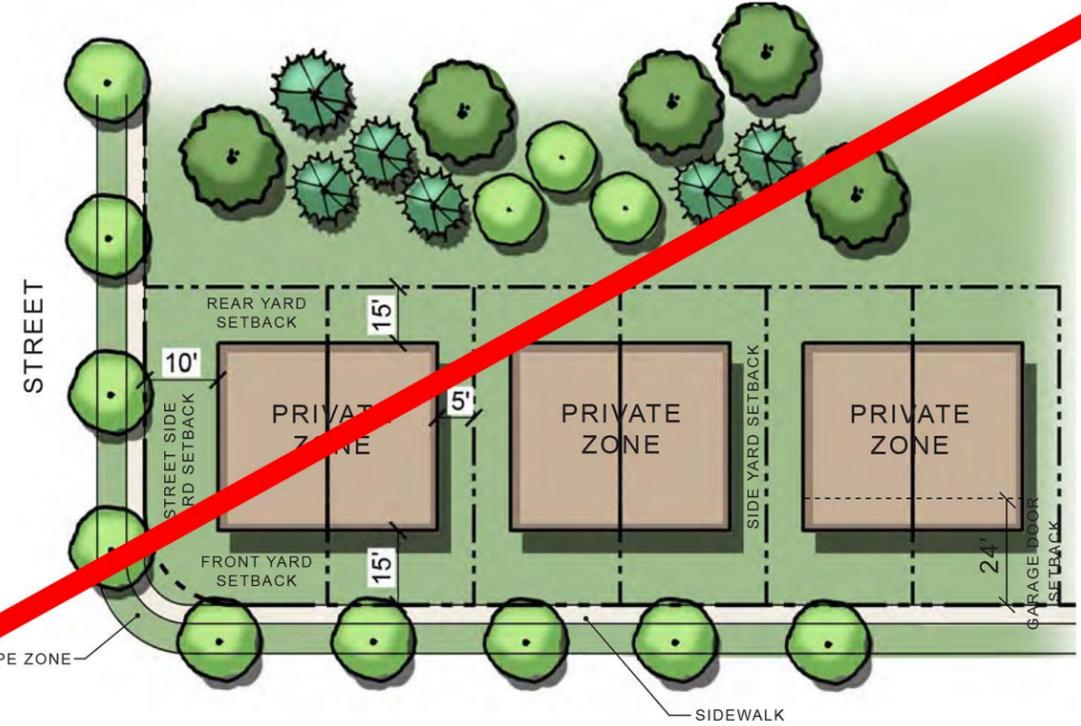
PORCHES: May extend to Front and Side Yard setbacks



KEY MAP



CHARACTER IMAGES



TYPICAL LOT EXHIBIT

LOT CRITERIA

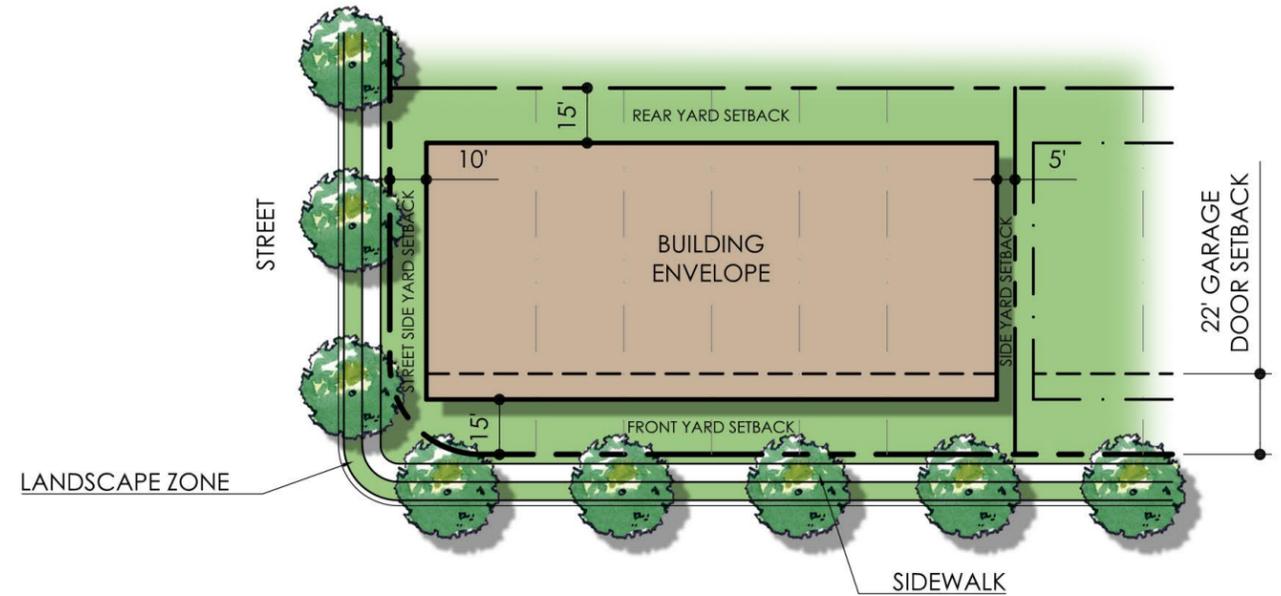
- WIDTH:** 30' - 45'
- DEPTH:** 80' - 90'
- FRONT YARD SETBACK:** 15' Minimum Front Yard
- SIDE YARD SETBACK:** 5' Minimum Side Yard (0' Side Yard to adjacent lot for attached homes)
- SIDE YARD SETBACK (CORNER LOTS):** 10' Minimum Side Yard (0' Side Yard to adjacent lot for attached homes)
- REAR YARD SETBACK:** 15' Minimum Rear Yard
- GARAGES:** Face of garage door shall be setback a minimum of 24' from sidewalk edge or property line (PL)
- PORCHES:** May extend to Front and Side Yard setbacks



KEY MAP



CHARACTER IMAGES



TYPICAL LOT EXHIBIT

LOT CRITERIA

WIDTH: 20' - 30'

DEPTH: 100' - 120'

FRONT YARD SETBACK: 15' Minimum Front Yard

SIDE YARD SETBACK: 5' Minimum Side Yard (0' side yard to adjacent lot for attached homes)

SIDE YARD SETBACK (CORNER LOTS): 10' Minimum Side Yard **REAR** (0' side yard to adjacent lot for attached homes)

REAR YARD SETBACK: 15' Minimum Rear Yard

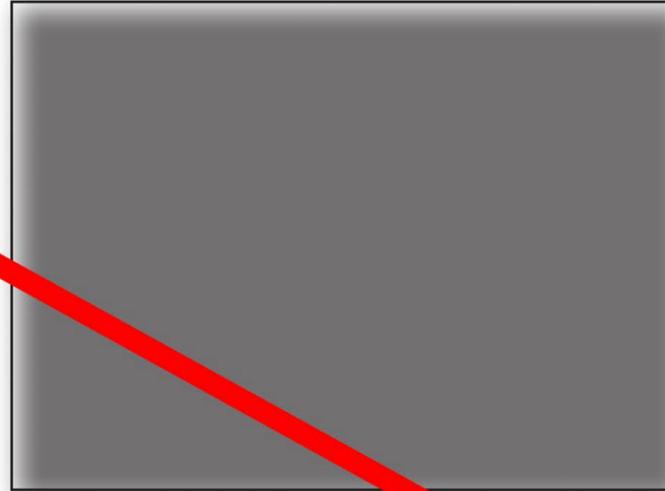
GARAGES: Garage shall be set back 22' from Property Line or a minimum of 15' to Property Line if no sidewalk occurs

PORCHES: May extend to Front and Side Yard setbacks

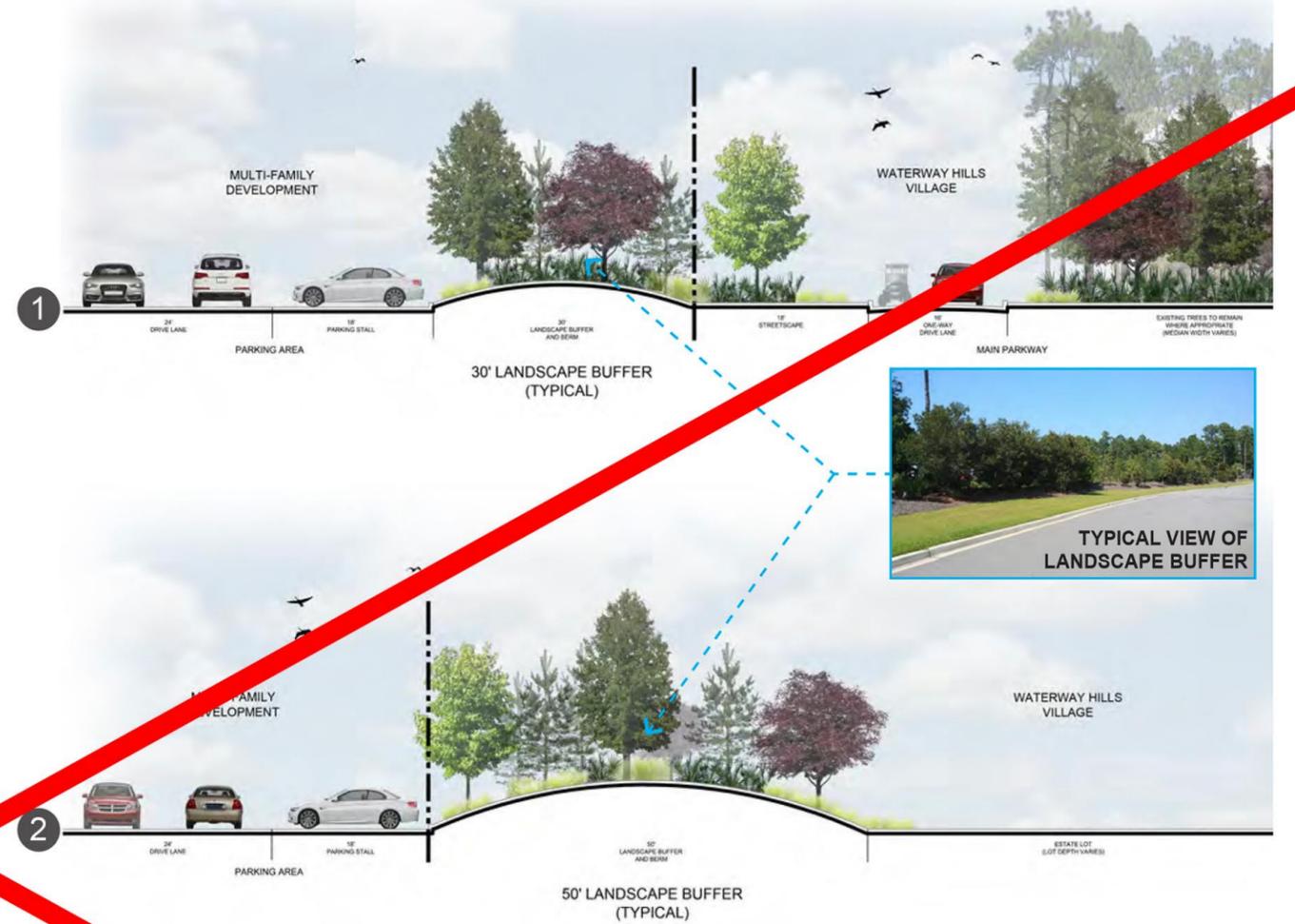
NOTE: Lots may be fee simple, condominium, or combination thereof.



KEY MAP



CHARACTER IMAGES



LOT CRITERIA

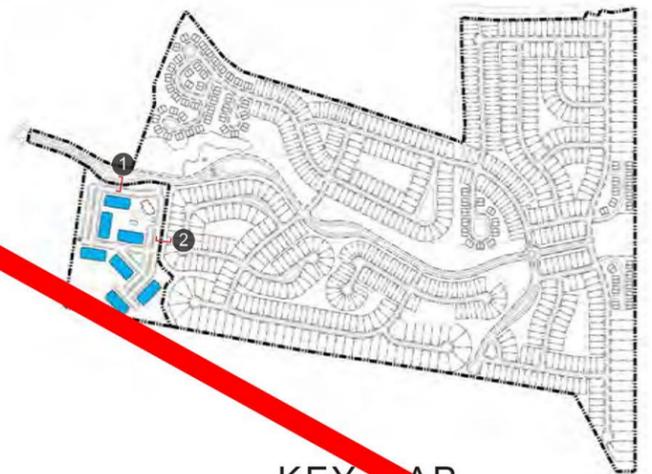
BUFFERS / SETBACKS

- 1 **FROM RIGHT-OF-WAY:** 30' Minimum
(Measured from Right-of-Way to Apartment Building / Parking)
*Owned and maintained by multi-family development.
- 2 **FROM WATERWAY HILLS VILLAGE:** 50' Minimum
(Measured from Single-Family lots to Apartment Building / Parking)
*Owned and maintained by Waterway Hills Village Homeowners Association.

DISTANCE BETWEEN BUILDINGS: Minimum 20'

OPEN SPACE: Minimum 15%

BUILDING HEIGHT: 3-4 Stories



KEY MAP

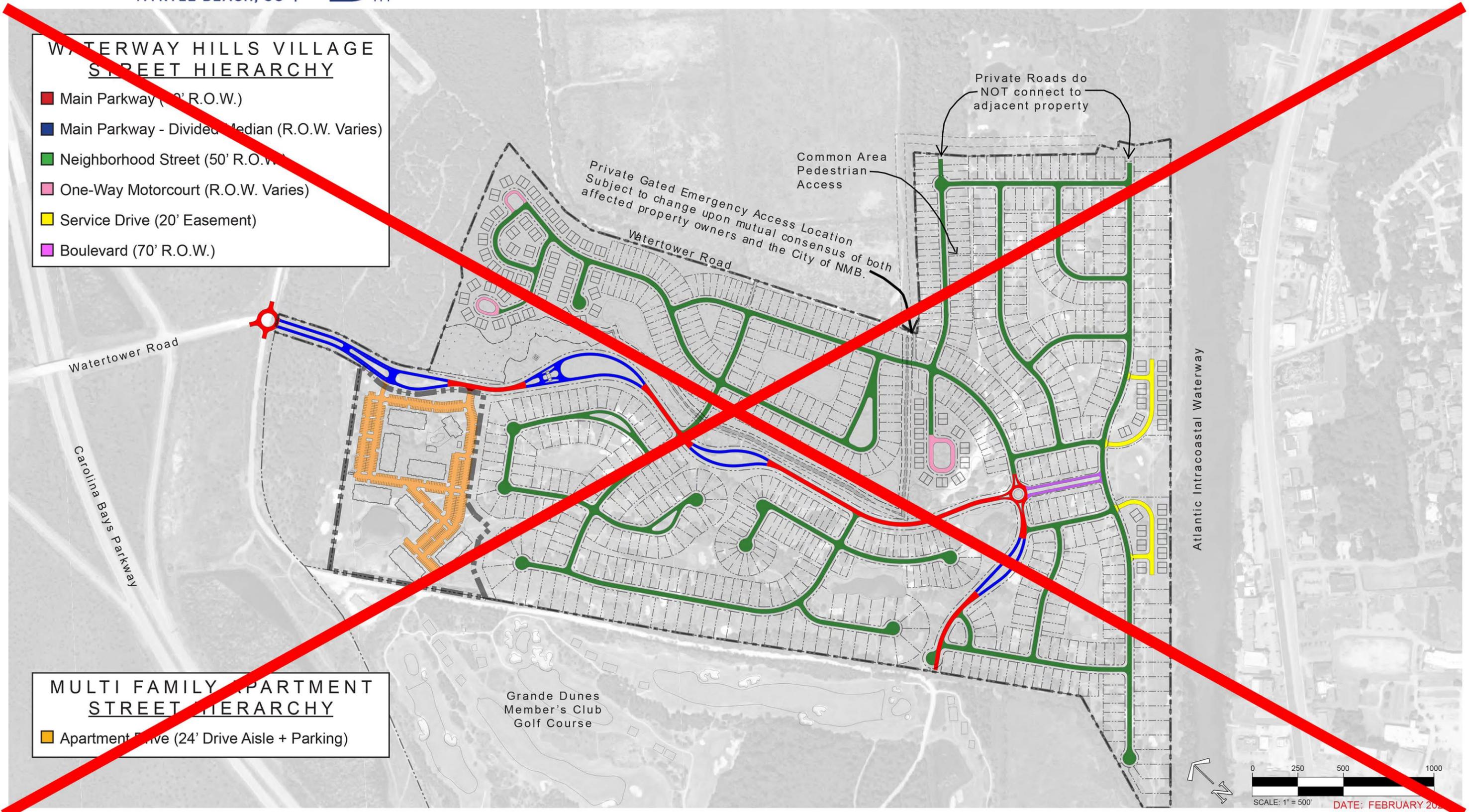
DATE: FEBRUARY 2020
1st CC Submission April 2020
2nd CC Submission April 27, 2020

**WATERWAY HILLS VILLAGE
 STREET HIERARCHY**

- Main Parkway (60' R.O.W.)
- Main Parkway - Divided Median (R.O.W. Varies)
- Neighborhood Street (50' R.O.W.)
- One-Way Motorcourt (R.O.W. Varies)
- Service Drive (20' Easement)
- Boulevard (70' R.O.W.)

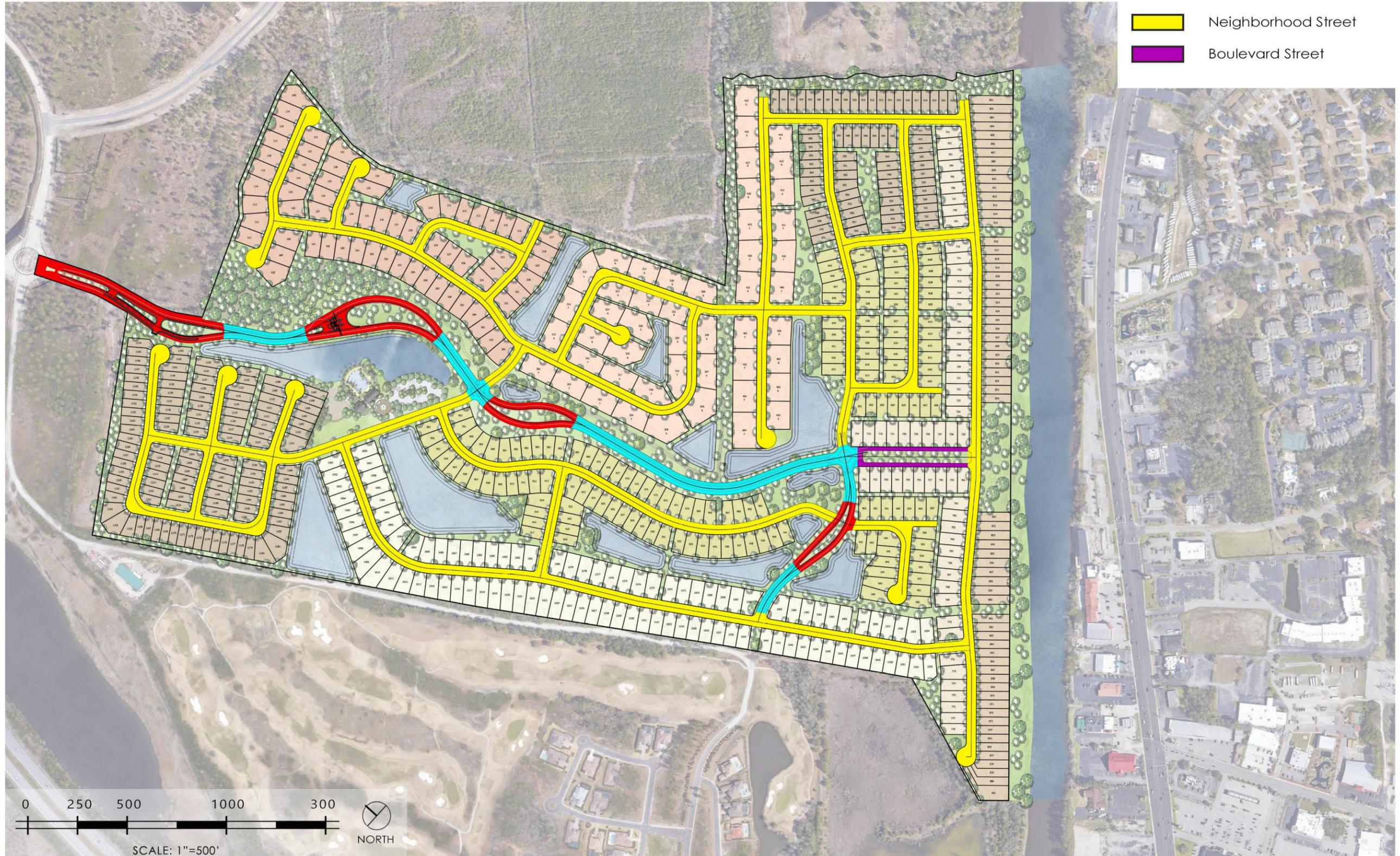
**MULTI FAMILY APARTMENT
 STREET HIERARCHY**

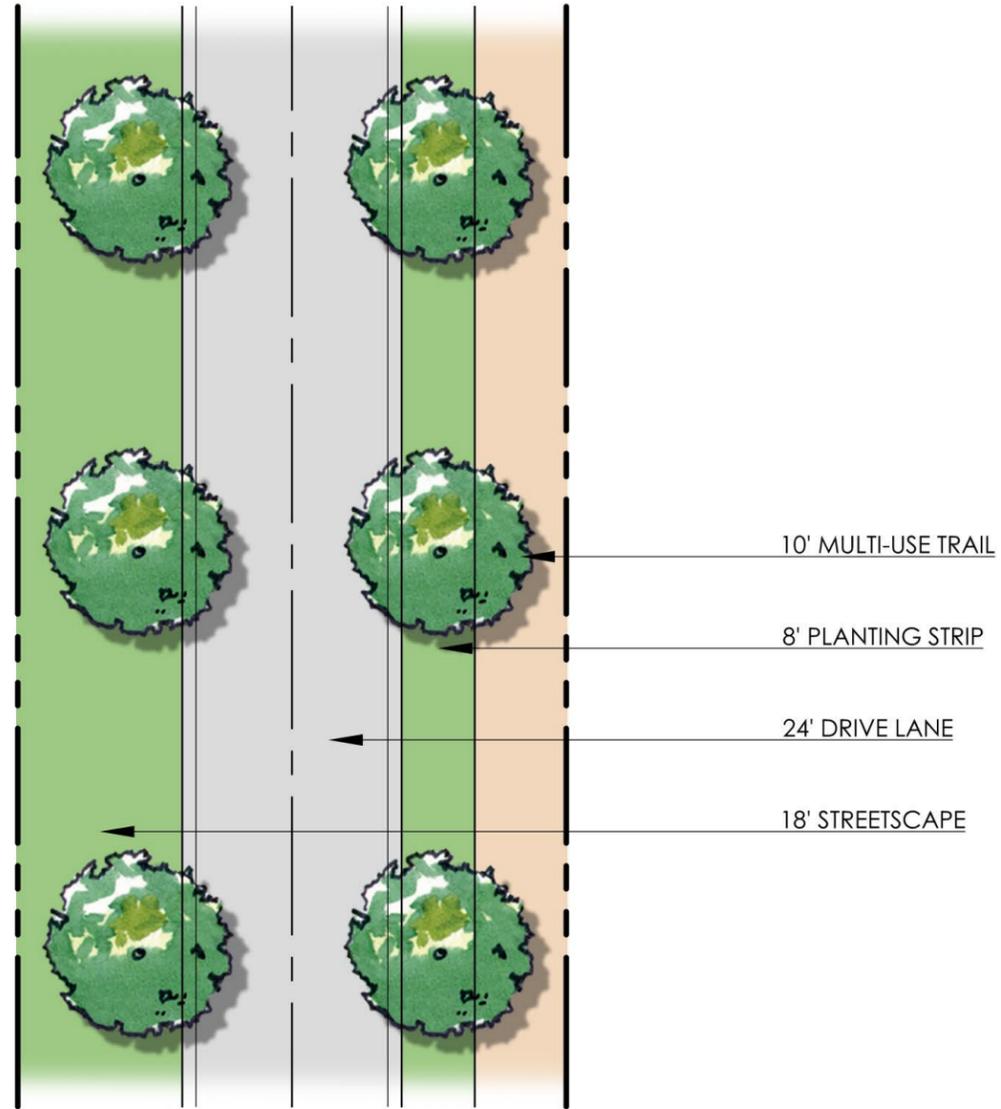
- Apartment Drive (24' Drive Aisle + Parking)



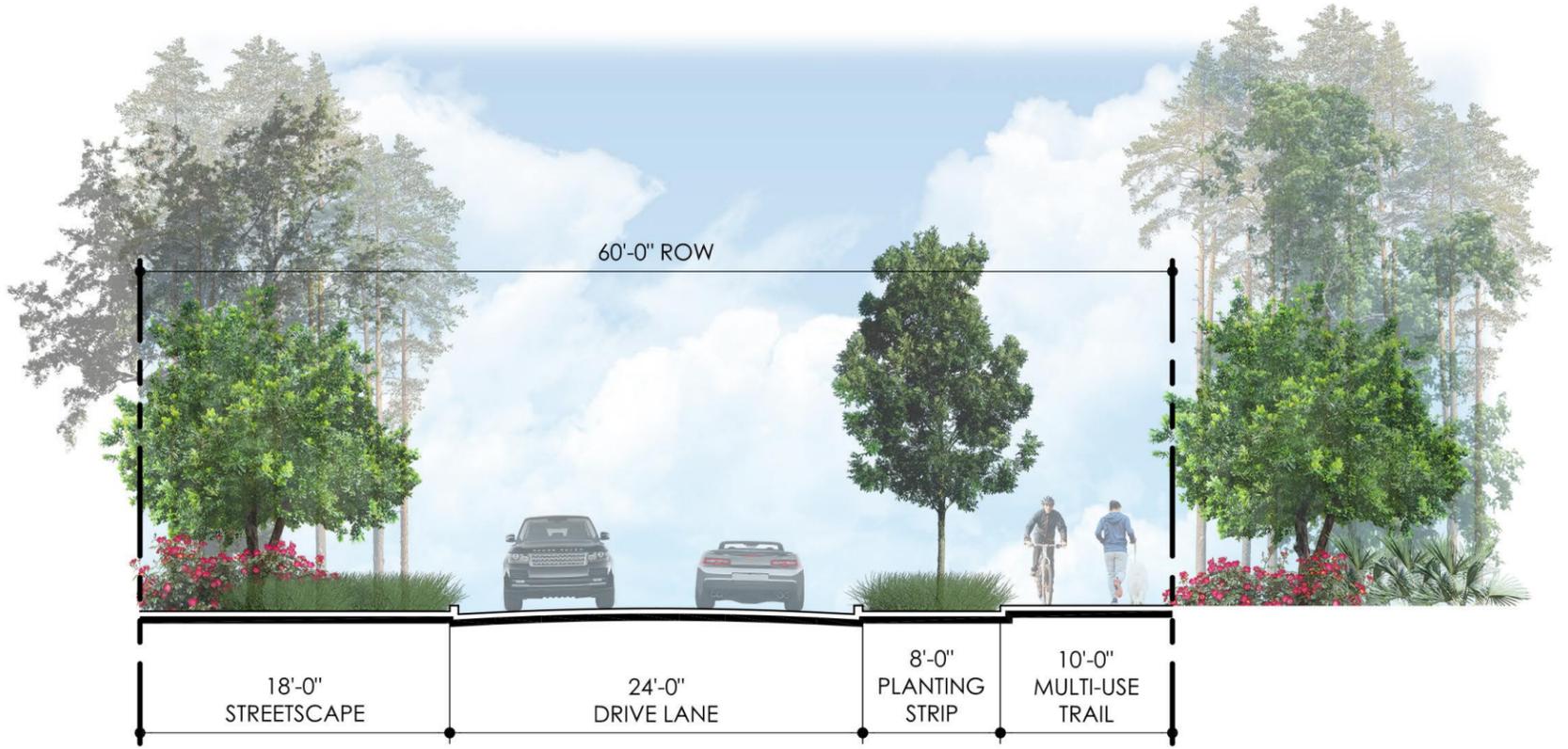
Circulation Key

-  Main Parkway Street
-  Main Parkway with Divided Median Street
-  Neighborhood Street
-  Boulevard Street





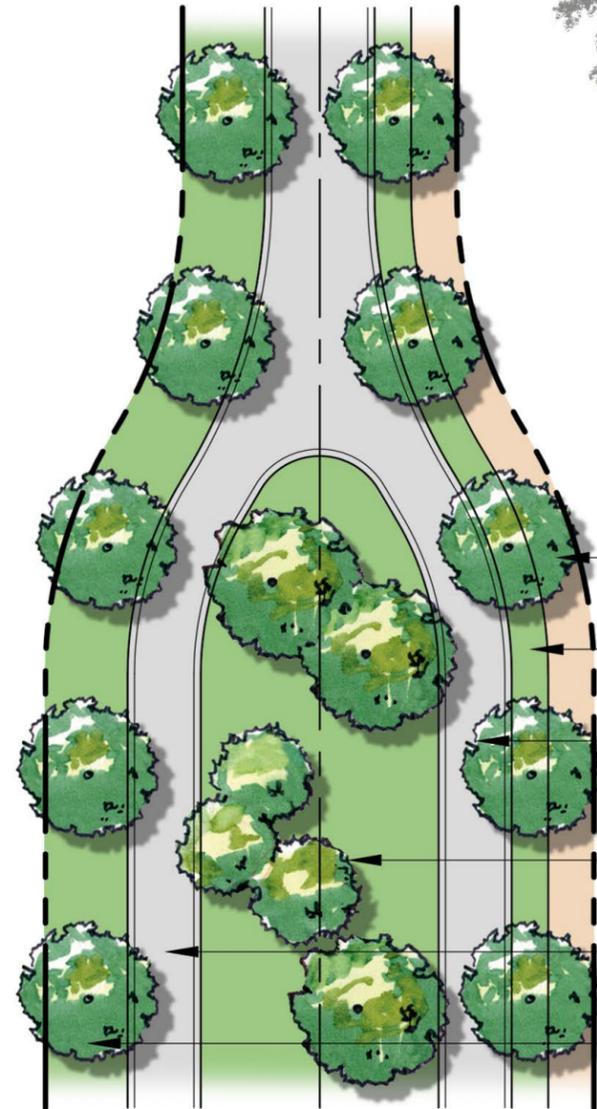
TYPICAL STREET LAYOUT



MAIN PARKWAY SECTION (TYPICAL)
 60' ROW



KEY MAP



TYPICAL STREET LAYOUT

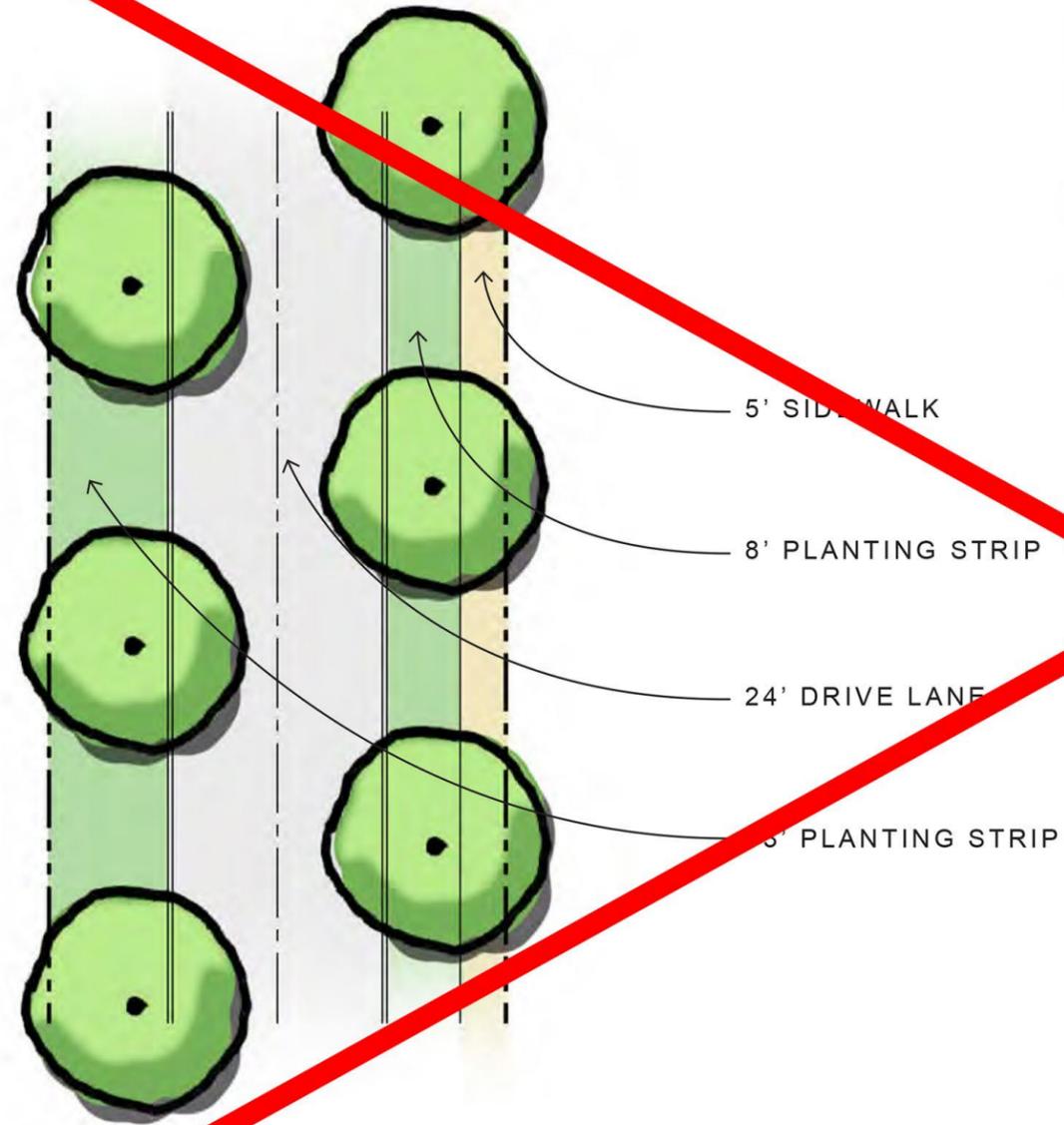


MAIN PARKWAY WITH DIVIDED MEDIAN SECTION (TYPICAL)
ROW VARIES

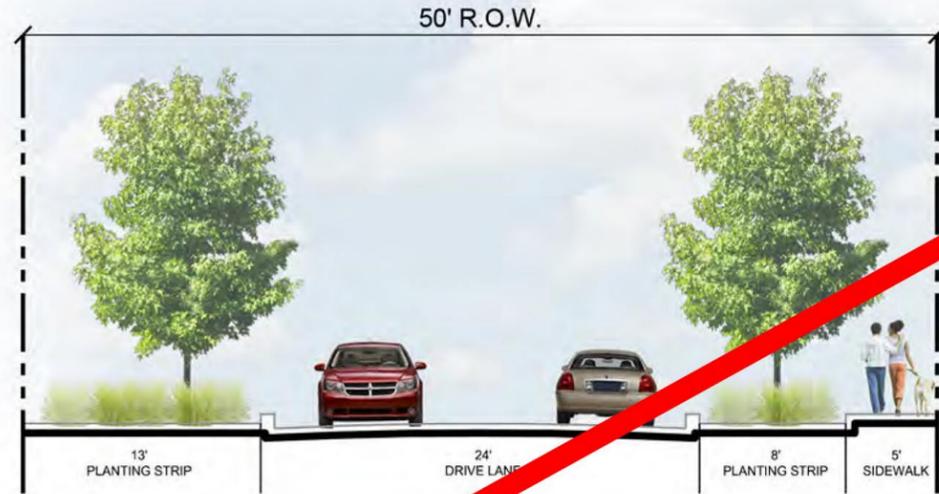
- 10' MULTI-USE TRAIL
- 8' PLANTING STRIP
- 16' ONE-WAY DRIVE LANE
- MEDIAN - EXISTING TREES TO REMAIN WHERE APPROPRIATE
- 16' ONE-WAY DRIVE LANE
- 18' STREETScape



KEY MAP



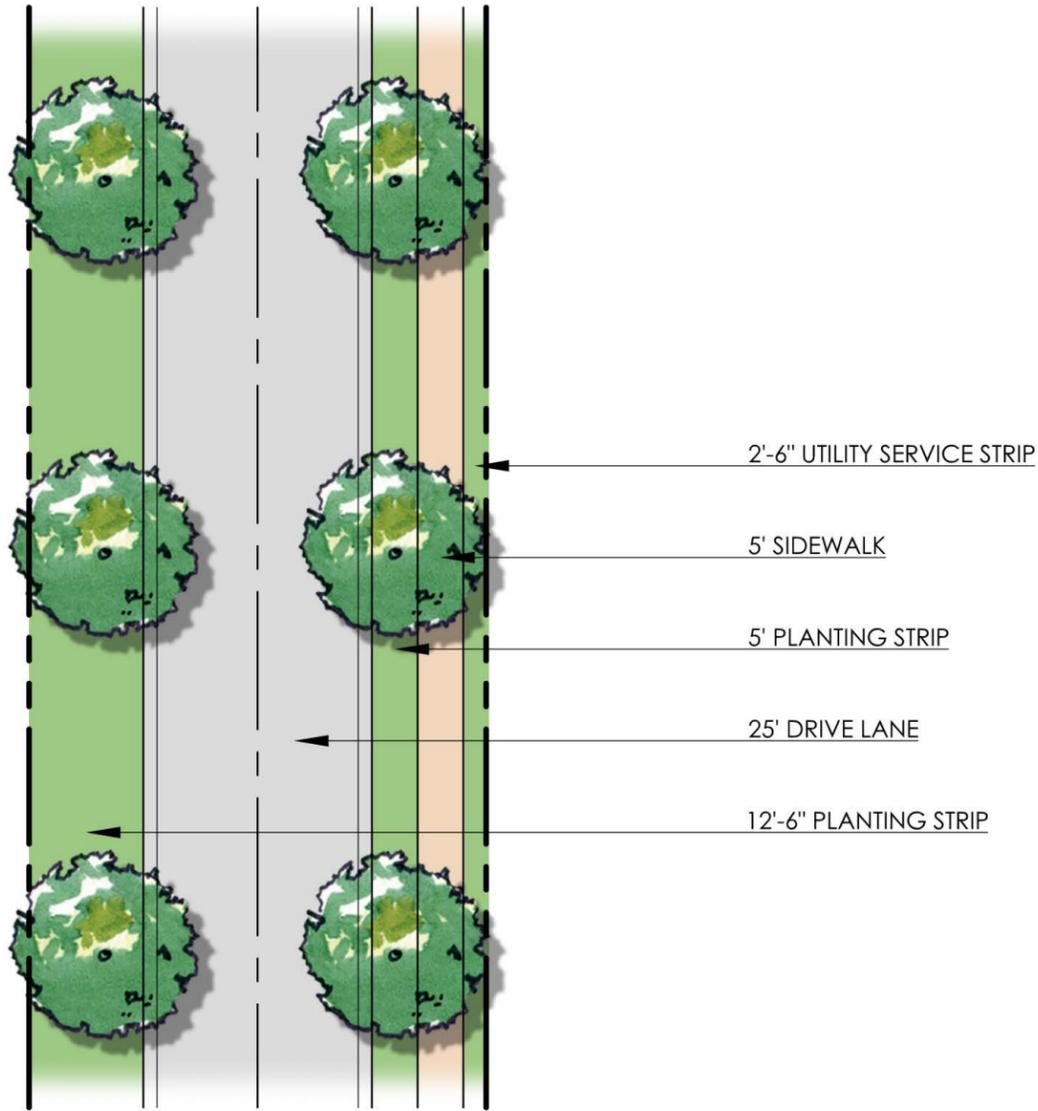
TYPICAL STREET LAYOUT



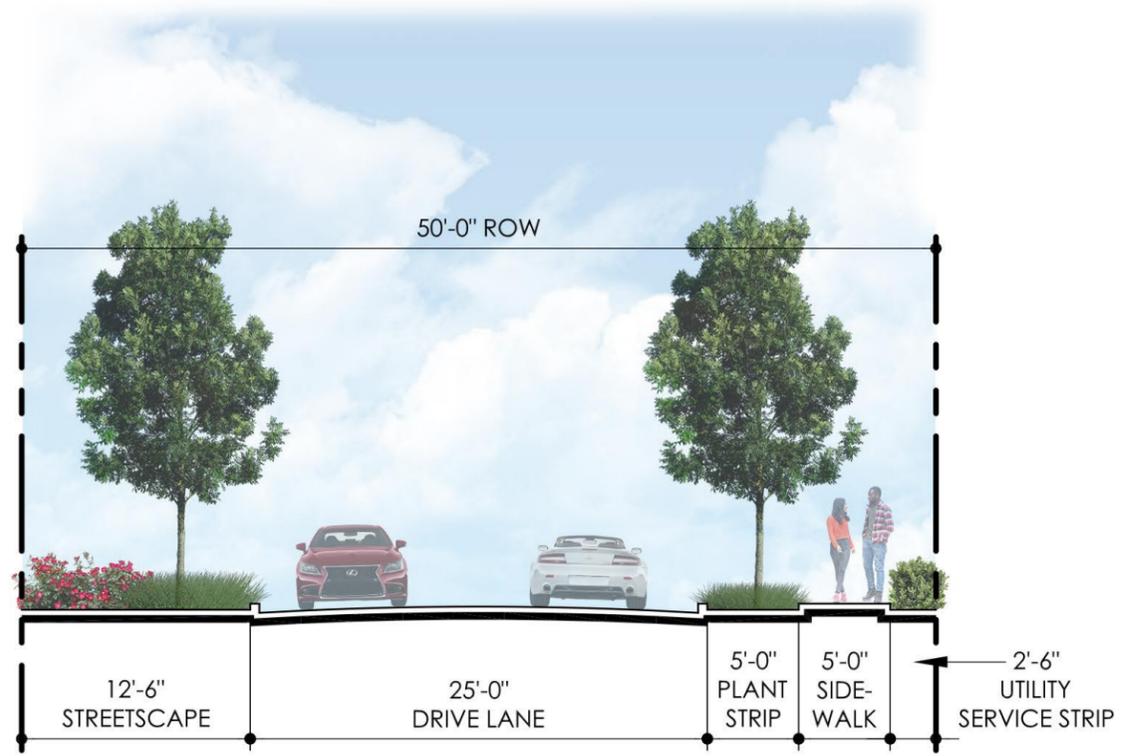
NEIGHBORHOOD STREET SECTION (TYPICAL)
50' R.O.W.



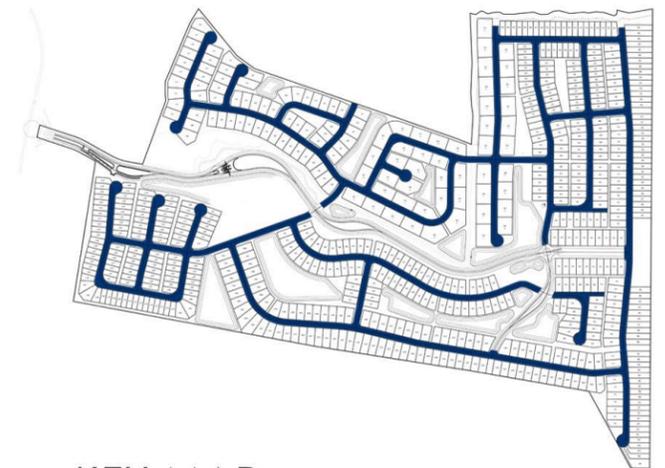
KEY MAP



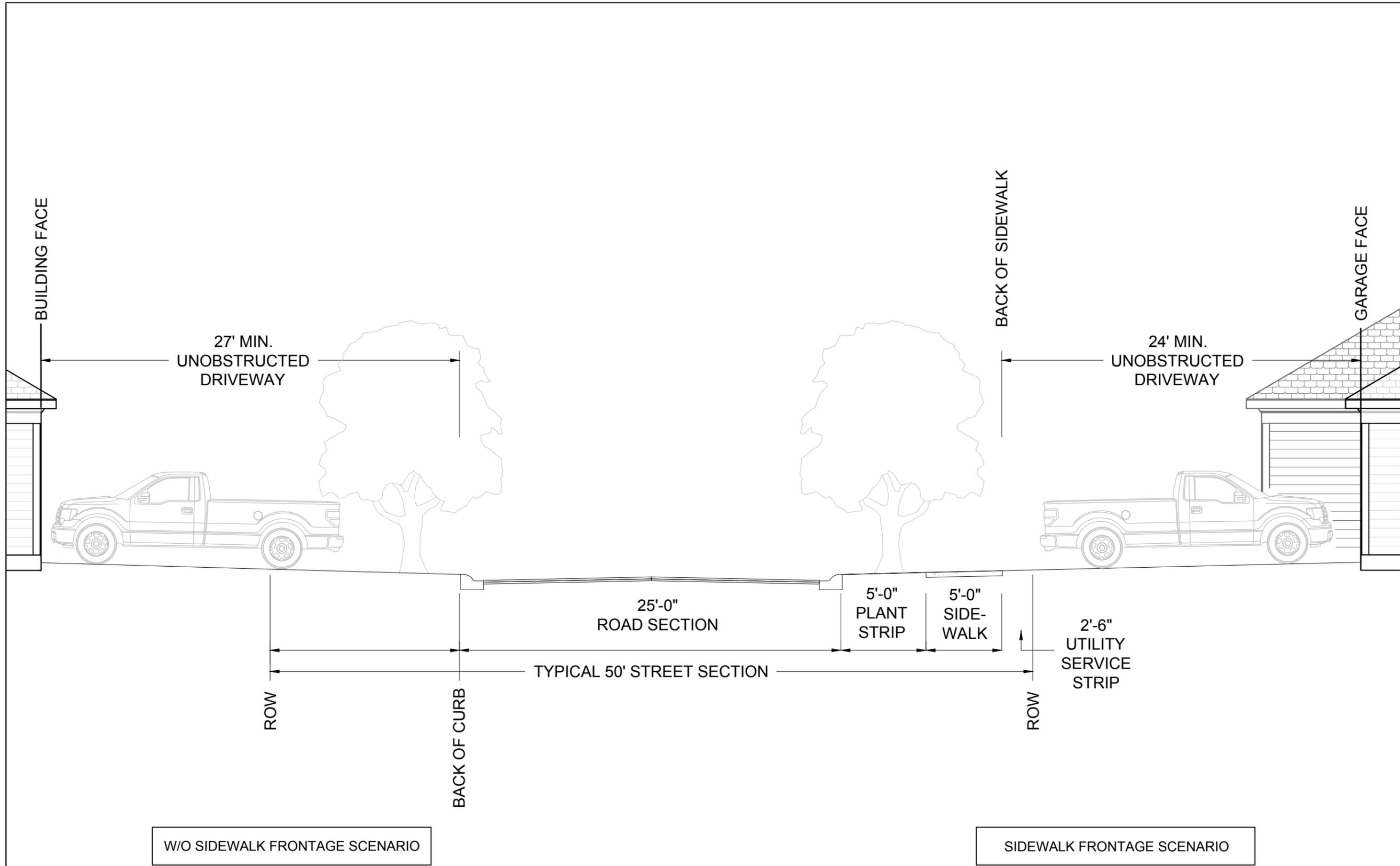
TYPICAL STREET LAYOUT



NEIGHBORHOOD STREET SECTION (TYPICAL)
 50' ROW



KEY MAP



DEVELOPMENT RESOURCE GROUP, LLC
 1101 JOHNSON AVENUE, SUITE 300A
 MYRTLE BEACH, SC 29577
 843-839-3350 | DRGPLLC.COM



**RESIDENTIAL 50'
 TYPICAL SECTION**

GRANDE DUNES NORTH

JOB NO: 20.161

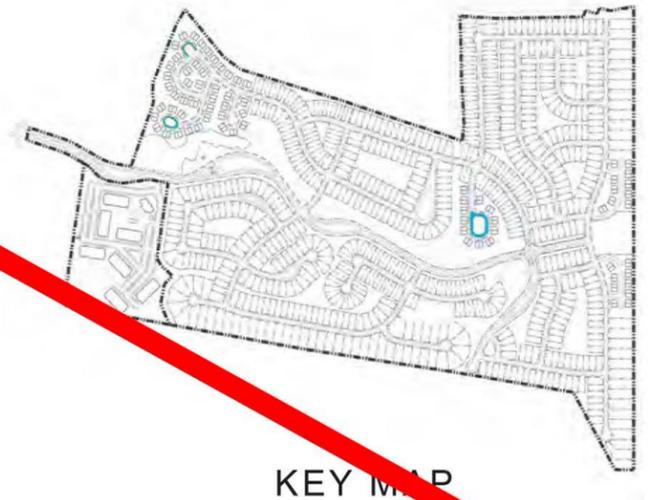
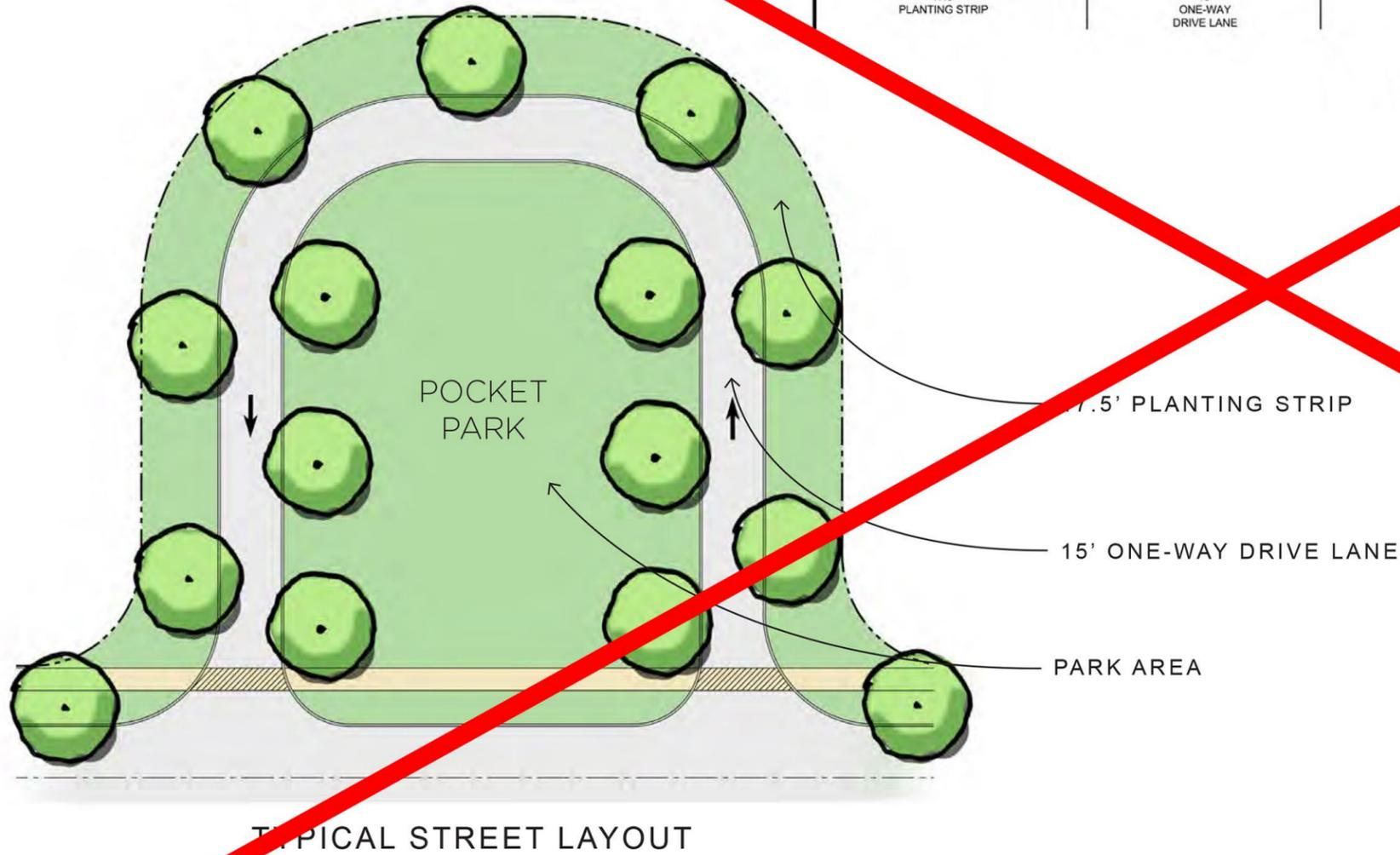
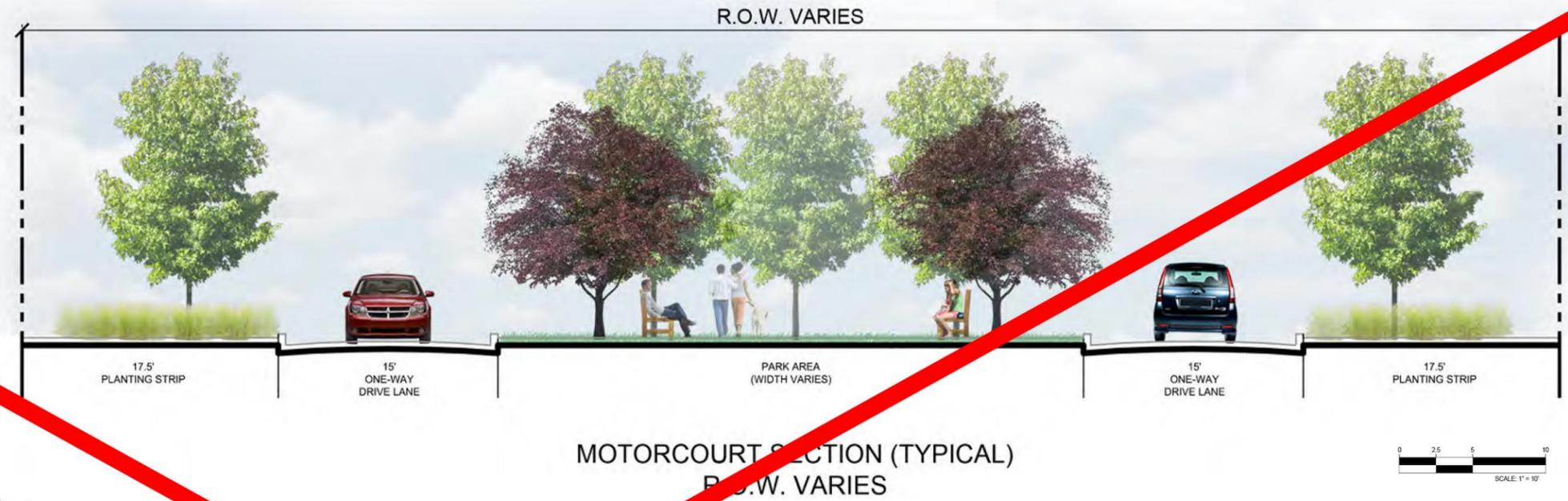
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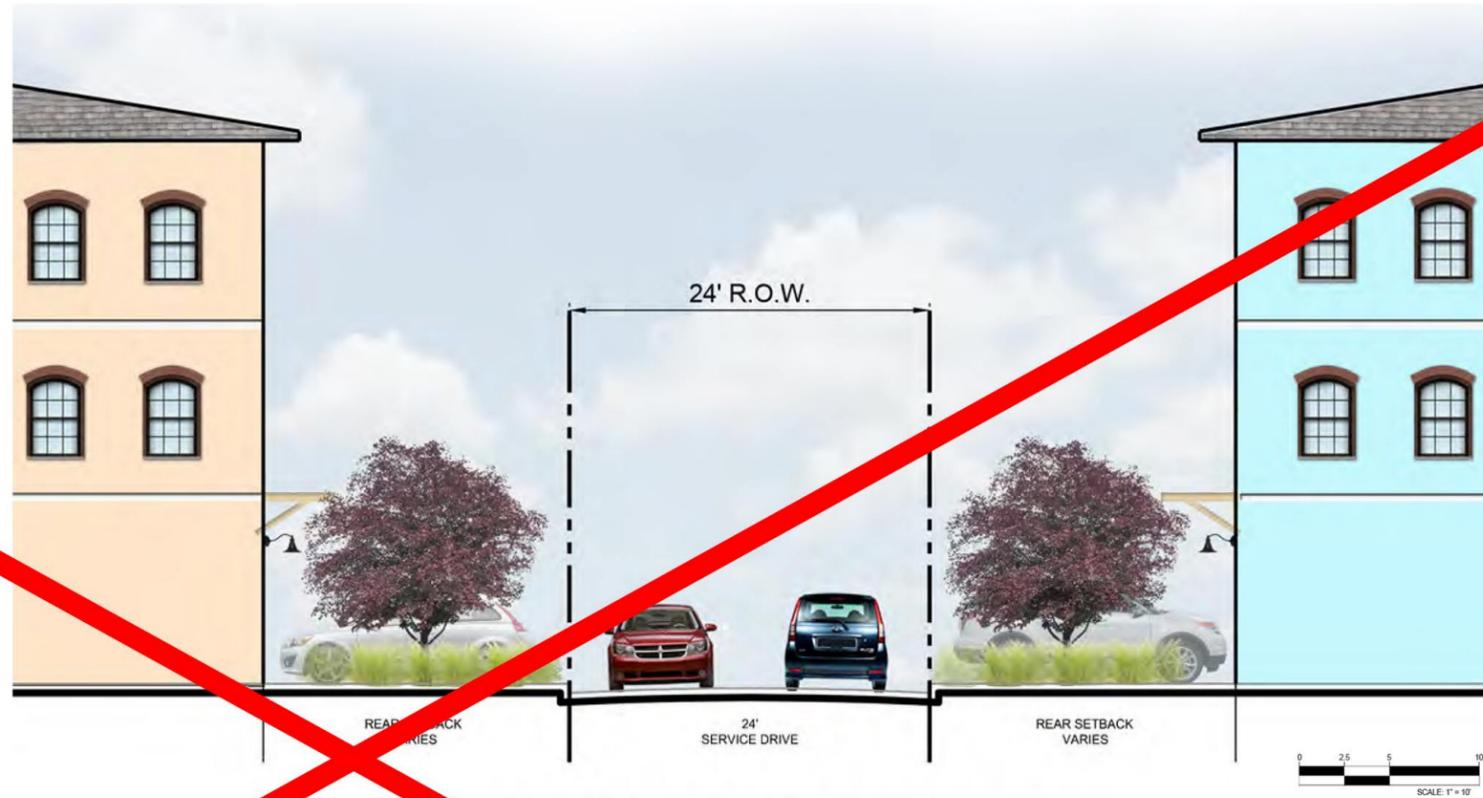
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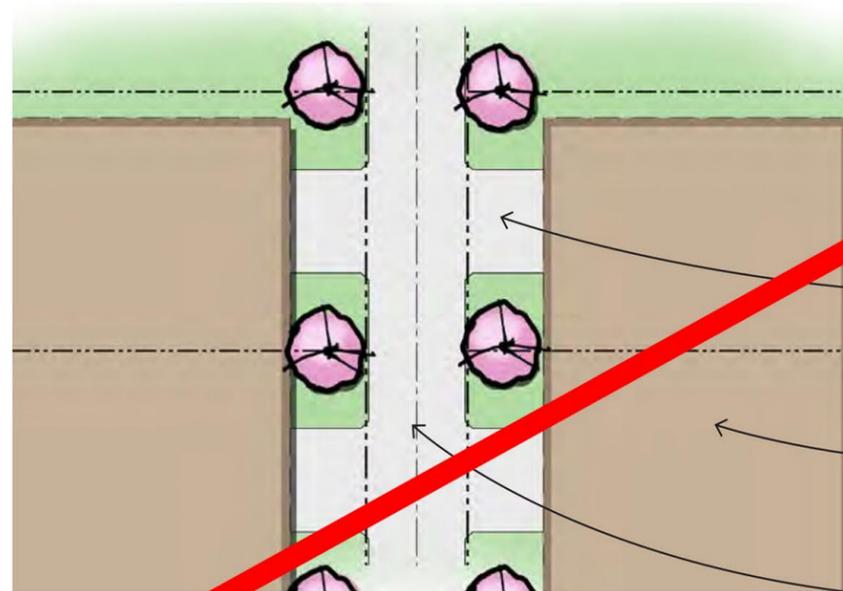
E11A



DATE: FEBRUARY 2020
CC Submission April 2020



SERVICE DRIVE SECTION (TYPICAL)
24' R.O.W.



TYPICAL STREET LAYOUT

DRIVEWAY
(FACE OF GARAGE SHALL BE A
MINIMUM OF 20' FROM EDGE OF
SERVICE LANE)

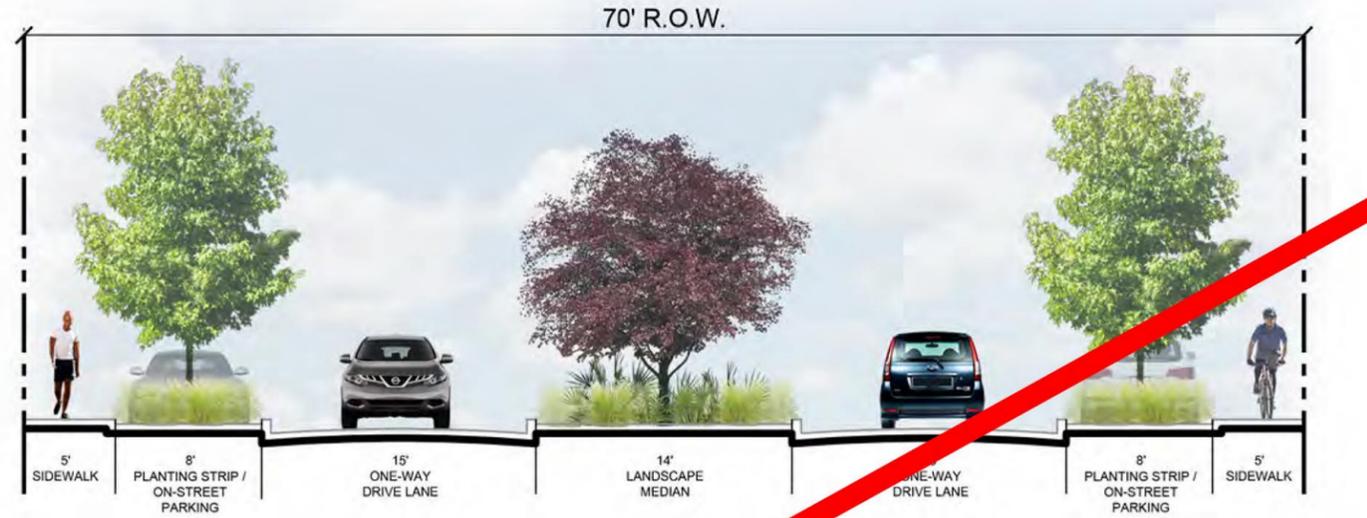
TOWNHOME UNIT

24' SERVICE DRIVE

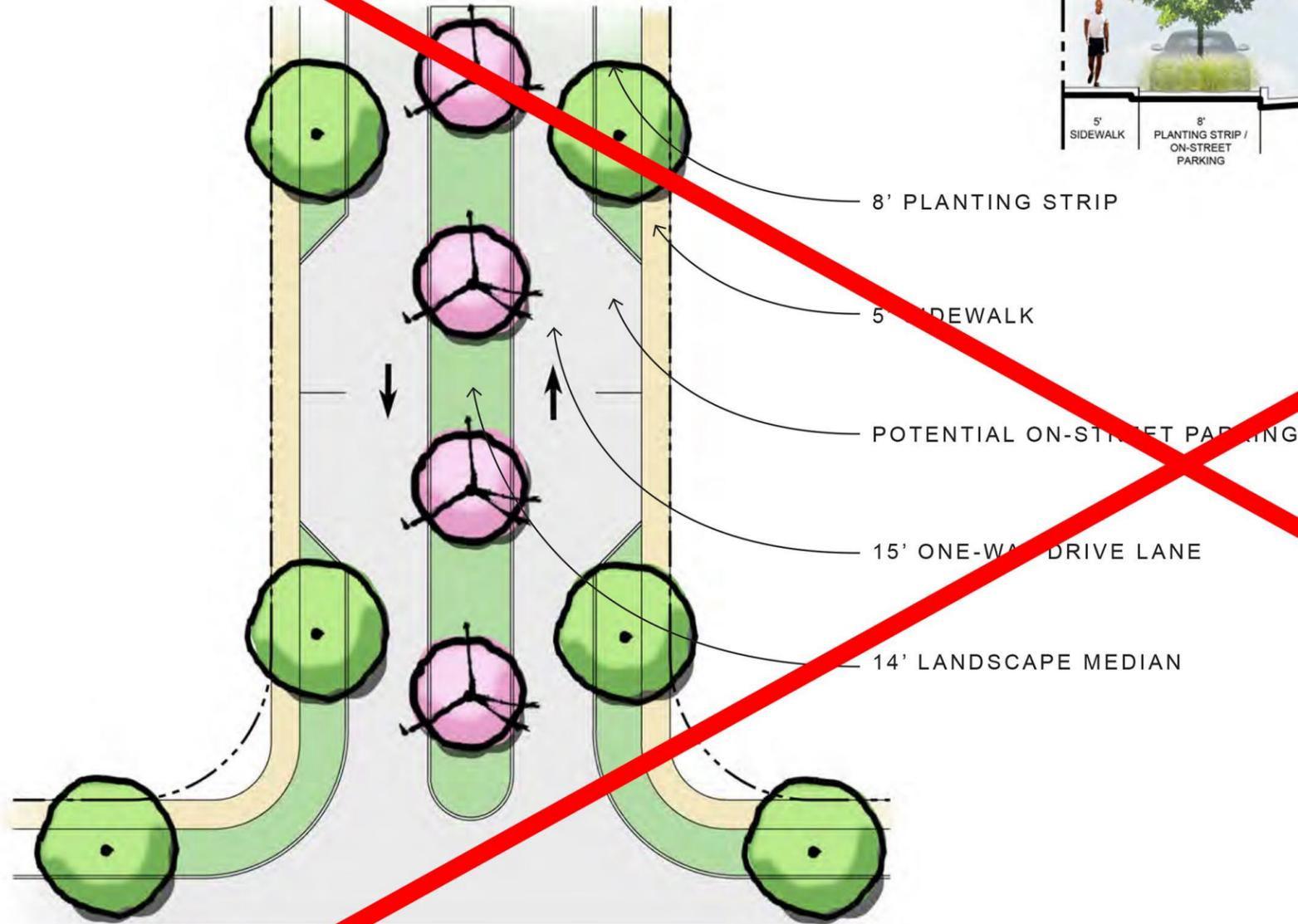
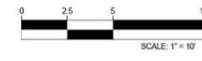


KEY MAP

DATE: FEBRUARY 2020
CC Submission April 2020



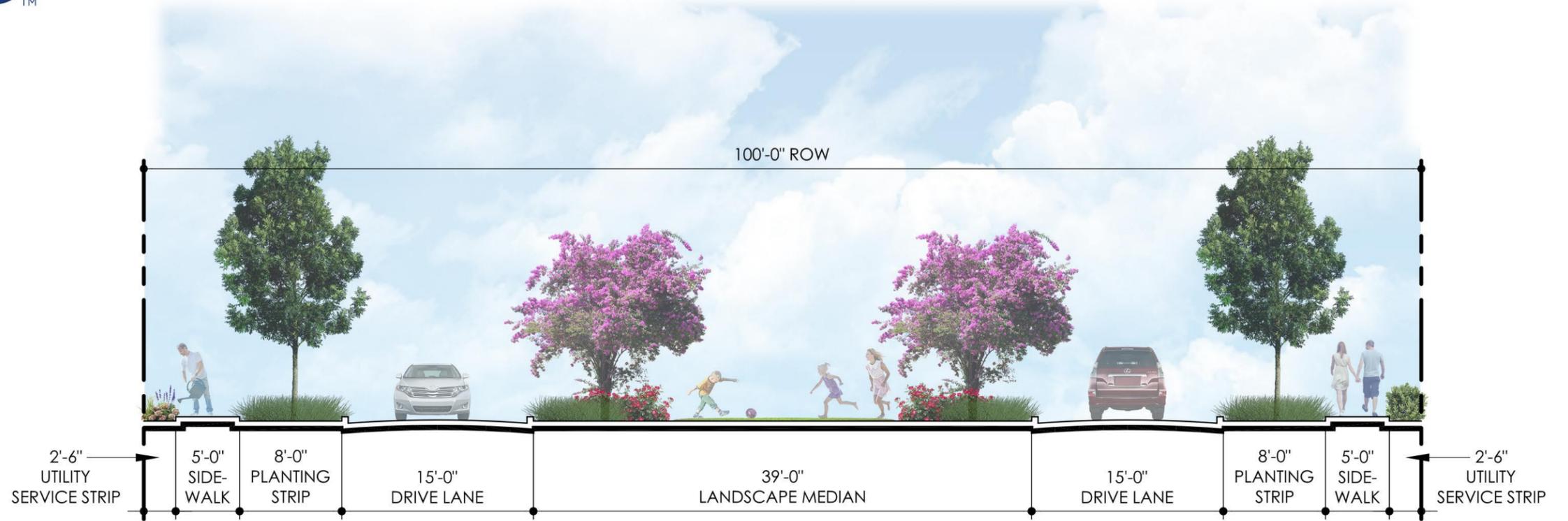
BOULEVARD SECTION (TYPICAL)
70' R.O.W.



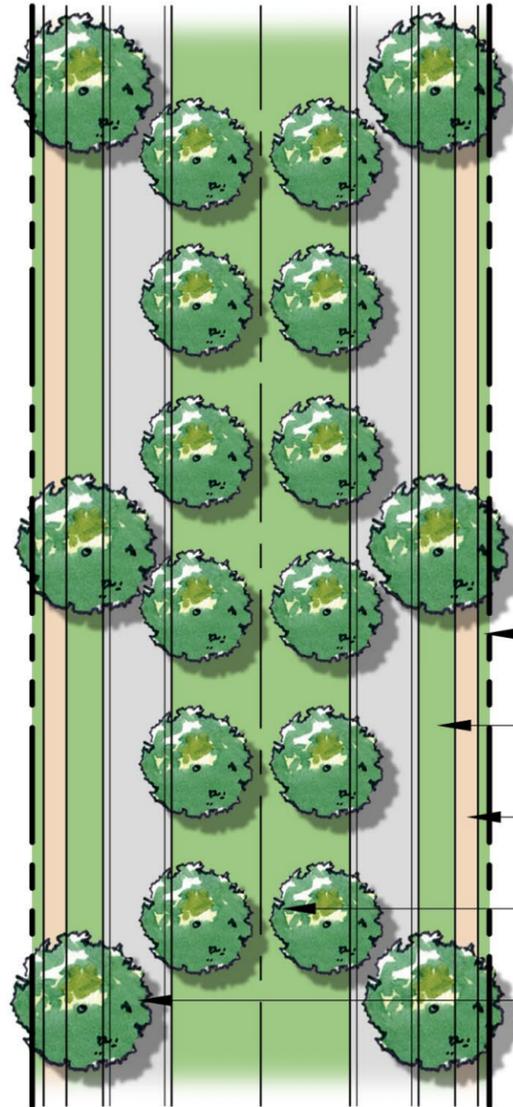
TYPICAL STREET LAYOUT



KEY MAP



BOULEVARD SECTION (TYPICAL)
100' ROW

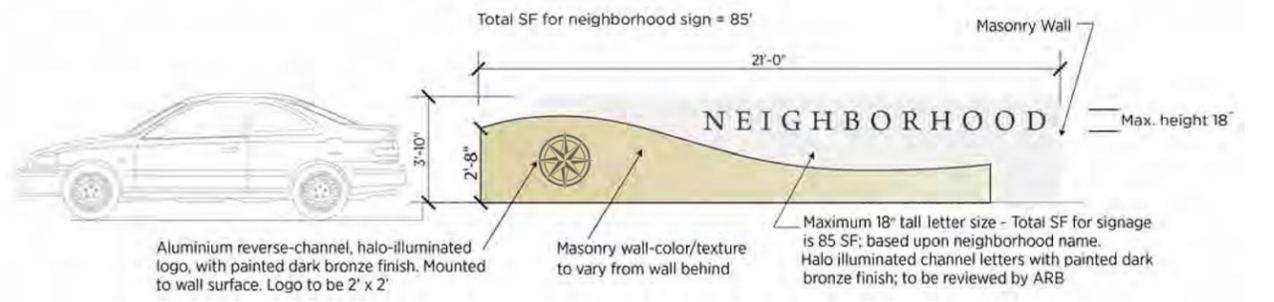
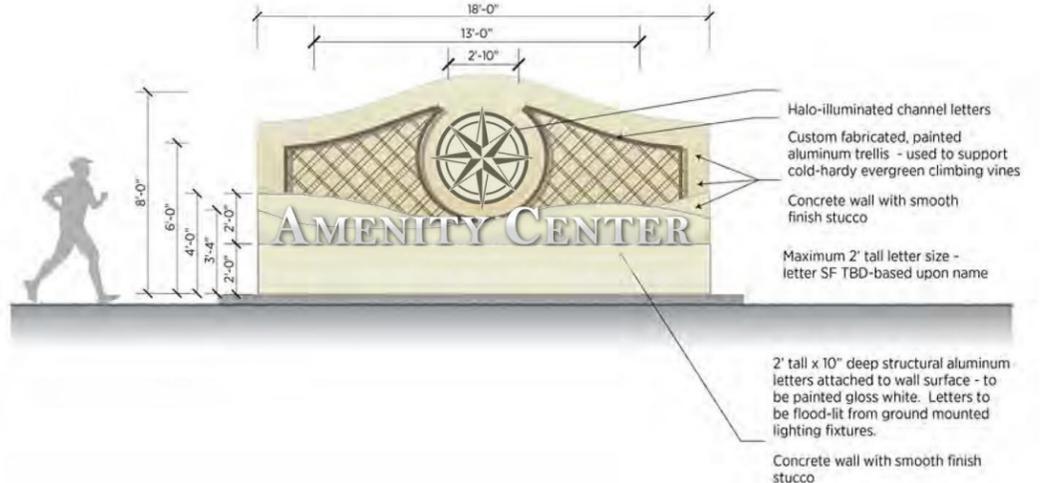
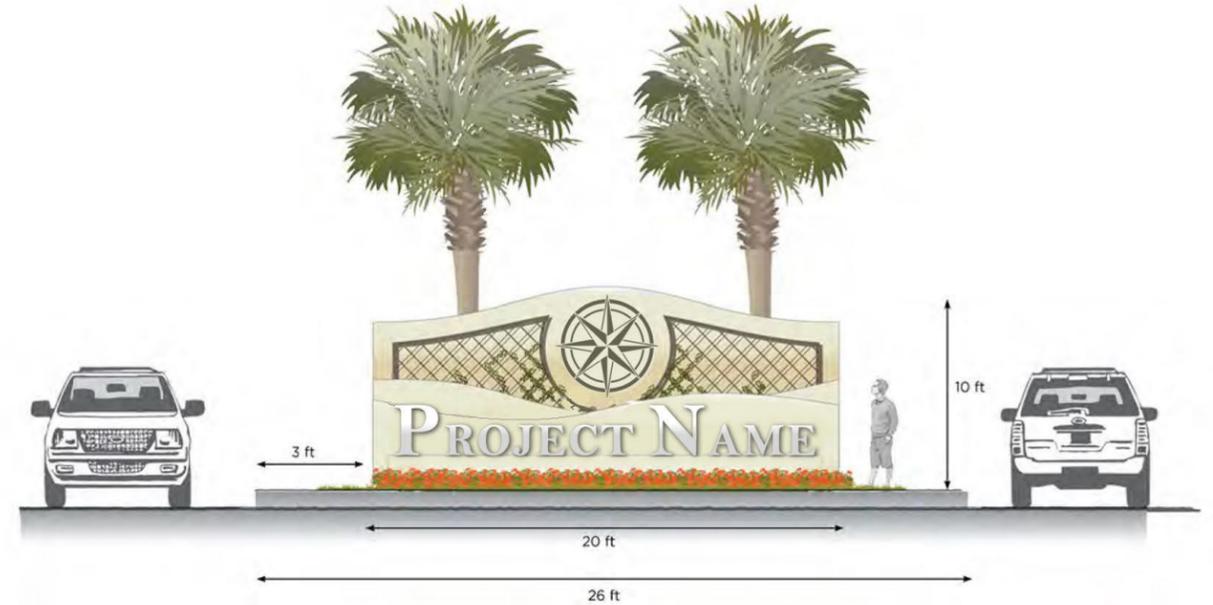
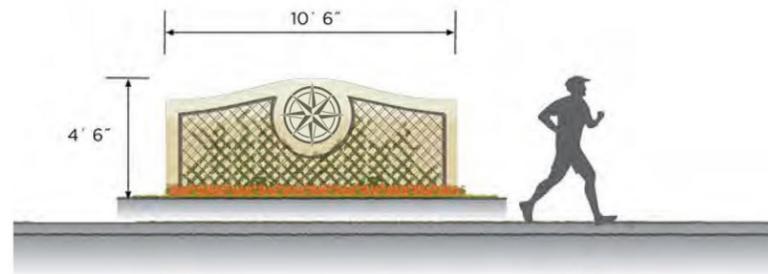
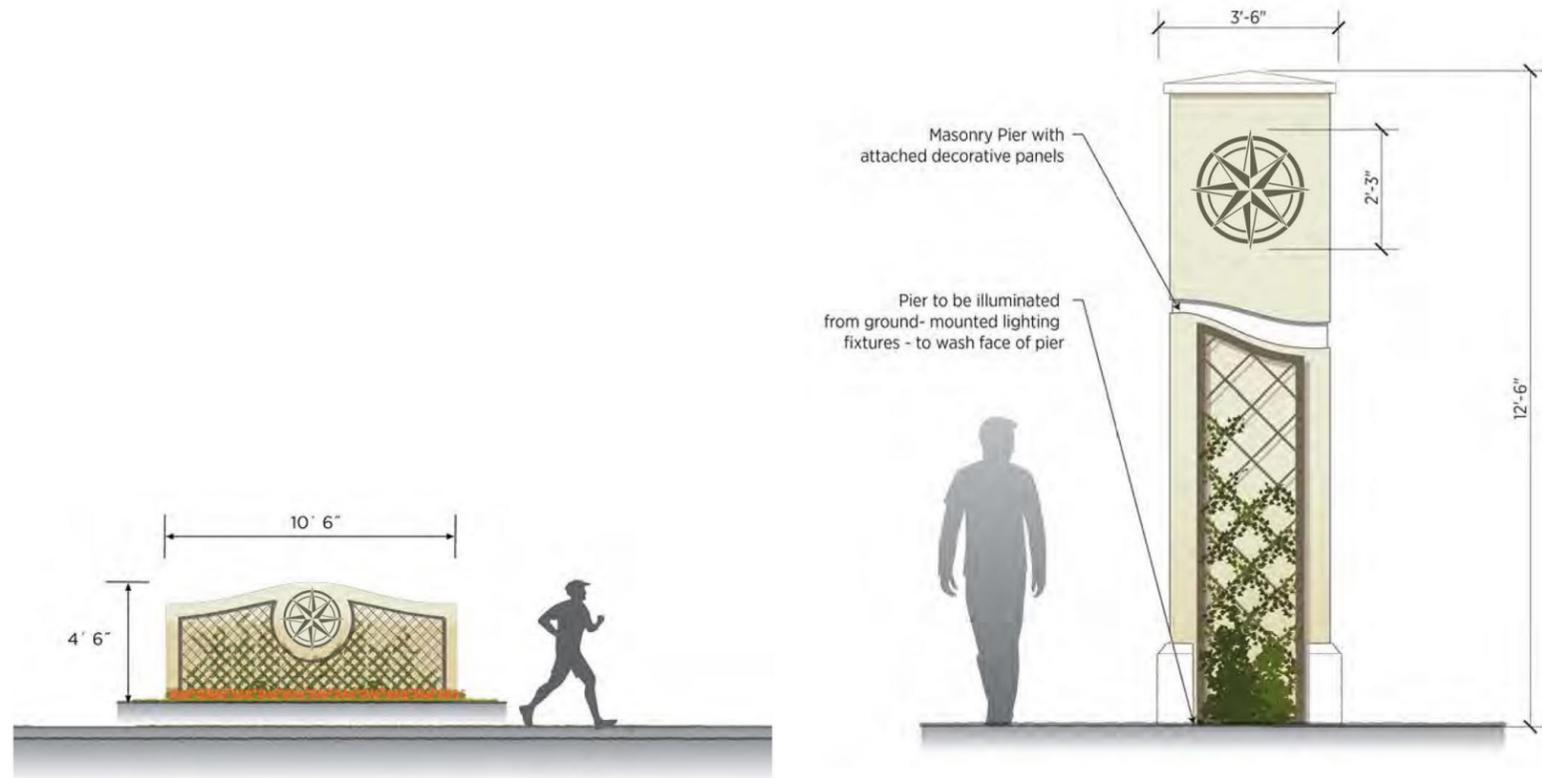


TYPICAL STREET LAYOUT

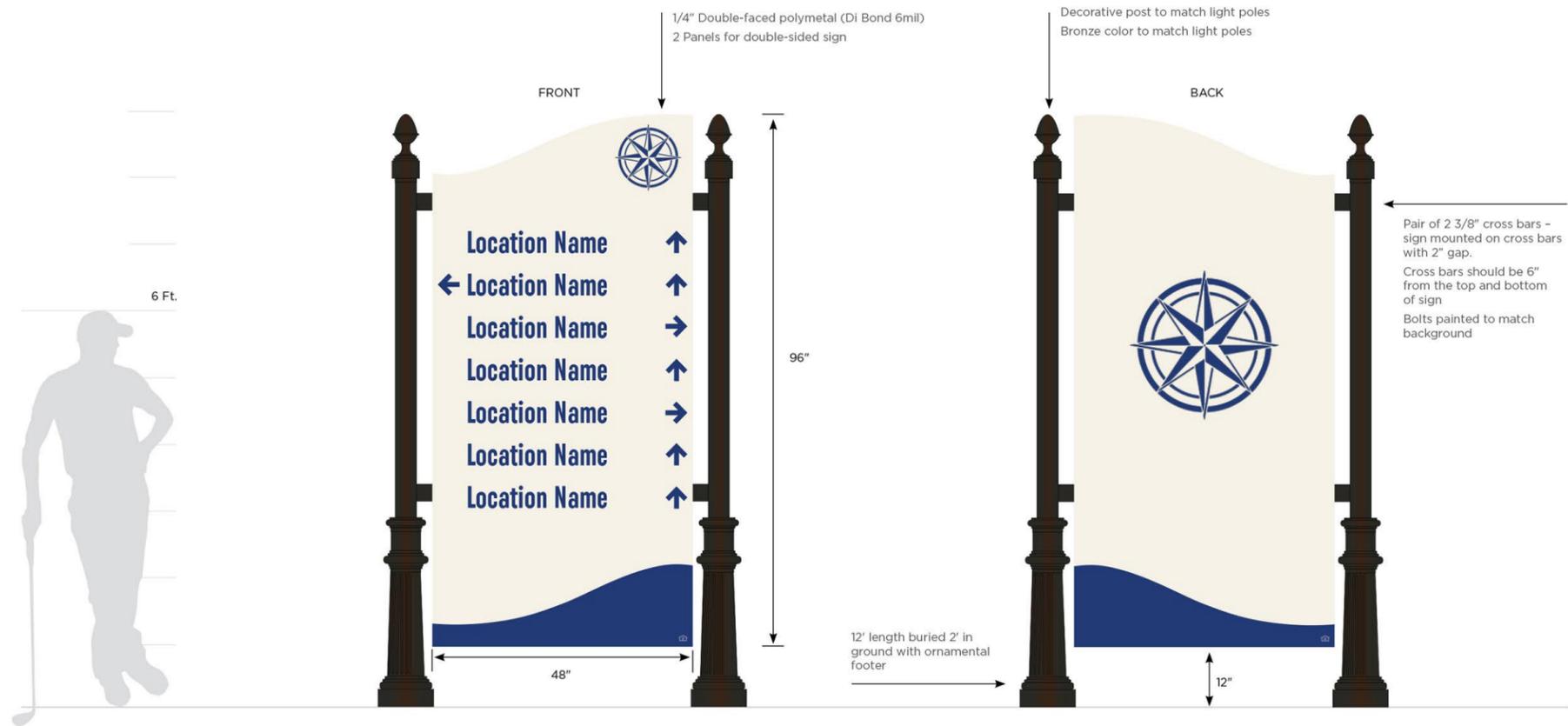
- 2'-6" UTILITY SERVICE STRIP
- 8' PLANTING STRIP
- 5' SIDEWALK
- 39' MEDIAN
- 15' DRIVE LANE



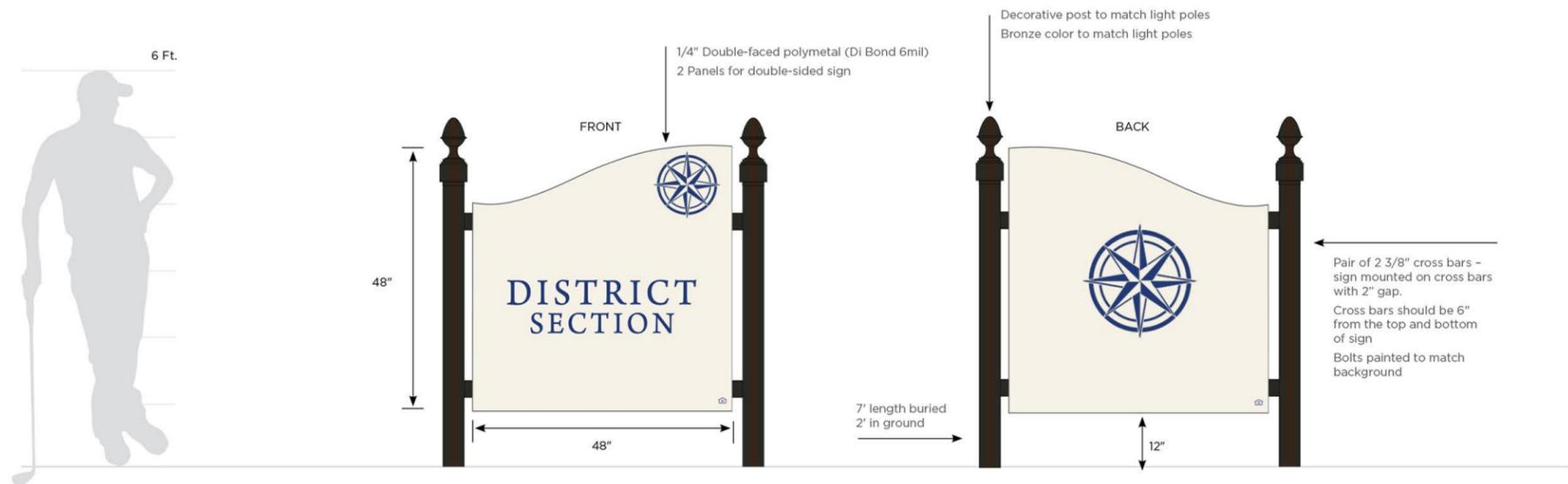
KEY MAP



LARGE DIRECTIONAL CONCEPT
48" x 96"



SMALL NEIGHBORHOOD MARKER
48" x 48"



1. BUILDING MATERIALS & FINISHES

All neighborhood plans, individual site plans and architectural plans will be subject to the Grande Dunes Architectural Review Committee (ARC) Design Guidelines. The Grand Dunes ARC will review architectural styles, colors, materials, and landscaping for consistency with the architectural theme for the individual neighborhood. The ARC will have the ultimate final authority to approve or deny any architectural submissions. While not comprehensive, the list of materials and finishes below will be used as a guide.

A. Architectural Style

The architectural style is anticipated to be more traditional, low country architecture and offer additional housing varieties. The design codes proposed for the Grande Dunes North project are similar to those within the existing Grande Dunes project. These standards are meant to allow and encourage variety and individuality of design while maintaining a compatible architectural character within and among each of the communities within Grande Dunes Waterway Hills Village. Each neighborhood will have a consistent architectural theme. It is the ARC's intent to foster and take into consideration many complimentary styles of Mediterranean, traditional, and low country architectural styles within Grande Dunes Waterway Hills Village. All material should conform to the buildings architectural style with regard to color, texture, and material.

B. Materials & Specifications:

a. Roofing:

Asphalt architectural shingles, Barrel or Flat tile, Spanish "S" tile, Flat concrete tile, Metal, or Slate.

b. Siding/Exterior Treatments:

Stucco, Brick veneer, Stone, Wood, Hard Board lap, shake, or board & batten siding. Vinyl siding will NOT be permitted as a primary exterior finish.

c. Garage Doors:

Garage doors shall be carriage style.

d. Colors:

The ARC will require color samples of all color schemes. Generally the color palette for Grande Dunes Waterway Hills Village is pastels, earth tones, and muted colors authentic to the architectural theme for the individual neighborhood. Other color palettes will be considered by the ARC on a case by case or neighborhood basis to allow for some variety in the community while still maintaining the style.

e. Setbacks:

Soffits/roofs cannot encroach into side yard setbacks.

Front facing garage doors shall be setback 24' from the sidewalk edge.

f. Landscaping:

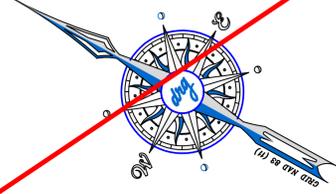
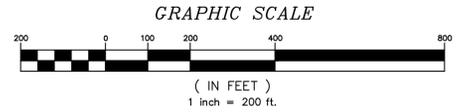
- Wax Myrtle (*Myrica cerifera*) is prohibited from being planted by homeowners or within common areas.
- Pine Straw is a prohibited ground cover mulch adjacent to any buildings.

g. POA/HOA CC&R's:

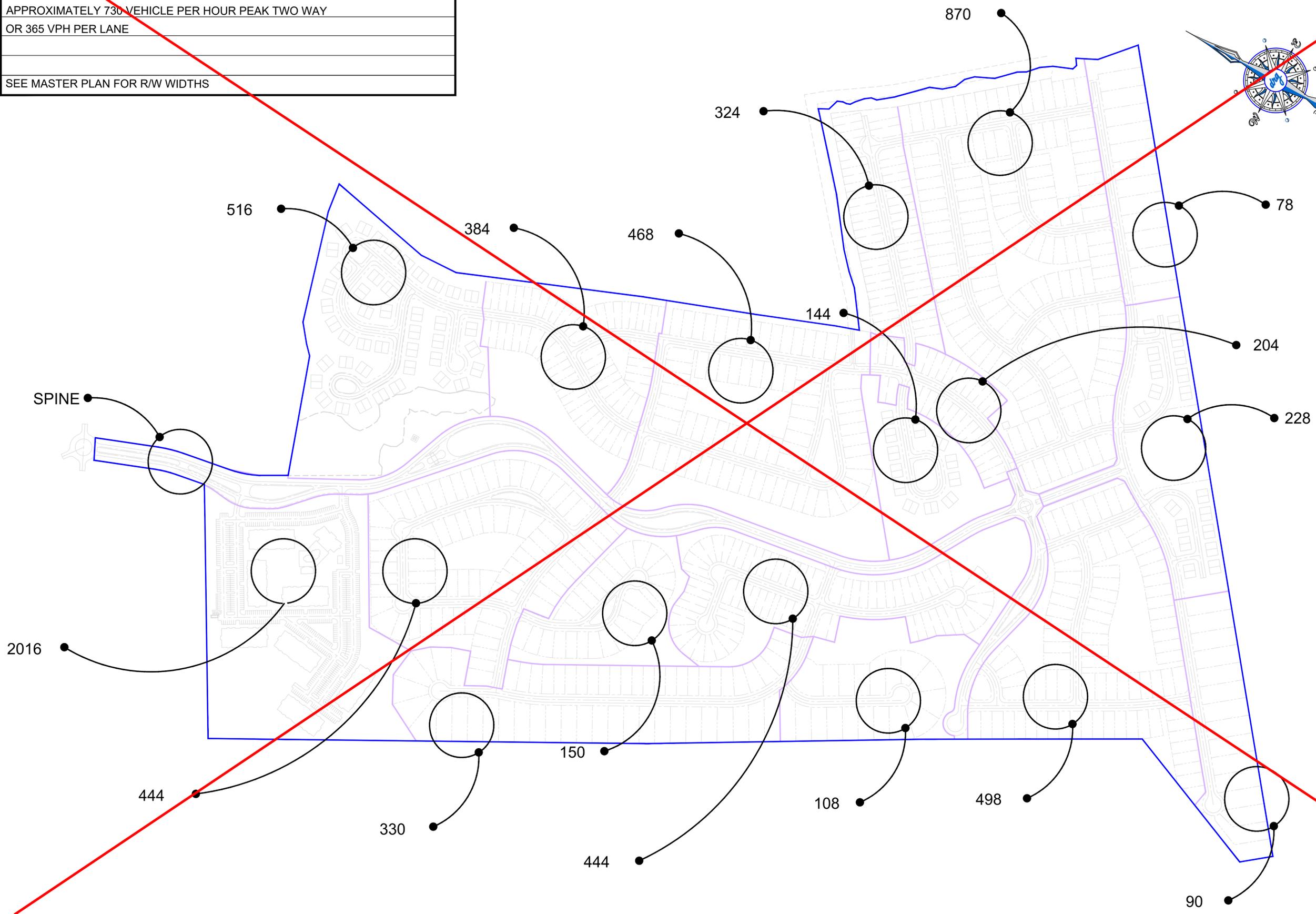
It will be a violation of the CC&R's for sidewalks to be blocked by parked vehicles.

1/24/2020 3:38 PM
P:\19174 - LSTAR - WATERWAY HILLS VILLAGE MASTER PLAN\DESIGN\DRAWINGS\EXHIBITS\OVERALL EXHIBITS\ADT.DWG

ADT SUMMARY:
TOTAL ADT 7296
BASED ON 6 ADT PER DWELLING
APPROXIMATELY 730 VEHICLE PER HOUR PEAK TWO WAY
OR 365 VPH PER LANE
SEE MASTER PLAN FOR R/W WIDTHS



DEVELOPMENT RESOURCE GROUP, LLC
1101 JOHNSON AVENUE, SUITE 300A
MYRTLE BEACH, SC 29577
843-839-3350 | DRGPLLC.COM

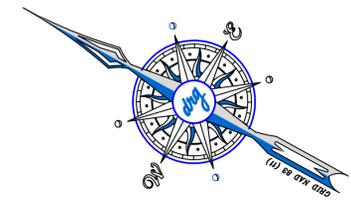
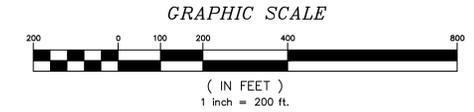


ADT TRAFFIC EXHIBIT
WATERWAY HILLS VILLAGE

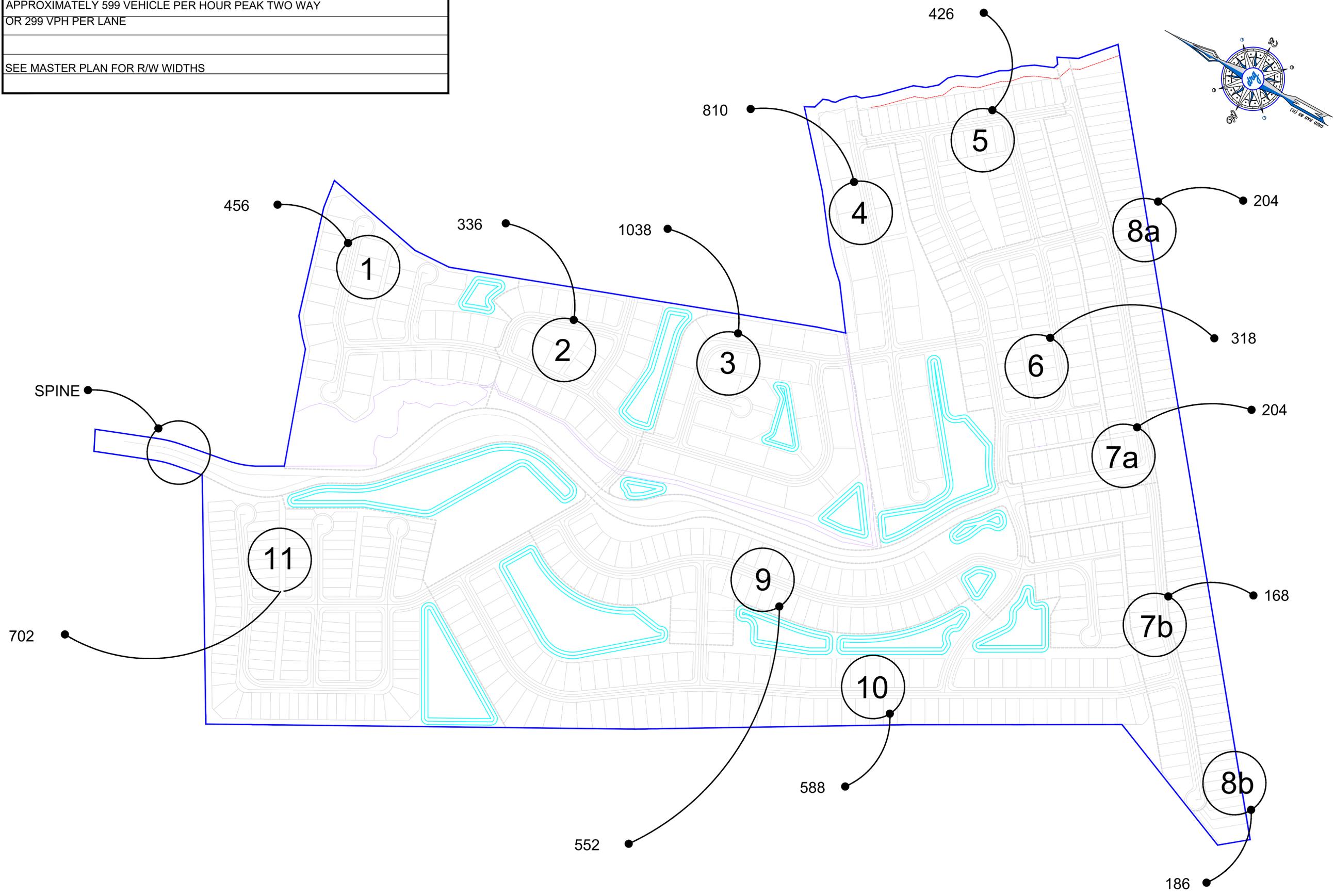
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DRAWN BY:	JCP
CHECKED BY:	JCP
DATE:	1-24-20
EXHIBIT NUMBER:	

F1

ADT SUMMARY:
TOTAL ADT 5988'
BASED ON 6 ADT PER DWELLING
APPROXIMATELY 599 VEHICLE PER HOUR PEAK TWO WAY
OR 299 VPH PER LANE
SEE MASTER PLAN FOR R/W WIDTHS



DEVELOPMENT RESOURCE GROUP, LLC
 1101 JOHNSON AVENUE, SUITE 300A
 MYRTLE BEACH, SC 29577
 843-839-3350 | DRGPLLC.COM



ADT TRAFFIC EXHIBIT

GRANDE DUNES NORTH

JOB NO:	20.161
SCALE:	1" = 200'
DRAWN BY:	JCP
CHECKED BY:	JCP
DATE:	12-21-20
EXHIBIT NUMBER:	

F1

February 4, 2020

Mr. Baird Stewart, Senior Project Manager
LStar Ventures
4728 Glenn Drive, Suite 101
Myrtle Beach, SC 29577

Re: Waterway Hills Village Master Plan
19.171

Dear Mr. Stewart,

Development Resource Group has received the revised master plan for the above project. Per your request, we have prepared Exhibit F1 identifying the Average Daily Traffic expected to be generated by the respective development areas.

We understand that the plan is for these "pods" to access the development and SC-31 via the main "spine road".

Based upon traffic generation rates within the PUD, we anticipate an Average Daily Traffic of 7,296 trips per day. The proposed spine road's typical section and right of way we see no adverse impacts, related to traffic volumes, of the proposed spine road.

Please feel free to contact me if you have any questions.

Sincerely,

DEVELOPMENT RESOURCE GROUP, LLC

Robert F. Wilfong, Jr

Robert F. Wilfong, Jr., PE



(843) 839-5350



office@drqpllc.com
www.drqpllc.com



1101 Johnson Avenue, Suite 300A
Myrtle Beach, SC 29577

Exhibit
F2

December 21, 2020

Mr. Mike Walline
Freehold Communities
4728 Jenn Drive, Suite 101
Myrtle Beach, SC 29577

Re: Grande Dunes North Master Plan
20.161

Dear Mr. Walline,

Development Resource Group has received the revised master plan for the above project. Per your request, we have prepared Exhibit F1 identifying the Average Daily Traffic expected to be generated by the respective development areas.

We understand that the plan is for these "pods" to access the development and SC-31 via the main "spine road".

Based upon traffic generation rates within the PUD, we anticipate an Average Daily Traffic of 5,988 trips per day. The proposed spine road's typical section and right of way we see no adverse impacts, related to traffic volumes, of the proposed spine road.

Please feel free to contact me if you have any questions.

Sincerely,

DEVELOPMENT RESOURCE GROUP, LLC



J. Cameron Parker, PE

Exhibit F2



(843) 839-3350



office@drgpllc.com
www.drgpllc.com

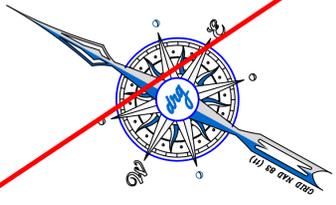
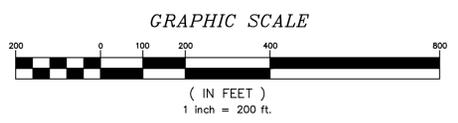


1101 Johnson Avenue, Suite 300A
Myrtle Beach, SC 29577

P:\19174 - LSTAR - WATERWAY HILLS VILLAGE MASTERPLAN\DESIGN\DRAWINGSEXHIBITS\OVERALL EXHIBITS\UTILITY.DWG 1/24/2020 3:38 PM

LEGEND

-  HYDRANT
-  WATERLINE 10-12"
-  WATERLINE 6-8"
-  FORCEMAIN
-  8" GRAVITY SEWER
-  SANITARY PUMP STATION



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 MYRTLE BEACH, SC 29577
 843-839-3350 | DRGPLLC.COM

EXISTING 20" WATER
 EXISTING 16" FORCEMAIN

EXISTING 12" WATER

UTILITY EXHIBIT

WATERWAY HILLS VILLAGE

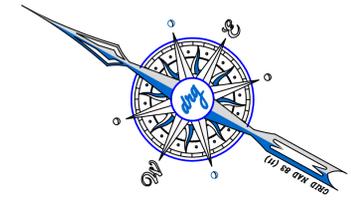
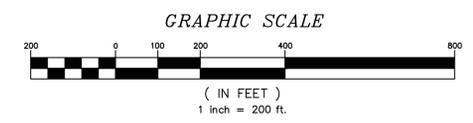
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CHECKED BY:	JCP
DATE:	1-24-20
EXHIBIT NUMBER:	

G1

P:\20161 - FREEHOLD - WATERWAY HILLS VILLAGE MASTER PLANNING SERVICES\DESIGN\DRAWINGS\EXHIBITS\IPDD EXHIBITS\UTILITY.DWG 12/22/2020 1:21 PM

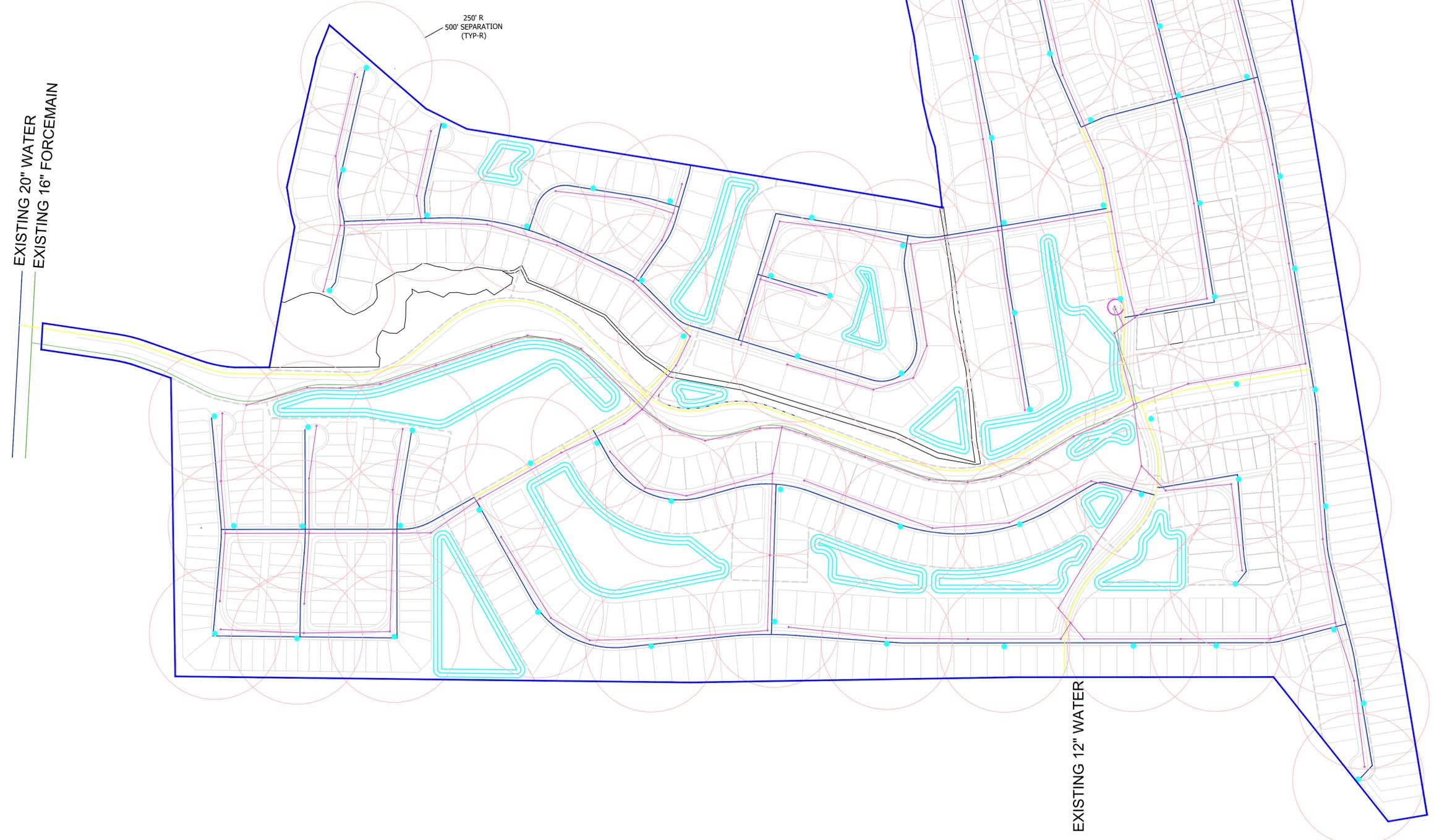
LEGEND

- HYDRANT
- HYDRANT SEPARATION
- WATERLINE 10-12"
- WATERLINE 6-8"
- FORCEMAIN
- 8" GRAVITY SEWER
- SANITARY PUMP STATION



drq

DEVELOPMENT RESOURCE GROUP, LLC
 1101 JOHNSON AVENUE, SUITE 300A
 MYRTLE BEACH, SC 29577
 843-839-3350 | DRGPLLC.COM



UTILITY EXHIBIT

GRANDE DUNES NORTH

JOB NO:	20.161
SCALE:	1" = 200'
DRAWN BY:	JCP
CHECKED BY:	JCP
DATE:	12-21-20
EXHIBIT NUMBER:	

G1

FREEHOLD COMMUNITIES®

August 31, 2015

Mr. James C. Parker, P.E.
Castles Engineering, Inc.
2024 Corporate Centre Dr. Ste. 102
Myrtle Beach, SC 29577

Re: Water & Sewer Availability
Grande Dunes North
TMS # 155-00-01-001 and 155-00-01-025

Dear Mr. Parker:

Grand Strand Water & Sewer Authority has received and reviewed your request for availability to the above referenced parcels. Based on our records, the Authority does have an existing 16" sewer force main and 20" waterline adjacent to the property readily available with adequate capacity to serve the parcel with public sewer and potable water.

Actual water and sewer service can be obtained after appropriate fees are paid and all application procedures are completed. Should you have any questions or comments regarding this letter or if you need further assistance, please do not hesitate to contact me at 843-443-8265 or email me at cdunn@gswsa.com.

Respectfully Submitted,


J. Craig Dunn
Engineering Designer

Exhibit
G2

December 21, 2020

Mr. J. Cameron Parker, P.E.
Development Resource Group, LLC
1101 Johnson Avenue, Suite 300A
Myrtle Beach, SC 29577

Re: Water & Sewer Availability
Grande Dunes North
TMS # 155-00-01-001

Dear Mr. Parker:

Grand Strand Water & Sewer Authority has received and reviewed your request for availability to the above referenced parcels. Based on our records, the Authority does have an existing 16" sewer force main and 20" waterline adjacent to the property readily available with adequate capacity to serve the parcel with public sewer and potable water.

Actual water and sewer service can be obtained after appropriate fees are paid and all application procedures are completed. Should you have any questions or comments regarding this letter or if you need further assistance, please do not hesitate to contact me at 843-443-8265 or by email at cdunn@gswsa.com.

Respectfully Submitted,



J. Craig Dunn
New Services Supervisor

Exhibit G-2

Conceptual Imagery Waterway Hills Village Private Entry Sequence

- Grande Dunes Monumentaion
- Grande Dunes Guardhouse



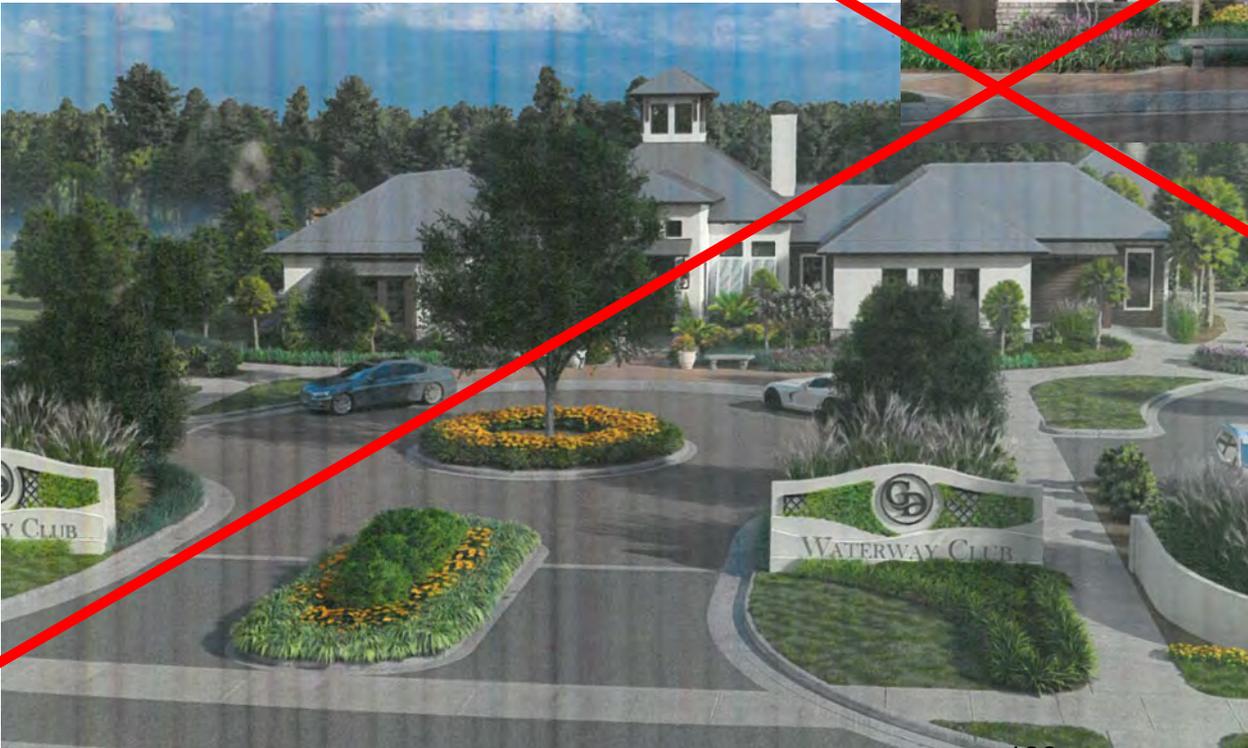
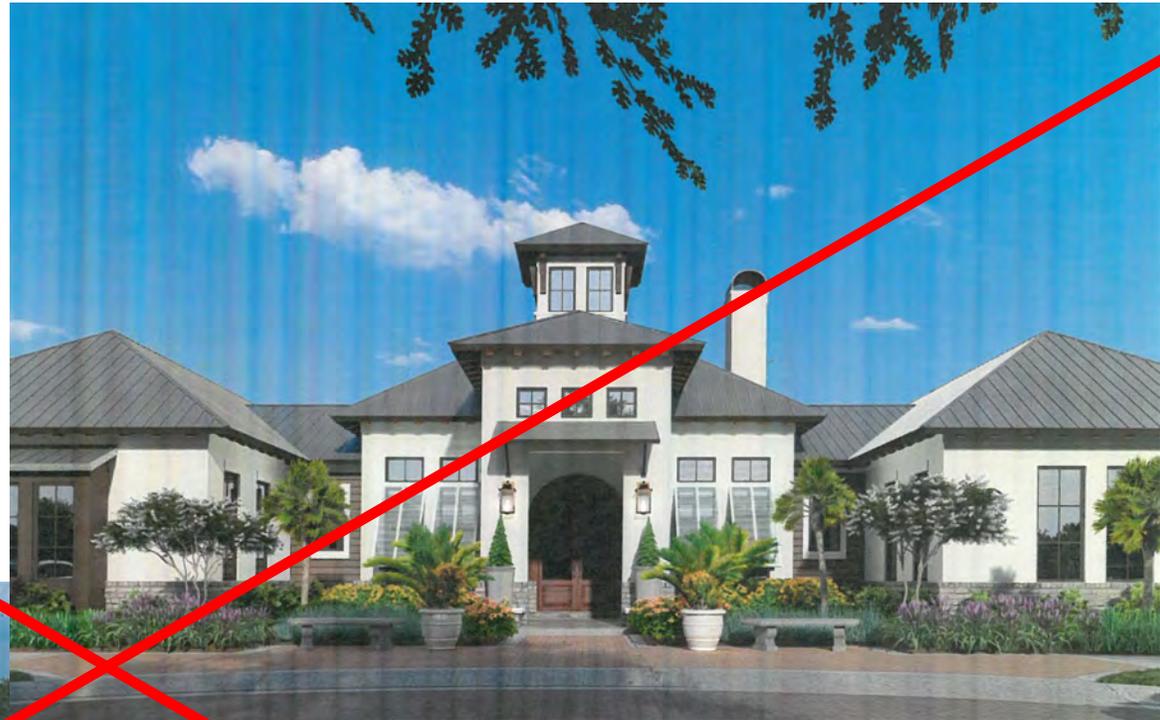
Center Island

136 6 ft section

Exhibit H

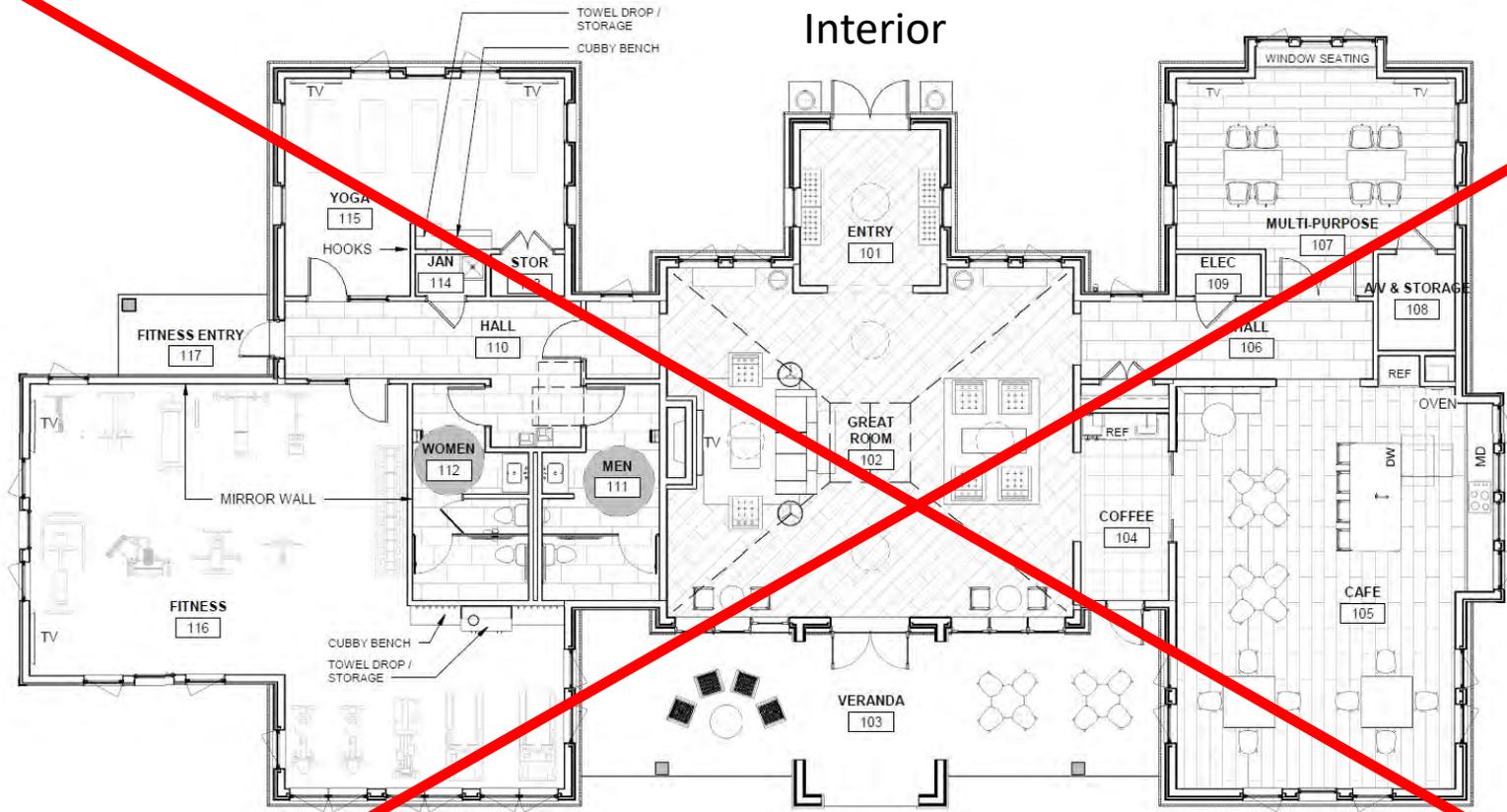


Conceptual
Waterway Club
Site Plan



Conceptual
Waterway Club
3D Rendering

Conceptual Waterway Club Interior



AMENITY PROGRAM

TOTAL SITE AREA 3.2 acres

- ① CLUBHOUSE/FITNESS BUILDING (6,000 - 8,000 sf)
- ② SWIMMING POOL
- ③ SHADE PAVILION
- ④ EVENT LAWN
- ⑤ PLAYGROUND
- ⑥ VEHICULAR DROP-OFF CIRCLE
- ⑦ PARKING (55- 60 spaces)



KEY MAP

MATERIAL PALETTE LEGEND

- ① Raised Seam Metal Roof and/or Roof Shingles
- ② Vertical Board & Batten or Horizontal Lap Siding
- ③ Stucco
- ④ Clay Brick
- ⑤ Windows & Patio Doors Black/Dark Bronze or Historic Color
- ⑥ Historic Accent Color



OPTION 1



OPTION 2

7B. SECOND SEPARATE AND INDEPENDENT AMENDMENT TO MASTER DEVELOPMENT AGREEMENT ASSOCIATED WITH THE MAJOR PLANNED DEVELOPMENT DISTRICT (PDD) AMENDMENT CASE Z-21-1 AND REVISIONS TO THE PARKWAY GROUP PDD: The North Myrtle Beach Planning Commission will host the first of two public hearings regarding the proposed Second Separate and Independent Master Development Agreement associated with the major amendment to the Parkway Group PDD involving what was formerly known as Waterway Hills Village at Grande Dunes. The proposal is known as Grande Dunes North and is off Water Tower Road where the Waterway Hills Golf Club was previously located.

Mr. Franklin Daniels:

Authorized agent for NGD PROPERTY II LLC, a Delaware limited liability company (“NGD II” or “Owner”), the legal owners of the property hereinafter defined and equitable owner of the property, seeks to enter into this Second Separate and Independent Amendment to the Master Development Agreement with the City of North Myrtle Beach for the Parkway Group Planned Development District covering 238.74 acres of private property generally located off the Water Tower Road and formally operated as the Waterway Hills Golf Course (identified by PIN 389-00-00-0007).

Pursuant to the First Master Amendment, the city and NGD II entered into a previous Separate and Independent Amendment to Master Development Agreement dated March 23, 2020 (the “Separate and Independent Amendment”), and recorded on March 24, 2020, in the Office of the Register of Deeds for Horry County in Deed Book 4298, at Page 2978 in Horry County, South Carolina.

The amendment is a result of NGD II’s efforts to redevelop the 238.74-acre Waterway Hills Golf Course into an extension of the Grande Dunes community, in exchange for the provisions of the PDD and this amended agreement consisting of 998 single-family residential units (4.18 dwelling units per acre). Except as specifically amended by this Second Separate and Independent Agreement, all the terms and conditions of the Master Development Agreement shall remain in full force and effect.

The Amended Second Separate and Independent Master Development Agreement provides for the following:

ITEMS of NOTE

1. NGD II agrees that within thirty (30) days after the issuance of the 150th Certificate of Occupancy (C/O) for single-family residential units construction of the proposed amenity center must begin.

FEES and PUBLIC BENEFITS

1. NGD II agrees to pay to the city at building permit issuance, a Beach Access Parking Fee of \$1,100 for each single-family residential unit.

The Planning Commission’s role in Development Agreements is limited to HOSTING the first of two required public hearings. Planning Commission will take no action and will not vote on the Amendment to the Development Agreement, but may offer comments for City Council’s consideration. After hosting the public hearing, a second public hearing, first reading of ordinance, will take place at the City Council meeting anticipated to occur on Monday, March 1, 2021.

Both the Development Agreement and the major amendment to the Parkway Group PDD are being reviewed and considered simultaneously by the city.

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF HORRY)

**SECOND SEPARATE AND
INDEPENDENT AMENDMENT TO
MASTER DEVELOPMENT
AGREEMENT**

THIS SECOND SEPARATE AND INDEPENDENT AMENDMENT TO MASTER DEVELOPMENT AGREEMENT (this “**Second Agreement**”) is entered into and effective as of this ___ day of _____, 2021 (the “**Effective Date**”), by and between the **CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA** (the “**City**”), a South Carolina municipal corporation and **NGD PROPERTY II LLC**, a Delaware limited liability company (“**NGD II**” or “**Owner**”), as of the date last signed and acknowledged by either party named above. Capitalized terms used in this Second Agreement, and not otherwise defined herein, shall have the meanings ascribed to them in the below-described Master Development Agreement, as amended herein.

RECITALS:

WHEREAS, the City and various other landowner parties entered into that certain Master Development Agreement dated January 9, 2009 and recorded January 20, 2009 in Deed Book 3382 at Page 3357, and re-recorded in Deed Book 3383 at Page 1662 in the public records of Horry County, South Carolina (the “**Master Development Agreement**”), as amended by that certain First Amendment to Development Agreement dated as of March 23, 2020 and recorded March 24, 2020 in Deed Book 4298 at Page 2823 in the public records of Horry County, South Carolina (“**First Master Amendment**”); and

WHEREAS, the First Master Amendment provided, among other things, for the negotiation by and between the City and any one of the then current owners, individually, of any amendments to the Master Development Agreement that affect only the rights and obligations of such individual landowner or property; and

WHEREAS, pursuant to the First Master Amendment, the City and NGD II entered into that certain Separate and Independent Amendment to Master Development Agreement dated March 23, 2020 (the “**Separate and Independent Amendment**”), and recorded on March 24, 2020, in the Office of the Register of Deeds for Horry County in Deed Book 4298, at Page 2978 in Horry County, South Carolina; and

WHEREAS, NGD II and the City desire to set forth the terms of their agreement regarding certain additional amendments to the Master Development Agreement, which amendments would be separate and independent of any other amendments, and applicable only to the property owned by NGD II (“**NGD Tracts**”), or its successors and assigns.

NOW, THEREFORE, for and in consideration of the covenants and conditions herein, and other good and valuable consideration, the parties agree as follows:

1. **Continuing Encumbrance.** Despite any change in: (a) ownership of the NGD Tracts; (b) the configuration and boundaries of the NGD Tracts; or (c) the Exhibits to the Master Development Agreement (including, but not limited to, the PDD), the real property which is subjected to the

Master Development Agreement shall not change except as expressly amended or supplemented hereby, and the Master Development Agreement shall remain in full force and effect except as modified or amended with respect to the NGD Tracts as contained herein.

2. **Amendment to Section 2.12.** The second paragraph of Section 2.12 of the Master Development Agreement is amended as to the NGD Tracts only, by deleting the current second paragraph of Section 2.12 in its entirety and replacing it with the following:

“2.12 Streets and Building Pattern Book.

With respect to the NGD Tracts only and notwithstanding anything to the contrary in the Master Development Agreement, the City hereby agrees that upon NGD II’s proper submission and City approval of the necessary application and required supporting documentation including, but not limited to, the Project Pattern Book(s) required above, the approved density for the NGD Tracts shall be a total of 998 single-family residential units as generally depicted on **Exhibit “A”** attached hereto (which is provided merely to generally reflect the agreed upon density calculations only and not with respect to building specifics, location or design, etc.). The parties also agree that such approved density for the NGD Tracts may not increase without the City’s approval of a major amendment to the PDD zoning. In the event NGD II applies for a reduction in the approved density for the NGD Tracts, such submittal shall be considered by the City as a minor amendment to the PDD zoning which requires only City staff approval. Additionally and consistent with the prior sentence, revisions to the site plan as generally depicted on **Exhibit “A”** and as contained in the PDD in more detail, made during the preparation of construction design documents to account for topography, soil quality, trees, grading, minor adjustments to roadway alignment, and changes to the location of lot lines, provided that such revisions do not increase the maximum allowable density of the Project, all of which shall be deemed administrative revisions or amendments to the PDD, which do not require a corresponding revision or amendment to this Agreement.”

3. **Amendment to Section 4.6.** The Beach Access Parking Fee in Section 4.6 is hereby revised as follows:

“4.6 Beach Access Parking Fee. The City and NGD II acknowledge that the conversion of significant portions of the PDD from commercial space to residential units will increase the demand for beach access and services to be provided by the City, including, but not limited to, beach access parking. In lieu of NGD II being required to make provisions for beach access parking for the residents of the residential properties within the PDD, NGD II agrees to pay to the City, for such residential properties which were previously approved as commercial properties under the PDD, a fee-in-lieu of providing beach access parking. Such fee-in-lieu shall be used by the City to expand its existing and future beach access parking (the **“Beach Access Parking Fee”**). NGD II agrees to pay to the City at building permit issuance, a Beach Access Parking Fee of One Thousand One Hundred and 00/100 Dollars (\$1,100.00) for each single-family residential unit and

the City shall issue the then current and customary parking decal(s) and/or permit(s) to each residential unit accordingly (e.g., 2 vehicles and 1 golf cart per residential unit). Such proposed density shall not exceed 998, but could be slightly less depending on the final plan of development for the NGD Tracts.

NGD agrees that within thirty (30) days after the issuance of the 150th Certificate of Occupancy for single-family residential units located on the NGD Tracts, NGD II must begin construction of its proposed Amenity Center to serve its proposed development of the NGD Tracts based generally upon a conceptual design provided to the City (the last day of such thirty (30) day time period being referred to herein as the “**Amenity Construction Commencement Deadline Date**”), which said deadline may be extended due to a Force Majeure Event (as defined herein) as hereinafter provided or by agreement of the parties. Evidence of NGD II’s start of construction for the Amenity Center shall be satisfied by NGD II’s receipt of a building permit from the City for its proposed Amenity Center for the single-family residential units within the NGD Tracts. NGD II must complete the construction of the Amenity Center within eighteen (18) months after the issuance of the applicable building permit (the last day of such eighteen (18) month time period being referred to herein as the “**Amenity Construction Completion Deadline Date**”), which said deadline may be extended due to a Force Majeure Event as hereinafter provided or by agreement of the parties. NGD II shall be entitled to a reasonable extension of the Amenity Construction Commencement Deadline and the Construction Completion Deadline as a result of a delay caused by fire, flood, earthquake, hurricane, tornado, flood or other act of God, war, theft, malicious mischief, governmental regulation, failure of a governmental agency to furnish information or to approve or to disapprove the work (e.g. building moratorium etc.), caused by the City, or caused by any other cause beyond the reasonable control of NGD II.”

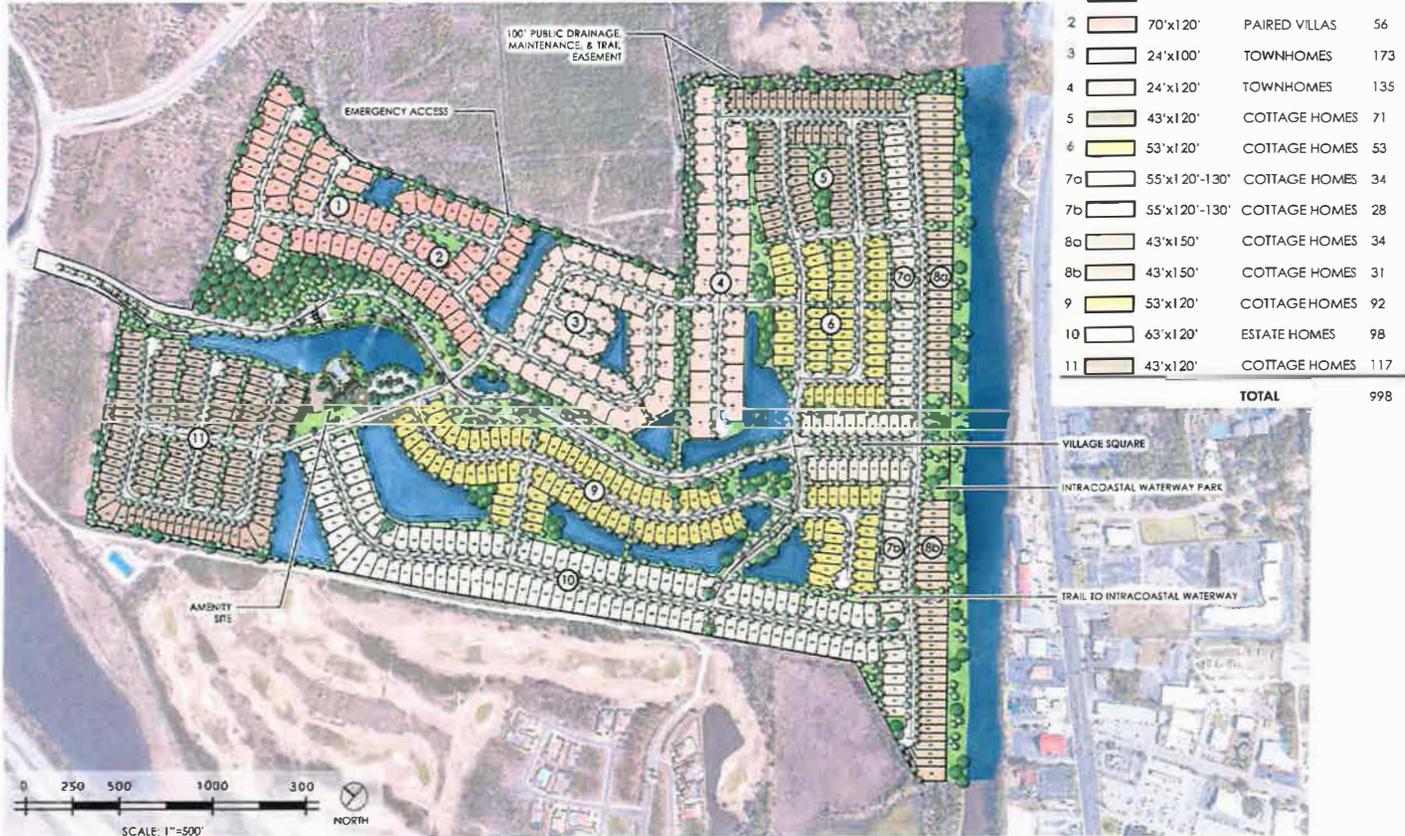
4. **Independent Amendment.** This Second Agreement is intended to be applicable only to the NGD Tracts and shall not be deemed applicable to any other portion of the land which is subject to the Master Development Agreement, or to any other landowner within the PUD, who is not a successor or assign of NGD II as owner of all or a portion of the NGD Tracts.

5. **No Further Amendment.** Except as specifically amended by this Second Agreement, all of the terms and conditions of the Master Development Agreement shall remain in full force and effect, unless and until amended in a writing signed by all of the parties hereto.

6. **No Default.** The parties acknowledge and represent that neither party to this Second Agreement is in default of the Master Development Agreement.

IN WITNESS WHEREOF, the parties have executed this Second Agreement as of the Effective Date by their respective signatures below.

[Individual signature pages follow for each of the Parties]



LAND USE SUMMARY

PARCEL	LOT SIZE	PRODUCT	UNITS
1	70'x130'	PAIRED VILLAS	76
2	70'x120'	PAIRED VILLAS	56
3	24'x100'	TOWNHOMES	173
4	24'x120'	TOWNHOMES	135
5	43'x120'	COTTAGE HOMES	71
6	53'x120'	COTTAGE HOMES	53
7a	55'x120'-130'	COTTAGE HOMES	34
7b	55'x120'-130'	COTTAGE HOMES	28
8a	43'x150'	COTTAGE HOMES	34
8b	43'x150'	COTTAGE HOMES	31
9	53'x120'	COTTAGE HOMES	92
10	63'x120'	ESTATE HOMES	98
11	43'x120'	COTTAGE HOMES	117
TOTAL			998

EXHIBIT "A"