



## PLANNING COMMISSION MEETING AGENDA

Tuesday, May 18, 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: May 4
5. OLD BUSINESS
  - A. **EXTERNAL ACCESS WAIVER AW-21-01:** An applicant has initiated an application for a waiver to § 20-40(c.1)(2) seeking relief from the required two external access points at Grande Harbour Phase 2, Parcel B with 60 proposed dwelling units.
  - B. **PLANNED DEVELOPMENT DISTRICT AMENDMENT Z-20-20:** City staff has received an application for a major amendment to the Barefoot Resort Planned Development District (PDD) reducing the commercial component of the Town Center element of the PDD and expanding the Sea Glass Cottages portion of the PDD through changes to the master plan and governing documents.
6. NEW BUSINESS – “Consent Items”
7. NEW BUSINESS
  - A. **ANNEXATION & ZONING DESIGNATION Z-21-8:** City staff has received a petition to annex lands on Riverside Drive totaling approximately 0.46 acres and identified by PIN 311-16-04-0013. The lot is currently unincorporated and zoned MSF 10 Residential (MSF 10) 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.
  - B. **PLANNED DEVELOPMENT DISTRICT AMENDMENT Z-21-6:** City staff has received an application for a major amendment to the Esperanza Planned Development District (PDD) revising the PDD to the Hope Pointe PDD through changes to the master plan and governing documents.
  - C. **DEVELOPMENT AGREEMENT ASSOCIATED WITH THE MAJOR PLANNED DEVELOPMENT DISTRICT (PDD) AMENDMENT CASE Z-21-6 AND REVISIONS TO THE ESPERANZA PDD:** The North Myrtle Beach Planning Commission will host the first of two public hearings regarding the proposed

*ANYONE WHO REQUIRES AN AUXILIARY AID OR SERVICE FOR EFFECTIVE COMMUNICATION OR PARTICIPATION SHOULD CONTACT 843-280-5555 AS SOON AS POSSIBLE, BUT NO LATER THAN 48 HOURS BEFORE THE SCHEDULED EVENT.*

Development Agreement associated with the major amendment to the Esperanza PDD. The proposal is known as Hope Pointe PDD and is off Little River Neck Road.

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](mailto: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](http://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, May 4, 2021  
5:00 PM**

MINUTES

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

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 5:00 PM.
2. **ROLL CALL:** The Clerk called the roll.
3. **COMMUNICATIONS:** None
4. **APPROVAL OF MEETING MINUTES:** The motion to approve the minutes for the April 20, 2021 meeting, as presented, was made by Commissioner Cutuli and seconded by Commissioner Ellis. Chairman Eisner called for the vote. The motion passed 5-0.
5. **OLD BUSINESS:** None
6. **NEW BUSINESS—"CONSENT ITEMS":** None
7. **NEW BUSINESS:** None
  - A. **PLANNED DEVELOPMENT DISTRICT AMENDMENT Z-20-20:** City staff has received an application for a major amendment to the Barefoot Resort Planned Development District (PDD) reducing the commercial component of the Town Center element of the PDD and expanding the Sea Glass Cottages portion of the PDD through changes to the master plan and governing documents. (Request by applicant to postpone consideration to the May 18 2021 meeting.)

Having no comment from the Commission or public, Chairman Eisner called for a motion. Commissioner Cutuli motioned to postpone the Planned Development District Amendment Z-20-20 to the May 18, 2021 meeting and was seconded by Commissioner Ellis. The motion passed 5-0.

- B. **PLANNED DEVELOPMENT DISTRICT AMENDMENT Z-21-9:** City staff has received an application for a minor amendment to the Bahama Island Planned Development District (PDD) revising the approved plan by removing three camp sites and adding an indoor pool area with meeting area and restrooms. Ms. Pritchard stated this was discussed at the morning workshop. Chairman Eisner requested a colored copy of the rendering and the amendment was a good change.

Having no further comment from the Commission or public, Chairman Eisner called for a motion. Commissioner Cutuli motioned to approve the Planned Development District Amendment Z-21-9, as submitted, and was seconded by Commissioner Ellis. The motion to approve passed 5-0.

8. **ADJOURNMENT:**

Chairman Eisner reminded the Commission of a joint workshop with the City Council on Wednesday, May 5, 2021 at the J. Bryan Floyd Community Center. Having no further business, Chairman Eisner called for a motion to adjourn. Commissioner Cutuli motioned to adjourn the meeting and was seconded by Commissioner Ellis. The meeting adjourned at 5:03 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.

**5A. EXTERNAL ACCESS WAIVER AW-21-01:** An applicant has initiated an application for a waiver to § 20-40(c.1)(2) seeking relief from the required two external access points at Grande Harbour Phase 2, Parcel B with 60 proposed dwelling units.

**Background**

Planning Commission tabled the waiver at their April 4 meeting to allow the applicant time to explore alternate layouts that would not require the waiver. The applicant has requested that Planning Commission postpone this item to their June 8 meeting.

**Executive Summary:**

Staff recommends that Planning Commission postpone this item to the June 8, 2021, meeting.

*Alternative Motions*

- 1) I move that the Planning Commission postpone the External Access Waiver Request [AW-21-01] to the June 8, 2021, meeting.  
  
OR
- 2) I move (an alternate motion).

**5B. PLANNED DEVELOPMENT DISTRICT AMENDMENT Z-20-20:** City staff has received an application for a major amendment to the Barefoot Resort Planned Development District (PDD) reducing the commercial component of the Town Center element of the PDD and expanding the Sea Glass Cottages portion of the PDD through changes to the master plan and governing documents.

**Background:**

The subject property is identified by PIN Number 358-16-04-0048. The existing residential neighborhood, the Retreat at Barefoot Village, to the west; the North Tower at Barefoot Resort, an existing condominium high-rise, is to the southeast. The Barefoot Market & Café commercial area is to the northeast, and Sea Glass Cottages Phase I and the ICW is to the south.

Recorded in 2018, the property is entitled as The Shops at Barefoot Village Phase 1 consisting of a 10,800 sq. ft building and improved section of 100' public right-of-way. A master sketch plan also accompanies the approval and illustrates an additional five buildings totaling 40,000 gross sq. ft of leasable space to be constructed in future phases, including another 4.2 acres of “future development” yet to be designed. The Phase 1 building and roadway is constructed and occupied by the Barefoot Market & Café and office spaces.

**Proposed Changes:**

The proposal seeks to amend the Barefoot Resort Planned Development District (PDD) by expanding the Sea Glass Cottages residential portion of the PDD through changes to the master plan and governing documents. The new Phase 2 neighborhood will consist of 96 cottages, four small ponds, and pocket- size open spaces all located on approximately +/-9.15 acres.

The architectural vernacular continues the standards created in Phase 1 of the Sea Glass Cottages and is low country/coastal in style. Cottages range in size from 672 sq ft to 1,288 sq. ft with both at-grade and raised structures. All property would remain commonly owned with no fee simple ownership, consistent with Phase I.

Proposed minimum building standards are retained, such as 10' from eave to eave building separations; less than the 15' currently required, but more than the 8' allowed for single-family in Barefoot. Residents will have 160 surface and on-street parking spaces to choose from, amounting to an additional 21 spaces from the minimum based upon the city's off-street parking requirements per land use (1 space per one bedroom unit, 1.5 spaces per two-bedroom unit, and 2 spaces per three-bedroom unit).

A \$1,100 beach parking fee per dwelling unit accompanies the proposal to help offset beach parking demands. Rental of units would be allowed, but for terms of not less than 30 days, consistent with Phase 1.

Landscaping, lighting, and sidewalks will be maintained privately in keeping with the design and maintenance standards established previously, together with any private roadways, parking areas, walkways, open spaces, common areas, buildings, trash, and other features of the project. One 30-yard trash compactor is proposed for the site with waste removal provided by private waste removal services.

Although not platted right-of-way, the access drives provide street trees and sidewalks throughout the development.

Stormwater drainage will be incorporated into the existing lake system and through detention and bioretention ponds resulting in 2.79 acres of open space. Water and sewer facilities would be dedicated to the City of North Myrtle Beach.

The project is anticipated to be developed in a single phase. The anticipated build-out schedule for the entire project is three years once started, although, the actual build-out schedule may be accelerated, depending on the market.

The included submittal packet details the proposed amendment in both text and illustrative exhibits.

**Staff Review:**

*Planning & Development, Planning Division*

Staff recognizes the challenges encountered by the property owner to successfully build the approved commercial shopping center; and recognizes a strong market exists for the continuation of residential product as proposed. Notably, the first row of perimeter homes orient so that they will face forward toward the public way, presenting their front facades as contemplated during review of the small homes ordinance initiative. Innovative stormwater management is achieved using bioretention ponds and vegetation, pedestrian-friendly design, and an appropriate coastal architectural style is offered.

Additional discussion concerning a signalized intersection and handling of Village Hill Drive is expected to occur with comments provided by the Public Works Department below. Staff at this time cannot support a Planning Commission recommendation of approval without the signalization issue being satisfactorily resolved. If the Planning Commission finds itself inclined to recommend approval, that and other conditions may be necessary.

*Planning & Development, Zoning Division*

The Zoning Division has no issues with the proposed amendment.

*Public Works*

The Public Works Department recommends a vehicular and pedestrian signalized intersection at the corner of Barefoot Resort Bridge Road and Village Crossing Boulevard, a subject likely to be brought up by council.

Extension of Village Hill Drive to Village Crossing Boulevard to match the existing approved public right-of-way and roadway cross-section constructed in Phase 1 is ideal. If unable to achieve extension, the public right-of-way and roadway should be converted to private property ownership and maintenance.

**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 June 21, 2021.

**Planning Commission Action:**

The planning commission may approve, approve with modifications and/or conditions, or disapprove the proposal as submitted:

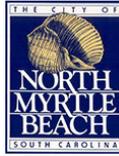
**SUGGESTED MOTIONS**

- 1) I move that the Planning Commission approve the Planned Development District Amendment to The Shops at Barefoot Village Phase 1 [Z-20-20] as submitted.
  
- 2) I move that the Planning Commission deny the Planned Development District Amendment to The Shops at Barefoot Village Phase 1 [Z-20-20] as submitted.

OR

- 3) I move (an alternate motion).

PDD Zoning Finance Account Code:	<b>3.22</b>
FEE PAID:	500 on December 15, 2020
FILE NUMBER:	Z-20-20
Complete Submittal Date:	December 15, 2020



Notice Published:	April 15, 2021
Planning Commission:	May 4, 2021
First Reading:	May 17, 2021
Second Reading:	June 21, 2021

City of North Myrtle Beach, SC

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

GENERAL INFORMATION

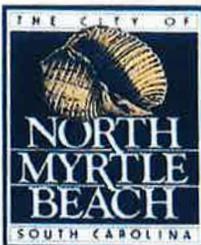
Date of Request: December 15, 2020	Property PIN(S): 35816040048, 39100000001
Property Owner(s): BAREFOOT TOWNE CENTER LLC, MARINA COTTAGES AT BAREFOOT LANDING	Type of Zoning Map Amendment: Major PDD Amendment
Address or Location: Adjacent Barefoot Resort Bridge Road and Village Crossing Blvd	Project Contact: Ida Hussey
Contact Phone Number: 8438393545	Contact Email Address: hussey.i@tandh.com
PDD Name: Barefoot Resort & Golf Planned Development District	Total Area of Property: 28.46 Acres
<p>Proposed Amendment: The <u>Sea Glass Cottages Phase II</u> (the "Project") is an expansion of a previously approved cottage neighborhood to the south and southwest of the proposed neighborhood. The new neighborhood will consist of 96 cottages, four small ponds, and pocket- size open spaces all located on approximately +/-9.15 acres, as shown on Exhibit "A-1 &amp; Exhibit F". In addition, typical Building Elevations are attached hereto as Exhibit "H".</p> <p>The Master Plan, attached hereto as Exhibit "A", shows an existing residential neighborhood to the west, The Retreat. To the southeast is an existing condominium high-rise, The North Tower Barefoot Resort. To the northeast is an existing commercial area, Barefoot Market &amp; Cafe. Finally, to the south, Sea Glass Cottages Phase I and the Intracoastal Waterway.</p> <p>As depicted on a regulation roadmap, the Project is positioned directly north of the Intracoastal Waterway and Harbor Point Drive, west of Premier Resort Blvd., east of Village Crossing Boulevard, and South of Barefoot Resort Bridge Road in North Myrtle Beach, South Carolina.</p>	

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: Ida Hussey*

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: 2021/3/31

Nature of Approval Requested: PDD Amendment

Property PIN(s): 35816040048, 39100000001

Property Address/Location: Adjacent Barefoot Resort Bridge Road and Village Crossing Blvd

I, Roger E. Grigg, Managing Member, hereby authorize \_\_\_\_\_  
Marina Cottages at Barefoot Landing, LP - Joe Morrison and Sands Winchester, LLC - Joe Morrison

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

*Roger E. Grigg, manager*

*9/24/2020*  
*[Signature]*

Signature

Signature

*Managing Member for  
Barefoot Towne Center, LLC &  
Barefoot Village Investments, LLC*

*Member - Marina Cottages at Barefoot, LP  
& Sands Winchester, LLC*

Signature

Signature

Title

Title

Signature

Signature

Title

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.

# SEA GLASS COTTAGES

## PHASE 2

*PDD AMENDMENT*

BAREFOOT RESORT & GOLF PDD

May 11th, 2021



# Barefoot Resort & Golf Planned Development District

## Sea Glass Cottages Phase II

PDD Amendment  
Development Regulations  
May 11th, 2020

### Introduction

The Sea Glass Cottages Phase II (the “Project”) is an expansion of a previously approved cottage neighborhood to the south and southwest of the cottage neighborhood. The new neighborhood will consist of 96 cottages, four small ponds, and pocket- size open spaces all located on approximately +/-9.15 acres, as shown on Exhibit “A-1 & Exhibit F”. In addition, typical Building Elevations are attached hereto as Exhibit “H”.

The Master Plan, attached hereto as Exhibit “A”, shows an existing residential neighborhood to the west, The Retreat. To the southeast is an existing condominium high-rise, The North Tower Barefoot Resort. To the northeast is an existing commercial area, Barefoot Market & Cafe. Finally, to the south, Sea Glass Cottages Phase I and the Intercoastal Waterway.

As depicted on a regulation roadmap, the Project is positioned directly north of the Intracoastal Waterway and Harbor Point Drive, west of Premier Resort Blvd., east of Village Crossing Boulevard, and South of Barefoot Resort Bridge Road in North Myrtle Beach, South Carolina.

### Project Developer

The parcel, which is a large portion of the Barefoot Resort & Golf Planned Development District (“PPD”), is owned by Cottage Holdings, LLC, a South Carolina limited liability company, sometimes referred to as “Developer”. This phase is being built without the residents and operators of the neighborhood having yet been identified.

### Master Site Plan Amendment

The most recent amendment to the Master Plan for the PDD indicated the area on which the Project is to be constructed as “Barefoot Towncenter Phase” and “Future Residential Development” (as shown on Exhibit “A”).

The amendment to the Master Plan for the PDD, which is attached hereto as Exhibit “A-1” shall replace any prior plan, and shall be deemed as the controlling plan for this portion of the Master Plan for the PDD, together with this narrative, unless and until further amended.

### Project Phasing

The Project is anticipated to be developed in a single phase. The anticipated build-out schedule for the entire Project is three (3) years once Phase II has been initiated, although, the actual build-out schedule may be accelerated, depending on the market. The Phasing Plan for the Project is attached hereto as Exhibit “B”.

## Development Description

The location of the Project is advantageous because it is both exposed to the beautiful surrounding Wetlands and Intracoastal Waterway and is situated before the various access roads for the residents of the PDD.

Architecturally, the Project borrows heavily from regional influences of South Carolina's Lowcountry, which is consistent with the PDD, while also incorporating materials that are suitable for and durable enough to withstand the demands of long-term activity. Cottages range in size from 672 sq ft to 1,288sq ft, as shown on Exhibit "H". Further, care and attention to detail have been especially given to this project to ensure that the Residential Cottage Concept pleases in every way.

The neighborhood plan accommodates both pedestrian and vehicular traffic while encouraging activity and interaction along the highly visible streetscape. Pedestrian sidewalks, surface street parking, and covered parking under the cottages all function as traffic calming devices.

The Project includes designated Common Green Spaces covering about 2.28 acres, and (4) Ponds totaling about 0.75 acres as referenced in Exhibit "A-2". The Developers intend to have the option to utilize some of the Common Green spaces as gathering areas for use by the members of the neighborhood.

There will be a total of 96 cottage units in this phase of the neighborhood with 10.5 units per acre of density (96 units on 9.15acres).. Residents will have a minimum of 139 surface & on-street parking spaces, based on the city of North Myrtle Beach off-street parking requirements per land use (1 space per one bedroom unit, 1.5 spaces per two bedroom unit and 2 spaces per three bedroom units). The Developer will submit a \$1100 Beach Parking Fee per dwelling unit as required by the City of North Myrtle Beach. Fee will be paid at the time of building permit application issuance. The Developer agrees that any rentals of units within the project shall be for a term of not less than 30 days. Developer shall record a restriction on the property to that effect, and such restriction shall be binding on all current and future property owners and may be enforced by the Homeowners' Association hereafter formed for the Project. The Developer shall also provide a copy of the recorded covenants to the Planning & Development Department prior to issuance of any building permits. This same restriction shall be included in the HOA covenants and restrictions at the time the HOA covenants and restrictions are recorded.

Landscape Services will be provided to each individual resident to allow consistency in the maintenance of the neighborhood grounds. The sidewalk width also allows for adequate width to provide both safety and atmosphere for residence.

The connectivity to existing roadways also allows for convenient ingress and egress for residents within the PDD so that they may take advantage of the conveniences of the surrounding amenities.

To create resident inclusion within the neighborhood will take more than physical proximity, it will require intentionally planning for the success of the neighborhood. This will be accomplished by generating both public and private opportunities throughout the neighborhood for the residents to interact and entertain.

One double sided "Welcome" sign, in accordance with the signage ordinances of the City of North Myrtle Beach, will be located at the northwest entrance of the Project, as represented on Exhibit "E".

The surrounding wetlands, ponds, and open spaces will be visible to the neighborhood as an environmentally conscious and interactive experience for residents. Thus, the development will transform this underutilized land into a community made up of individuals with the common goals of living in a safe, clean and supportive Neighborhood where the natural surroundings will be appreciated and preserved.

### Development Composition

Plan Name	Bedrooms	# of Units	Total bedrooms	Mix <sup>1</sup>	Unit S.F.
Amelia	1	20	20	20.83%	672
Sanibel (Flat	2	11	22	11.46%	1102
Sapelo (Flat)	2	18	36	18.75%	978
Hatteras (Flat)	2	31	62	32.29%	924
Tybee	2	6	12	6.25%	757
Pamplico	3	10	30	10.42%	1288
		<b>96</b>	<b>182</b>	<b>100.00%</b>	
				Average Sq ft	<b>929.50 <sup>2</sup></b>

1 Developer may adjust mix ratios so long as sq ft total average does not decrease below 920 sq. ft.

2 If average sq. ft. decreases below 920 sq. ft., planning staff approval will be required

### Infrastructure and Common Spaces

Stormwater drainage will be incorporated into the existing Lake System. The Stormwater Management Plan is attached hereto as Exhibit “J-1” with additional Stormwater Calculations on file with the City of North Myrtle Beach. Electrical services, cable television, internet and telephone services will be installed and maintained by the Property Owner(s) and the utility companies providing the services. Water and sewage facilities will be dedicated to the City of North Myrtle Beach.

Landscaping, lighting and sidewalks will be maintained by the Property Owner(s), in keeping with the design and maintenance standards established by the Developer, together with any private roadways, parking areas, walkways, open spaces, common areas, buildings, trash and other features of the Project. One 30-yard trash compactor (or as needed) is proposed for the site. Waste removal will be provided by private waste removal services. A section plan of the, “Typical Private Street”, is attached hereto as Exhibit “H”.

The Developer, prior to the conveyance of any portion of the Project, will provide for the maintenance and control of the Project, including any roadways, pathways, driveways, open

spaces, common areas, parking areas and common walls by restrictive covenants recorded in the public records of Horry County, South Carolina, and applicable to the Project. In addition, the Developer may establish rules and regulations governing the operation of the Project.

1. During the Cottages Phase 2 design a full analysis of the stormwater system from the site including downstream existing conditions over the ICW. If pipe size upgrades are needed, the improvements will be made a part of the project plans
2. During the Cottages Phase 2 design a full analysis of the waste water system from the site to the existing pump station. If pump upgrades are needed, the improvements will be made a part of the project plans

### Special Events and Temporary Uses

The Developer intends to offer special events in which temporary vendors, games, crafts, street performers, artists and informational displays and booths may occupy the common areas, sidewalks, and open spaces as a part of celebrations, special events, and festivals. Special Events shall not be extended for periods of more than ten (10) days and are limited to a total of six (6) occurrences per year. Additionally, no more than twenty (20) vendors per occurrence shall be permitted. A Special Event is defined as any event in which vendors are required to obtain a permit.

Such vendors shall be required to purchase business licenses, if applicable, from the City of North Myrtle Beach prior to commencing operations, and will otherwise be bound by both the ordinances of the City of North Myrtle Beach and the rules and regulations established by the Developer from time to time.

### Dimensional Standards

*The following dimensional standards will apply to the Project:*

#### RESIDENTIAL USES & DEVELOPMENT REGULATIONS

Proposed Use	Min. Site Area	Setbacks <sup>1</sup>			Max Height	Imp. Surface	Min. Lot Width at Building Line	Separation of Structures <sup>2</sup>
		Front Setback	Side Setbacks	Rear Setbacks				
Single Family Low Density	10,000	25'	10'	10'	40'	50%	60'	N/A
Single Family Med. Density	5,000	10'	4'	10'	35'	N/A	40'	N/A
Duplex	6,000	10'	4'	10'	35'	60%	50'	N/A
Townhouses	10,000	10'	4'	10'	35'	60%	20'	20' <sup>5</sup>

Multifamily 6,7,8	15,000	20'	20'	20'	70'	75%		20' *
Quadruple x 9	10,000	20'	20'	20'	40'	75%	80'	20'
Cabins/Cot tages	N/A	10'	5'	10'	35'	60%	25'	10' <sup>2</sup>
Inns	12,000	20'	10' <sup>10</sup>	10'	35'	75%	50'	20'
Parks, Amenities	1,000	10'	5'	10'	30'	70%	50'	20'
Accessory Uses and Structures	N/A	N/A	5'	10'	20'	N/A	N/A	20'

- 1 ~~Zero setback along AWW~~; Setbacks shown for single family and multifamily are minimums only
  - 2 Separation figures provided are minimums from wall to wall with eave overhangs not to exceed 12"
  - 3 Can include privacy walls in side yards and zero lot line development
  - 4 Zero between units - 10 from side property line
  - 5 Separation of 20' is between groupings of buildings
  - 6 Minimum Area per DU - 1350 sf
  - 7 Minimum Separation Between Structures - 20'
  - 8 Multifamily tracts as depicted on the Master Site Plan may include timeshare units
  - 9 Minimum Area per DU - 1500 sf
  - 10 Where approved on the Master Site Plan zero side yard setbacks shall be allowed.
- \* For buildings in excess of 60' in height, a separation of 31' will apply

The setbacks and building separations referenced above only apply to the subdivisions of independent parcels; otherwise, the applicable setback shall be 25' from the boundary of the project. Sidewalk network is permitted within the boundary setback.

### Building Materials & Landscaping Materials

The Developer has chosen both the building materials and landscape materials intended to reinforce the South Carolina Lowcountry image of the Project, while being highly compatible with both pedestrian and vehicular traffic, as well as being sustainable in light of periodically intense use.

The Building Materials List is attached hereto as Exhibit "C", together with a palette of acceptable colors for walls, trim and roofing, as attached hereto as Exhibit "C-1". The Landscape Materials List is attached hereto as Exhibit "D", together with a Representative Landscape Plan attached hereto as Exhibit "D-1".

### Signage & Lighting

Signage will consist of the identification of the Project and is intended to be harmonious with the surrounding PDD. The location, content, and size will be consistent with the sign regulations of the City of North Myrtle Beach. Lighting will be in keeping with the existing lighting from the PDD, together with landscape lighting and signage lighting, as depicted on Exhibit "I" attached hereto.

The Project will include one (1) freestanding double-sided monument sign at the Project's northwest entry. Signage on the front facing side will be faced north and be seen from Village Crossing Boulevard and the Barefoot Resort Bridge Rd. intersection. Signage on the back facing side will be faced south and be seen from the interior of Village Crossing Boulevard.

Such monument signs shall be used only by the Developers for the Project and not for any other off-premises uses. Representative depiction of the inspiration for the monument signage is attached hereto as Exhibit "E".

### Trees & Tree Canopy

Prior to permitting, the Developer shall provide a tree survey showing trees of greater than eight (8) inches caliper. Any removal of trees greater than twenty four (24) inches caliper will require approval of the board of zoning appeals. Any removed trees will be mitigated as required by the City of North Myrtle Beach.

### Amendment & Enforcement

Upon final approval by the City of North Myrtle Beach, the Developer will implement this amendment to the PDD to be recorded in the public records of Horry County, South Carolina. Expansions of and further amendments to the Project shall be permitted only upon approval by the Zoning Administrator of the City of North Myrtle Beach and submission of an appropriate minor or major planned development district, in accordance with the ordinance of the City of North Myrtle Beach.

## Exhibits:

<b>Exhibit "A"</b>	<i>Currently Approved PDD &amp; Proposed PDD amendment</i>
<b>Exhibit "A-1"</b>	<i>Master Plan</i>
<b>Exhibit "A-2"</b>	<i>Designated Open Spaces</i>
<b>Exhibit "A-3"</b>	<i>Unit Color Key</i>
<b>Exhibit "A-4"</b>	<i>Parking Availability</i>
<b>Exhibit "B"</b>	<i>Development Phasing Plan</i>
<b>Exhibit "C"</b>	<i>Building Materials List</i>
<b>Exhibit "C-1"</b>	<i>Building Color Palette</i>
<b>Exhibit "D"</b>	<i>Landscape Materials List</i>
<b>Exhibit "D-1"</b>	<i>Representative Landscape Plan</i>
<b>Exhibit "E"</b>	<i>Representative Signage Depictions</i>
<b>Exhibit "F"</b>	<i>Boundary Survey</i>
<b>Exhibit "G"</b>	<i>Building Elevations</i>
<b>Exhibit "H"</b>	<i>Typical Street Section &amp; Plan View</i>
<b>Exhibit "I"</b>	<i>Typical Lighting Fixtures</i>
<b>Exhibit "J"</b>	<i>Water and Sewer</i>
<b>Exhibit "J-1"</b>	<i>Stormwater Management Plan</i>
<b>Exhibit "J-2"</b>	<i>Fire Hydrant Location Diagram</i>
<b>Exhibit "J-3"</b>	<i>Fire Hose Pull Distance</i>



*Sea Glass Cottages—Phase 2: Exhibits*

# **EXHIBIT A**

**CURRENTLY APPROVED PDD &  
PROPOSED PDD AMENDMENT**



**EXHIBIT A: CURRENTLY APPROVED PDD—REVISED JULY 16TH, 2019**



EXHIBIT A: PROPOSED PDD AMENDMENT—REVISED MAY 4TH, 2021



# **EXHIBIT A-1**

## **MASTER PLAN**



# EXHIBIT A-1: MASTER PLAN



UNIT COUNT:	96 UNITS
UNIT SIZE:	672 S.F. TO 1288 S.F.
TOTAL PARKING SPACES:	160 SPACES
ACCESSIBLE PARKING:	10 SPACES
PROPERTY AREA:	-9.15 ac. (100%)
STORMWATER:	- .76 ac. (8.3%)
IMPERVIOUS SURFACE:	-4.72 ac. (51.6%)

- OPEN SPACES  
- GREEN SPACES
- VISTAS



# **EXHIBIT A-2**

**DESIGNATED OPEN SPACES**



# EXHIBIT A-2: DESIGNATED OPEN SPACES



# **EXHIBIT A-3**

## **UNIT COLOR KEY**



# EXHIBIT A-3: UNIT COLOR KEY



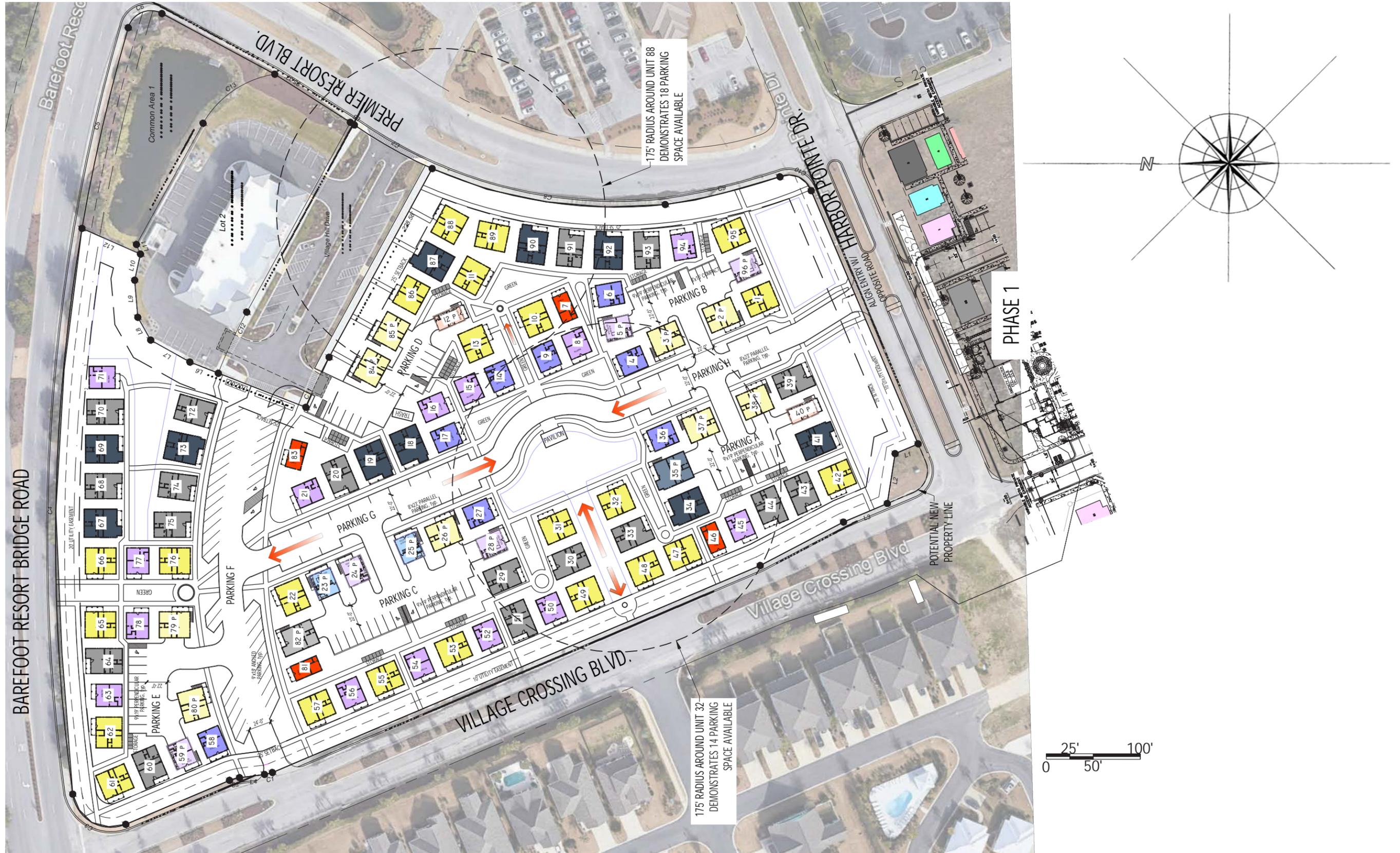
	AT GRADE	ELEVATED
1 BED	AMELIA - 14 UNITS	AMELIA - 5 UNITS
2 BED	TYBEE - 4 UNITS	TYBEE - 2 UNITS
3 BED	PAMPLICO - 8 UNITS	PAMPLICO - 2 UNITS
2 BED FLAT	SAPELIO - 17 UNITS	SAPELIO - 1 UNIT
2 BED FLAT	SANIBEL - 10 UNITS	SANIBEL - 1 UNIT
2 BED FLAT	HATTERAS - 23 UNITS	HATTERAS - 9 UNITS

# **EXHIBIT A-4**

**PARKING AVAILABILITY WITHIN  
A CERTAIN RADIUS**



# EXHIBIT A-4: PARKING AVAILABILITY WITHIN A CERTAIN RADIUS



**EXHIBIT *B***  
**DEVELOPMENT PHASING PLAN**





# **EXHIBIT C**

## **BUILDING MATERIALS LIST**



## **EXHIBIT C: BUILDING MATERIALS LIST**

1. Siding
  - Fiber cement lap siding
  - Fiber cement board & batten siding
  - Fiber cement shake siding
2. Exterior Trim & Other
  - Fiber cement trim
  - Pressure-treated columns
  - PVC shutters
  - Pressure-treated pickets
3. Roofing
  - Asphalt roof shingles
  - Metal roofing
4. Patio/Porch/Deck
  - Concrete slab
  - Salt concrete finish
  - Tile
  - Treated & composite decking
  - Treated & composite rails
  - Pavers
5. Windows and Exterior Doors
  - Vinyl-clad windows & doors



# **EXHIBIT C-1**

## **BUILDING COLOR PALETTE**



# EXHIBIT C-7: BUILDING COLOR PALETTE



Aiken Ivory  
DCR 002



Blake House  
Yellow  
DCR 008



Yellow  
Jessamine  
DCR 009



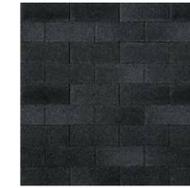
State Street  
Pink  
DCR 032



Sarah Hopton  
Pearl  
DCR 047 NRH



Chinese  
Wisteria  
DCR 048



Onyx  
Black Roof  
Shingles



Blue Heron  
DCR 054



Confederate  
Flannel  
DCR 055



Hurricane Blue  
DCR 056



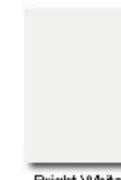
Antique  
Pewter  
DCR 057



Garden  
Fountain  
DCR 058



Secession  
Blue  
DCR 064



Bright White



Ash Gray



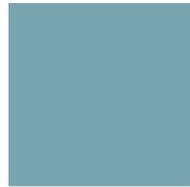
Charcoal



Bronze



Brown



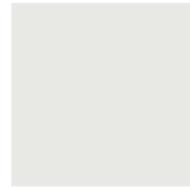
Elizabeth  
Street Blue  
DCR 072



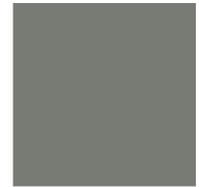
Sea Glass  
DCR 077



Weathered  
Stucco  
DCR 083



Charleston  
White  
DCR 100



Longitude  
Lane  
DCR 091



Aunt Betty's  
China  
DCR 101



Tan



Avocado  
Green



Light Stone



Beige



Slate Blue



Red



Evergreen



Gold



Patina Green



Black



Quill  
DCR 102



Weatherboard  
DCR 103



Natural Stone  
Taupe  
DCR 104



Oyster Shell  
DCR 116



Dove  
DCR 117



Bermuda  
Stone  
DCR 119



Clay



Bone White



Burgundy



Pewter Gray



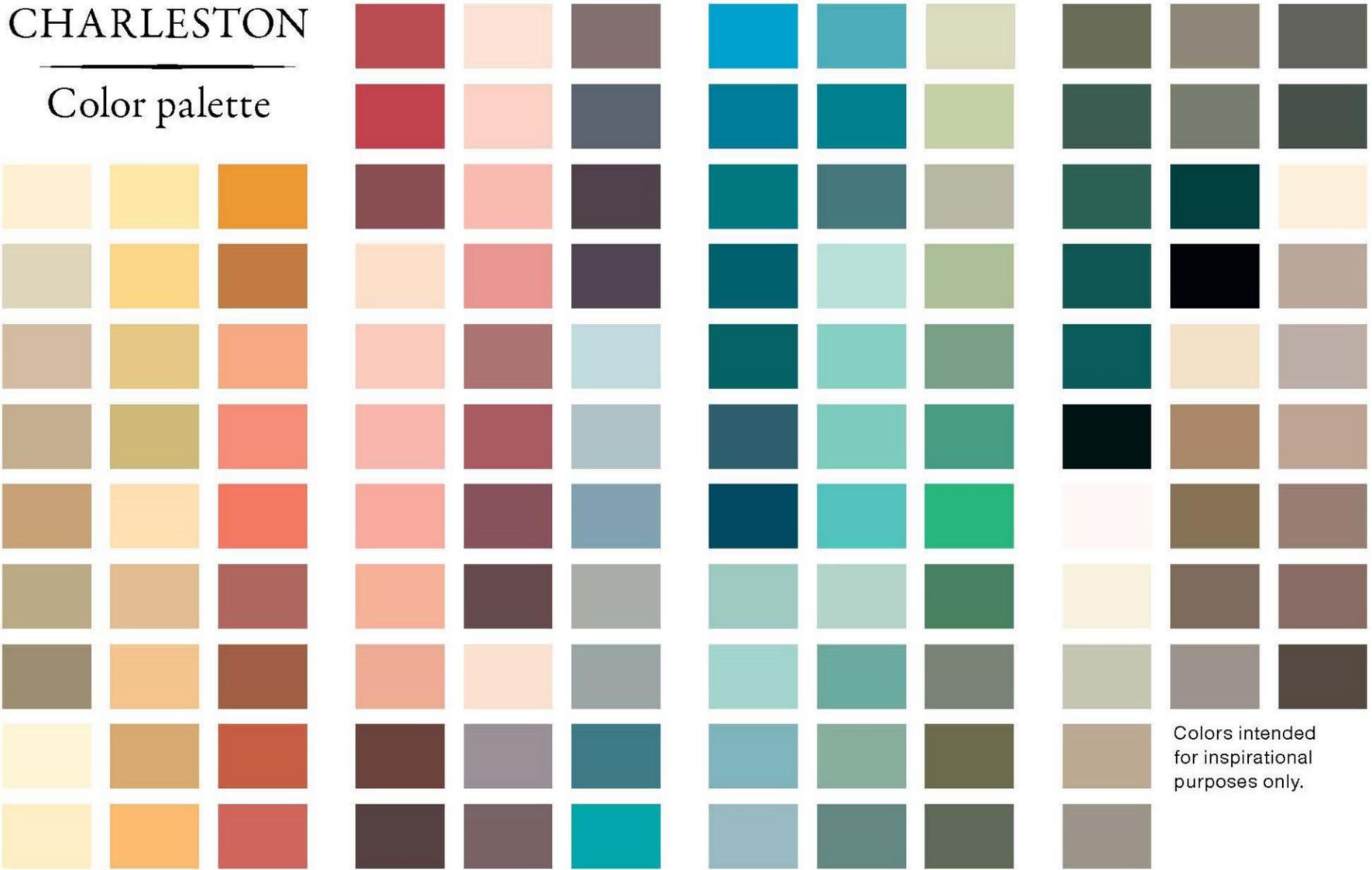
Scarlet Red

Metal Roof Colors



EXHIBIT C-7: BUILDING COLOR PALETTE

CHARLESTON  
Color palette



Colors intended for inspirational purposes only.



# **EXHIBIT *D***

## **LANDSCAPE MATERIALS LIST & STREET TREE STANDARDS**



## EXHIBIT D: LANDSCAPE MATERIALS LIST

### 1. Trees

#### A. Large Trees

- Southern Live Oak
- Laurel Oak
- Southern Magnolia
- White Poplar
- American Holly

#### B. Small Trees

- Crepe Myrtle
- American Holly
- Wax Myrtle
- Palmetto
- Nellie Stevens Holly
- European Fan Palm
- Redbud, Eastern
- Dogwood, Flowering
- Cherry, Kwanzan

### 2. Shrubs

#### A. Large Shrubs

- Pittosporum
- Ligustrum
- Variegated Ligustrum
- Loropetalum
- Dwarf Palmetto
- Oleander

#### B. Small Shrubs

- Dwarf Youpon Holly
- European Fan Palm
- Glossy Abelia
- Indian Hawthorn
- Dwarf Pittosporum
- Nandina

### 3. Grasses

- Sweet Grass
- Muhly Grass
- Cord Grass

### 4. Ground Cover

- Liriope
- Daylily
- Dwarf Gardenia
- Shore Juniper

### 5. Sod

- Centipede
- Bermuda
- St. Augustine

### 6. Annuals

- Petunia
- Vinca
- Impatiens
- Pansy
- Ornamental Cabbage
- Additional Various Annuals TBD

## EXHIBIT D: STREET TREE STANDARDS

### 2.2 Street Tree Standards

All trees located in tree lawns should be native species and cultivars with good hardiness to withstand harsh street and urban conditions.

Seasonal leaf and fruit drop can be a maintenance issue and safety concern for pedestrians. Planting locations for trees should be carefully considered to minimize any required maintenance or pedestrian conflicts with debris.

Minimum Species Required:

- **5 to 20 Trees Required:** Minimum of two types of trees shall be planted.
- **20 to 100 Trees Required:** Minimum of five types of trees shall be planted.
- **20+ Trees Required:** Minimum of seven types of trees shall be planted.

Minimum Installation Size (*in accordance with the current edition of the American Standards for Nursery Stock*)

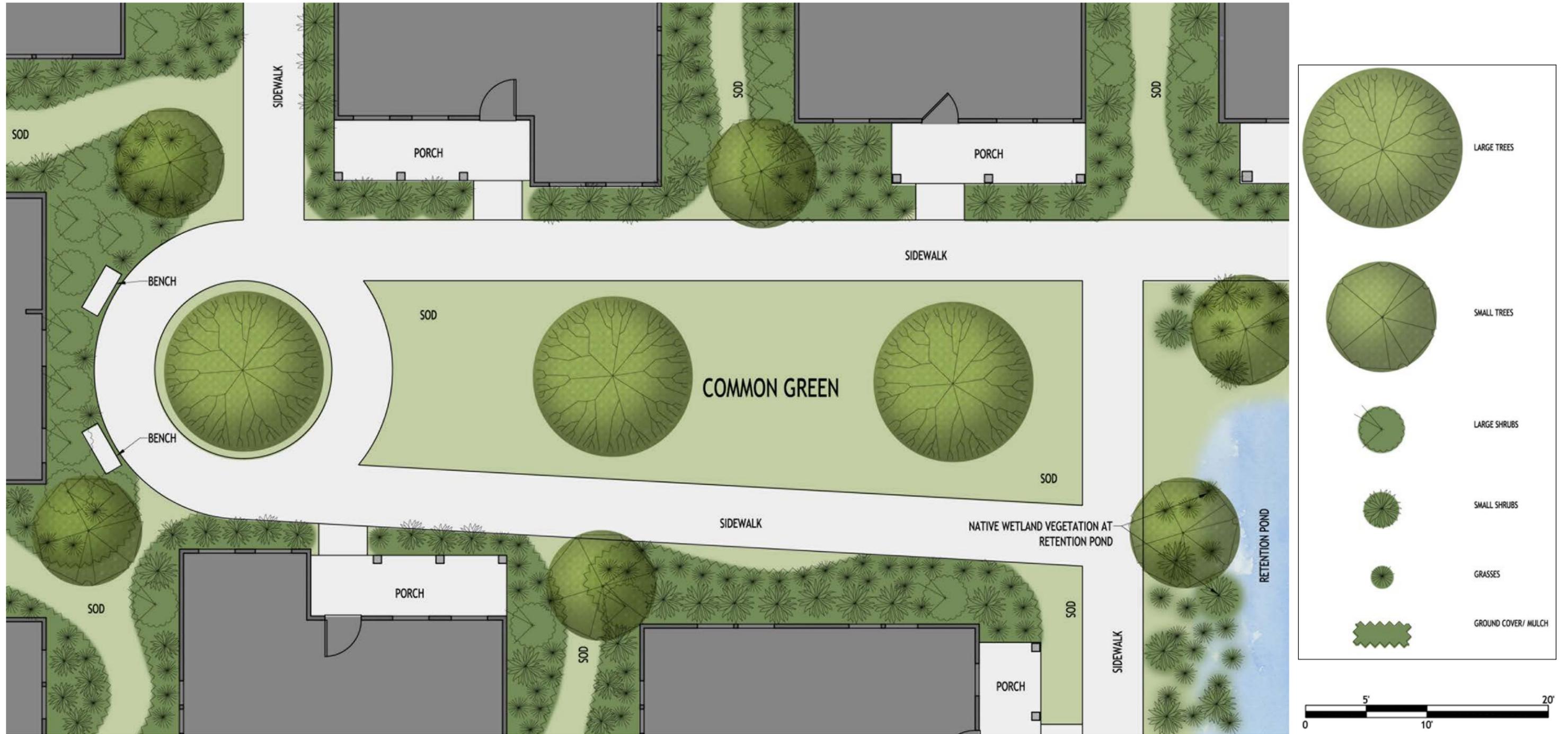
- **Canopy Trees:** Two-inch caliper
- **Palms:** 12-14' height. Use of palms is reserved for areas adjacent to the ocean or in limited "accent" plantings.
- **Understory Trees:** May be used when a larger canopy tree may conflict with utilities.
  - **Single Stem Deciduous Understory Trees:** One-inch caliper with a minimum height of ten feet
  - **Multi-stemmed Deciduous Understory Trees:** Ten feet height
  - **Evergreen Understory Trees:** Ten feet height



**EXHIBIT *D-1***  
**REPRESENTATIVE LANDSCAPE  
PLAN**



# EXHIBIT D: REPRESENTATIVE LANDSCAPING PLAN

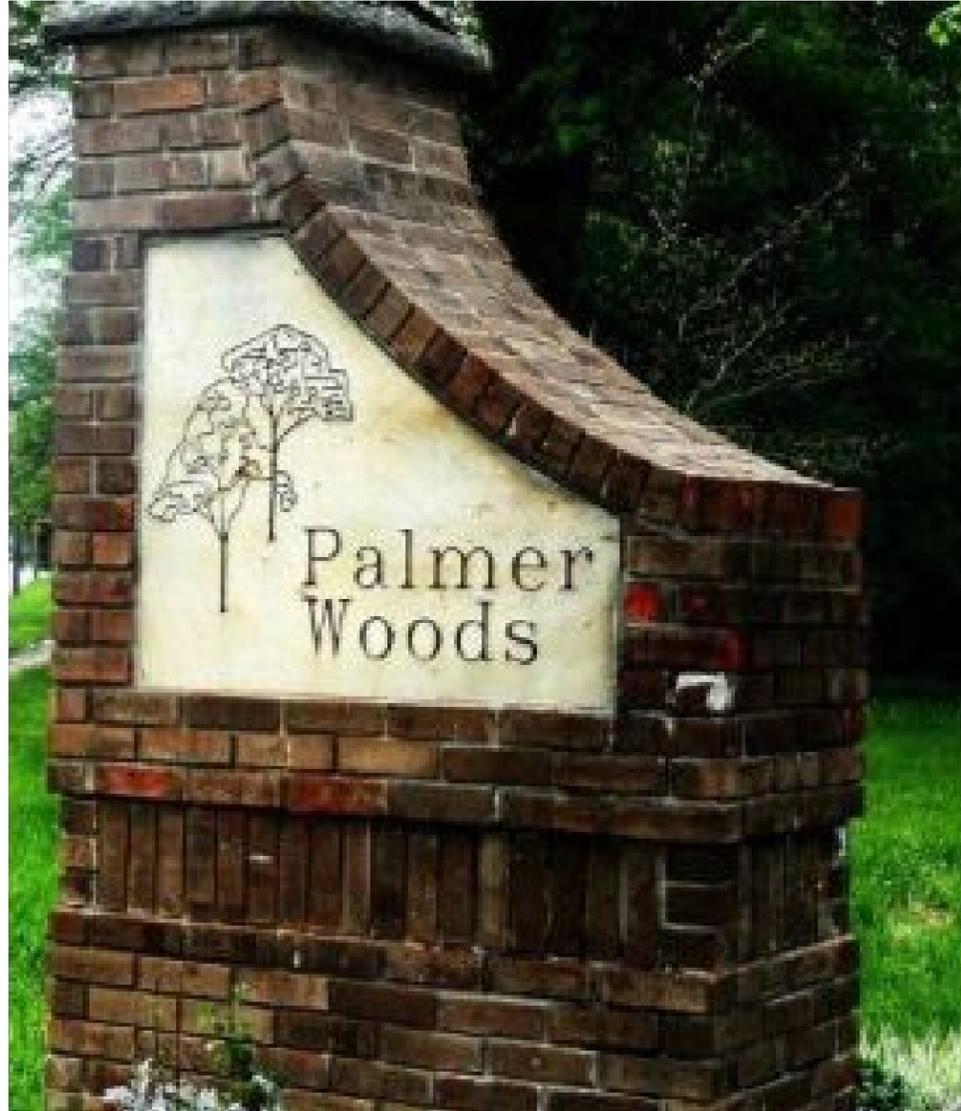


**EXHIBIT *E***  
**REPRESENTATIVE SIGNAGE  
DEPICTIONS**



## EXHIBIT E: REPRESENTATIVE SIGNAGE DEPICTIONS

Images are representative of welcome signs for the cottage village—actual constructed signage may differ.



**EXHIBIT *F***  
**BOUNDARY SURVEY**



# EXHIBIT F: BOUNDARY SURVEY

**Legend**  
 irf - iron rebar found  
 ipf - iron pipe found  
 iris - iron rebar set  
 pnkf - pk nail found  
 cmf - concrete monument found  
 Δ - map / computed point



Line	Bearing	Distance
L1	S 22°54'01" E	26.83'
L2	N 81°01'40" W	63.86'
L3	S 22°55'54" E	50.60'
L4	N 07°17'19" W	26.91'
L5	N 32°26'04" E	5.17'
L6	N 21°23'56" E	32.51'
L7	S 29°13'54" W	47.88'
L8	S 62°23'45" W	27.77'
L9	S 65°11'42" W	39.58'
L10	S 77°32'10" E	28.47'
L11	N 67°28'47" E	11.04'
L12	S 23°38'50" W	87.99'

Curve	Length	Radius	Delta	Bearing	Distance	Tangent
C1	8.60'	30.00'	16°25'56"	N 14°11'32" W	8.57'	4.33'
C2	11.04'	40.50'	15°37'04"	N 15°03'41" W	11.01'	5.55'
C3	75.03'	40.98'	104°57'29"	N 29°37'52" E	84.97'	83.34'
C4	633.50'	1850.00'	17°43'56"	S 69°03'49" E	601.09'	304.18'
C5	218.83'	1850.00'	8°25'58"	S 76°58'52" E	218.82'	109.68'
C6	44.49'	25.00'	101°57'53"	N 22°47'26" W	38.85'	30.85'
C7	94.99'	488.76'	11°08'08"	N 29°12'59" E	94.84'	47.65'
C8	254.02'	488.76'	29°46'41"	N 08°45'35" E	251.17'	129.85'
C9	125.83'	730.27'	9°45'59"	N 13°33'40" W	125.68'	63.07'
C10	40.71'	25.00'	89°18'09"	N 23°52'53" E	38.36'	26.44'
C11	58.68'	450.00'	7°28'17"	S 65°02'25" E	58.64'	29.38'
C12	71.72'	550.00'	7°28'17"	S 65°02'25" E	71.67'	35.91'
C13	95.52'	107.75'	50°47'32"	N 34°15'46" W	82.42'	51.16'



Current Owner  
 Barefoot Towne Centre, LLC  
 3501 N Kings Hwy  
 Myrtle Beach, SC 29577  
 843-626-7676

**Certificate of Approval of Public Water Supply and Sewage Disposal System**  
 I hereby certify that a public water supply and a sewage disposal system, meeting the full requirements of the city's subdivision regulations, has been installed or that a guarantee of the installation of the required improvements in an amount or manner acceptable to the City of North Myrtle Beach has been received.  
 Date: 02/28/2018  
 Kevin D. Blayton  
 City Engineer

**Certificate of Approval of Streets and Storm Drainage System**  
 I hereby certify that streets and a storm drainage system, meeting the full requirements of the city's subdivision regulations, have been installed or that a guarantee of the installation of the required improvements in an amount or manner acceptable to the City of North Myrtle Beach has been received.  
 Date: 02/28/2018  
 Kevin D. Blayton  
 City Engineer

**FINAL PLAT OF RECORD**  
**APPROVED FOR RECORDING**  
 L. Suzanne Patchard  
 ADMINISTRATIVE OFFICIAL  
 CITY OF NORTH MYRTLE BEACH

**Certificate of Ownership and Dedication**  
 I (We) hereby certify that I am (We are) the owner(s) of the property shown and described hereon and that I (We) hereby adopt this plan of subdivision with my (our) free consent, establish minimum building lines and dedicate all streets, alleys, walks, parks and other sites to public or private uses as noted.  
 Name: Roger E. Grigg  
 Signature: [Signature]  
 Date: 2-26-18

Instrument#: 201800025287, PLAT BK:  
 279 PG; 304 DDC TYPE: 061 03/05/2018 at  
 11:46:33 AM, 1 OF 1 MARION D.  
 FOXWORTH III, Horry County, SC  
 REGISTRAR OF DEEDS

- Reference**
- Map of Lot 2B & 2A-1 - Barefoot Resort, Final Subdivision & Recombination Plat prepared for Barefoot Village Investments, LLC by DDC Engineers, Inc. dated 10/11/12 and recorded in Plat Book 256, Page 187, Horry County Register of Deeds.

- Notes**
- This property is subject to all easements and restrictions of record.
  - This document represents a subdivision of an existing parcel of record.
  - This property is located in flood zone "X" as shown on Flood Insurance Rate Map number 45051C0 567H dated 8/23/99. Flood zone lines shown hereon (if applicable) are scaled and approximate only.
  - Existing Parcel Identification Numbers and references for the adjoining properties are as shown (if applicable) on the face of this plat.
  - No title search has been performed by this office.
  - Parcel ID No. 358-00-00-021
  - Bearings shown are based on NAD 83 South Carolina State Plane coordinate system and all distances are horizontal ground distances, not grid distances.
  - This survey is valid only if a print of the same has the original signature and embossed seal of the surveyor.
  - No subsurface or environmental conditions have been considered as part of this survey and no statement has been made concerning the locations of underground utilities or facilities that may affect the use or development of this property.
  - Common Areas, Open Spaces and private right-of-ways are to be owned and maintained by the Property Owners Association.
  - As a condition of approval, all Property Owners Associations covenants and restrictions shall be recorded at the Horry County Register of Deeds as a component of the Final Plat of Subdivision as per Section 20-32 of the Land Development Regulations.
  - A disclosure statement signed by the owner / subdivider outlining the maintenance responsibilities for private streets and other common areas (and open space) shall be provided to the City of North Myrtle Beach as per Section 20-32 of the Land Development Regulations.
  - All improvements to rights-of-way shall meet the City of North Myrtle Beach complete street standards as per Section 20-40 of the Land Development Regulations.
  - Iron pins (1/2" rebar) set at all corners unless otherwise noted.
  - No trees greater than 16" in diameter affect this property other than shown.

**CRESCENT MOON**  
  
 3099 Ino Dr.  
 Loris, S.C. 29569  
 Phone: (843) 716-6021

DRAWN BY: KLM  
 APPROVED BY: BWS  
 SURVEYED BY: BWS

JOB # 2017-042  
 DATE OF SURVEY: 01/12/2018  
 REVISIONS: 02/02/2018 revised from 100' to 50' Cul - De - Sac

**Final Plat**  
**The Shops at Barefoot Village, Phase 1**  
 of Pin # 358-00-00-021  
 Containing 11.26 ± Acres Total  
 City of North Myrtle Beach, Horry County, South Carolina  
 for  
 Barefoot Towne Centre, LLC

**GRAPHIC SCALE**  
  
 ( IN FEET )  
 1 inch = 60 ft.

**Certificate of Accuracy**  
 It is hereby certified that this plat is true and correct to the accuracy required in Division 4, Section 20-35(C), "Degree of Accuracy". I hereby state that to the best of my professional knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein, also there are no visible encroachments or projections other than shown.

Barry W. [Signature] No. 25438  
 Date: 2/26/18

# **EXHIBIT G**

## **BUILDING ELEVATIONS**



## EXHIBIT G: BUILDING ELEVATIONS



Precedent: Streetscape, Sea Glass Cottages Phase 1.  
Representative of architecture only; see exhibit D for landscaping.



Precedent: Cottage Common Green, Sea Glass Cottages Phase 1.  
Representative of architecture only; see exhibit D for landscaping.



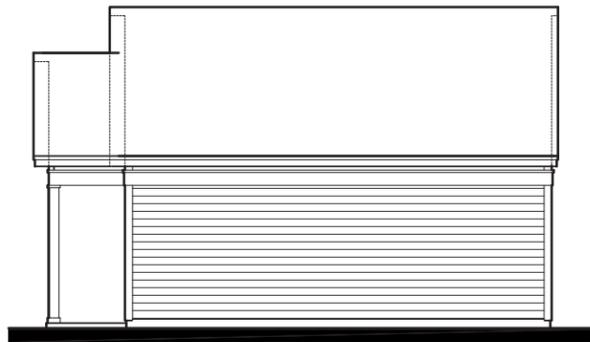
Precedent: Streetscape, Isle Cottage Apartment Homes.  
Representative of architecture only; see exhibit D for landscaping.



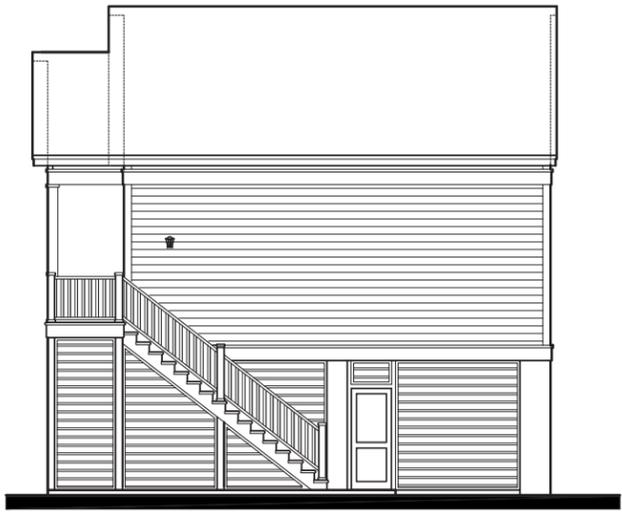
Precedent: Cottage Common Green, Isle Cottage Apartment Homes.  
Representative of architecture only; see exhibit D for landscaping.



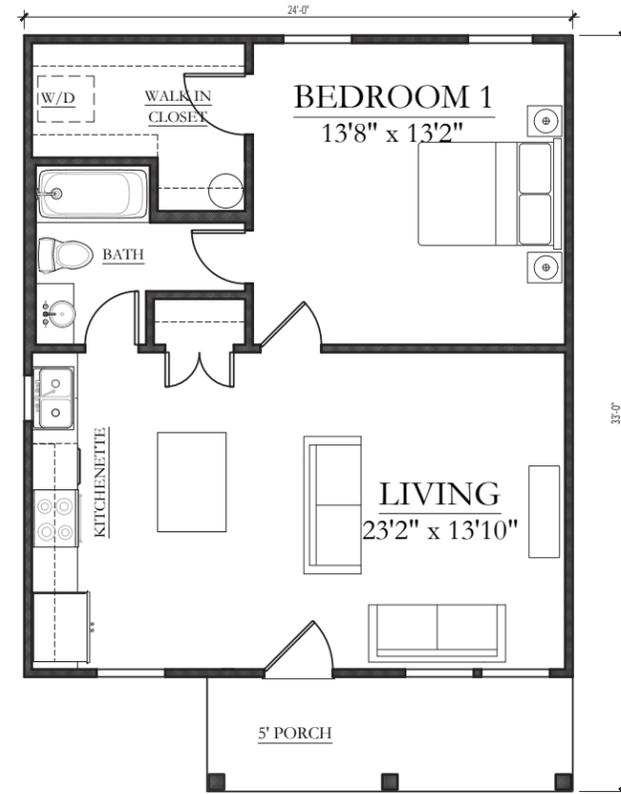
# EXHIBIT G: BUILDING ELEVATIONS



ELEVATION



ELEVATED ELEVATION



FIRST FLOOR

## AMELIA

1 BR / 1 BA

### AREA

HEATED 1st: 672 sq. ft.  
 PORCH: 80 sq. ft.

### DIMENSIONS

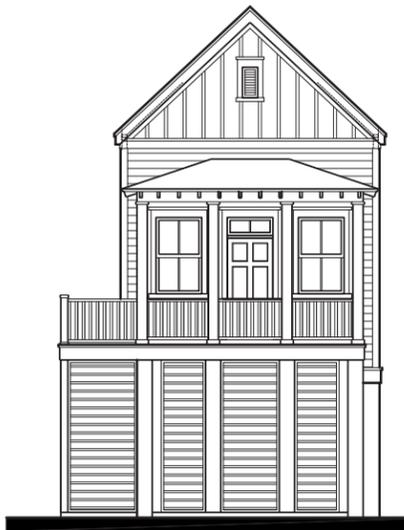
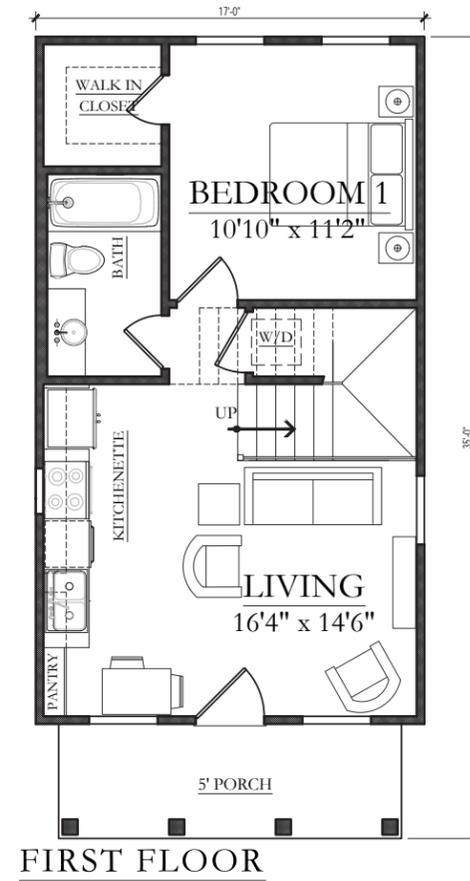
WIDTH: 24'0"  
 DEPTH: 28'0"  
 CEILING 1st: 9'0"



# EXHIBIT G: BUILDING ELEVATIONS



ELEVATION



ELEVATED ELEVATION

## TYBEE

### 2 BR / 2 BA

#### AREA

HEATED 1st:	510	sq. ft.
HEATED 2nd:	247	sq. ft.
TOTAL HEATED:	757	sq. ft.

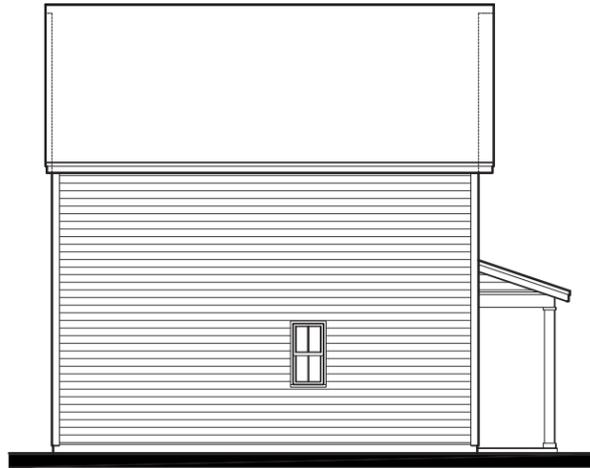
PORCH:	75	sq. ft.
--------	----	---------

#### DIMENSIONS

WIDTH:	17'0"
DEPTH:	30'0"
CEILING 1st:	9'0"



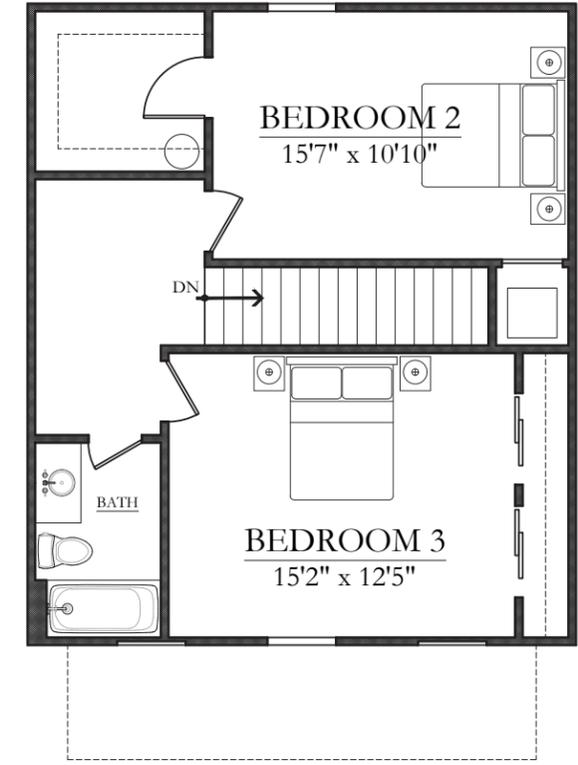
# EXHIBIT G: BUILDING ELEVATIONS



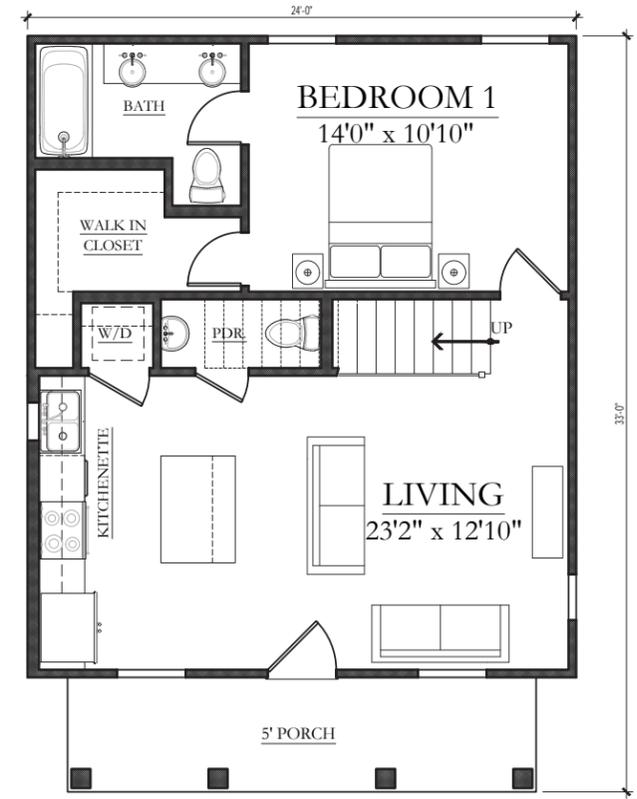
ELEVATION



ELEVATED ELEVATION



SECOND FLOOR



FIRST FLOOR

**PAMPLICO**  
**3 BR / 2.5 BA**

AREA		
HEATED 1st:	672	sq. ft.
HEATED 2nd:	616	sq. ft.
TOTAL HEATED:	1288	sq. ft.

DIMENSIONS		
WIDTH:	24'0"	
DEPTH:	28'0"	
CEILING 1st:	9'0"	



# EXHIBIT G: BUILDING ELEVATIONS

## SAPELO 2 BR / 2 BA

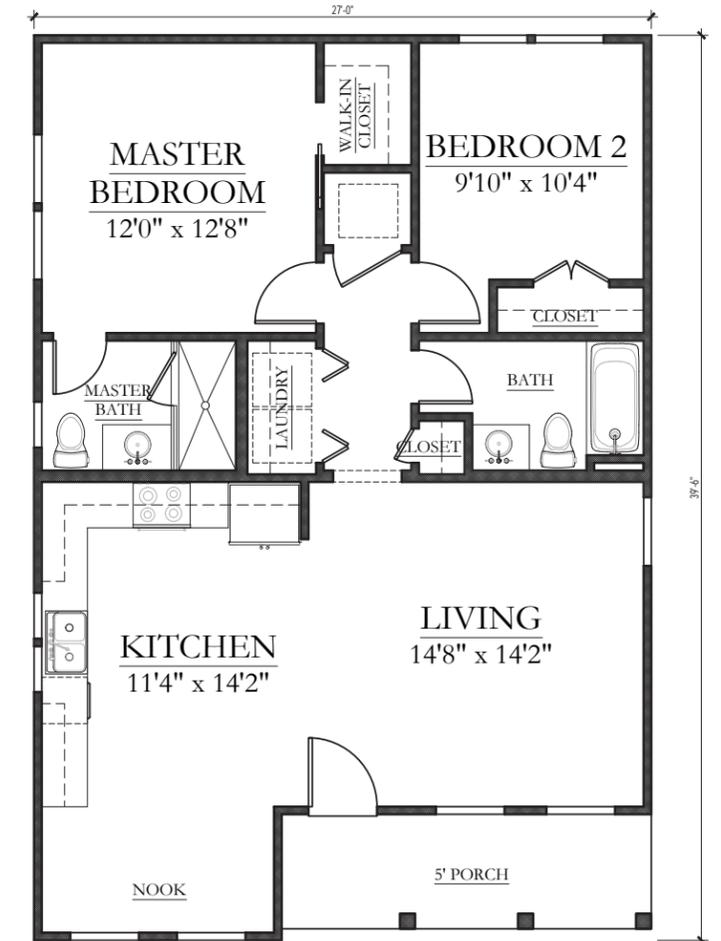
AREA	
TOTAL HEATED:	978 sq. ft.
FRONT PORCH:	81 sq. ft.
TOTAL UNDER ROOF:	1,059 sq. ft.
DIMENSIONS	
WIDTH:	27'0"
DEPTH:	39'6"
CEILING 1st:	10'0"



ELEVATION



ELEVATED ELEVATION



FIRST FLOOR



# EXHIBIT G: BUILDING ELEVATIONS

## SANIBEL 2 BR / 2 BA

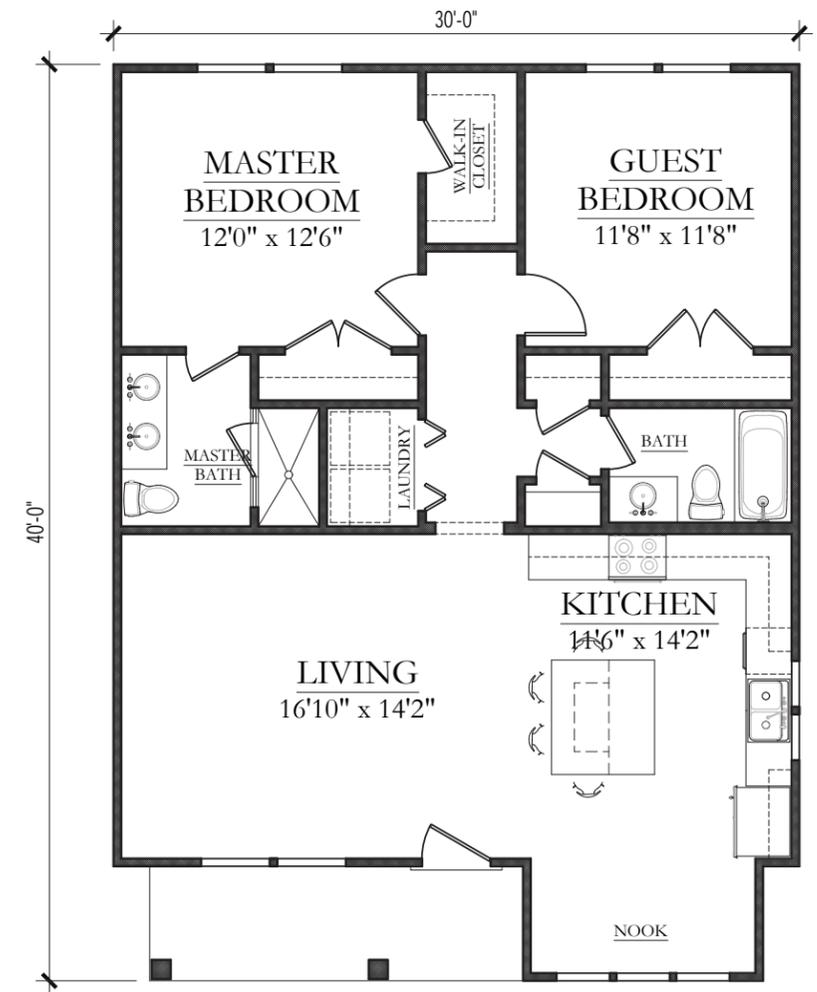
AREA	
TOTAL HEATED:	1,103 sq. ft.
COVERED PORCH:	82 sq. ft.
DIMENSIONS	
WIDTH:	30'0"
DEPTH:	40'0"
CEILING 1st:	9'0"



ELEVATION



ELEVATED ELEVATION



# EXHIBIT G: BUILDING ELEVATIONS

## HATTERAS

2 BR / 2 BA

### AREA

TOTAL HEATED: 1,103 sq. ft.

COVERED PORCH: 82 sq. ft.

### DIMENSIONS

WIDTH: 30'0"

DEPTH: 40'0"

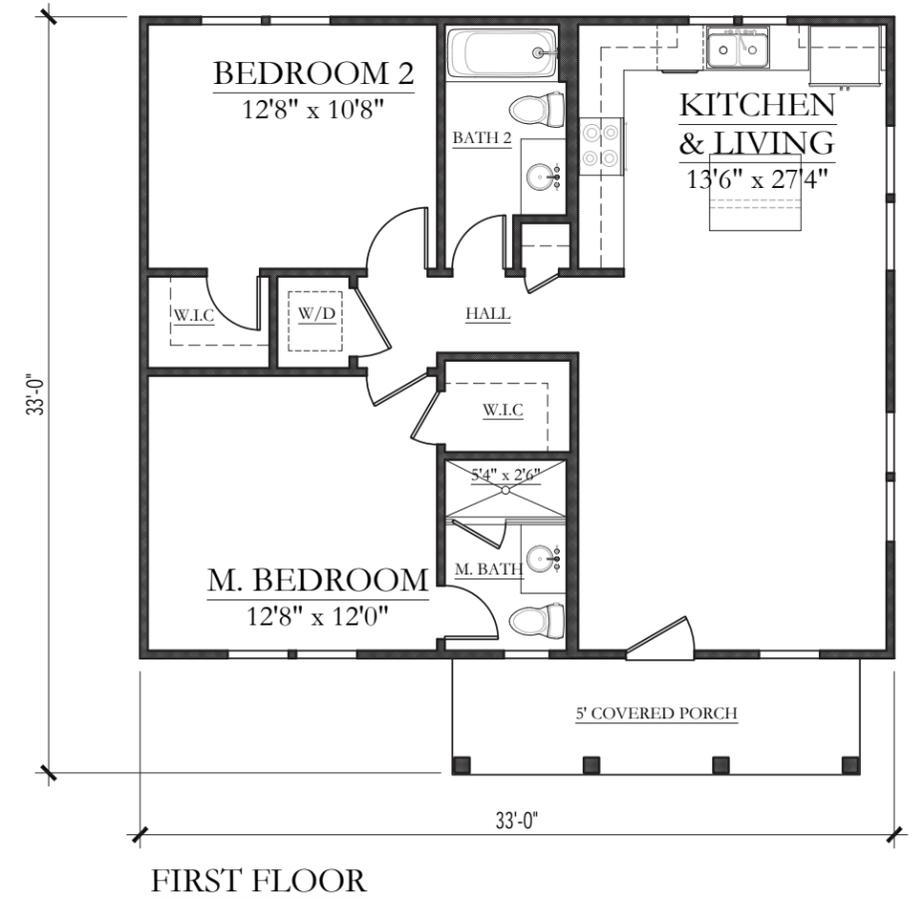
CEILING 1st: 9'0"



ELEVATION



ELEVATED ELEVATION



FIRST FLOOR



**EXHIBIT G: BUILDING ELEVATIONS**



Cottage Streetscape

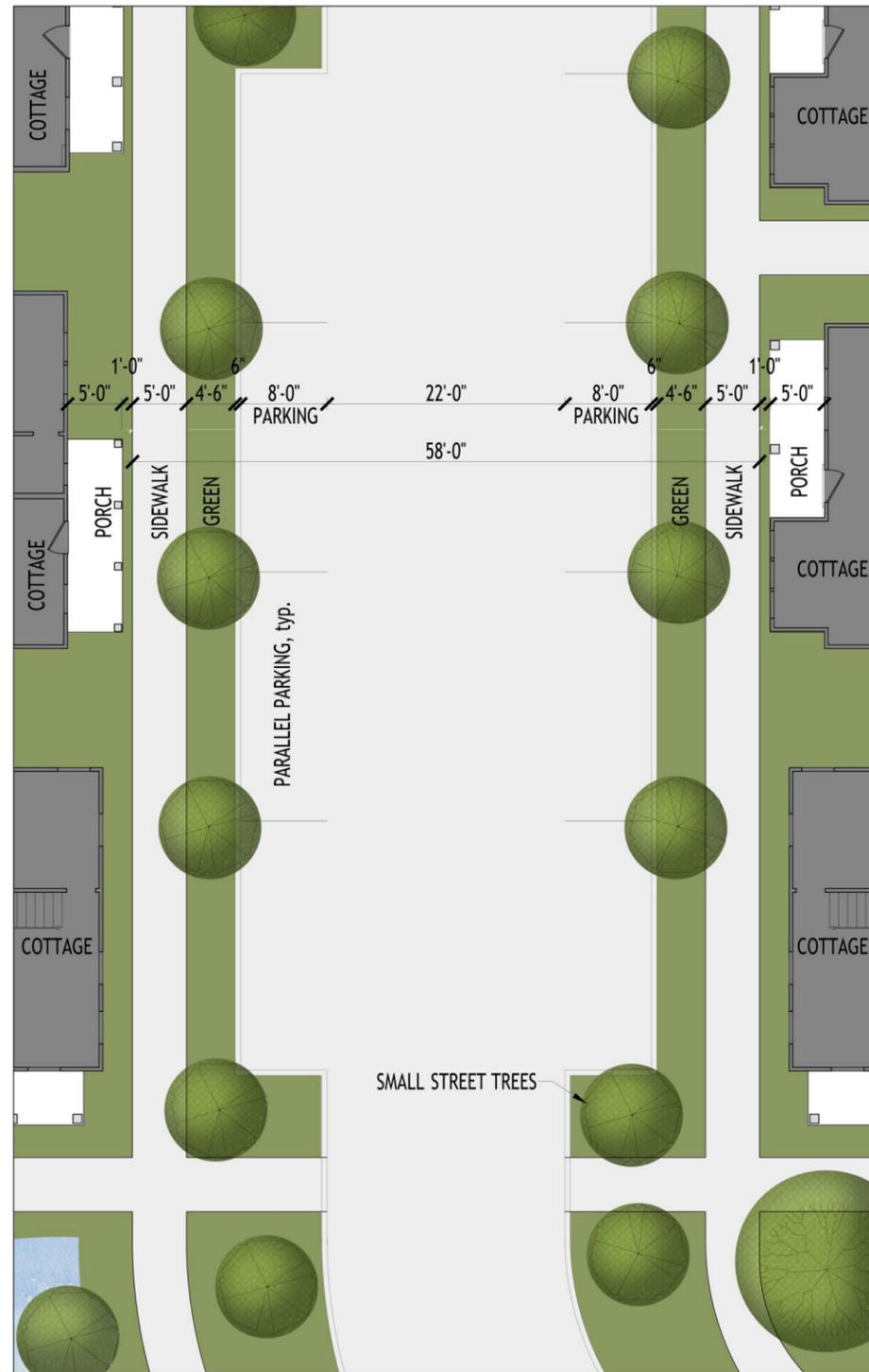
**EXHIBIT G: BUILDING ELEVATIONS**



**EXHIBIT *H***  
**TYPICAL STREET SECTION &  
PLAN VIEW**

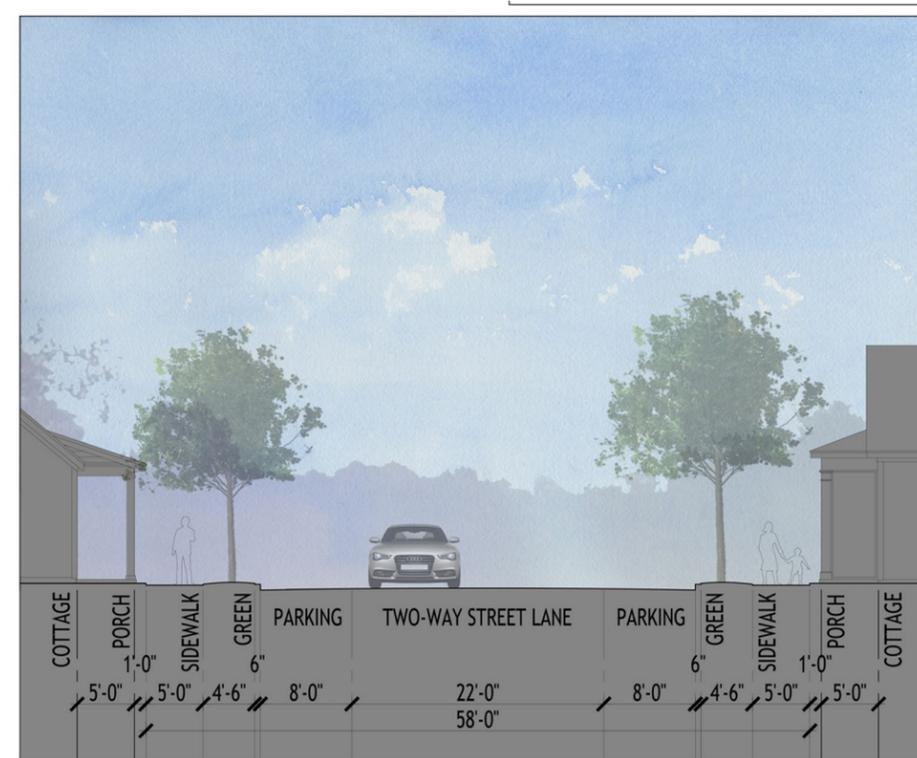


# EXHIBIT H: TYPICAL STREET SECTION & PLAN VIEW



Street B Plan Detail

- Street B Features:**
- Roadway width: 39'-0" (includes 2 travel lanes, curb, & parallel parking)
  - Parking: 8' x 23' parallel parking
  - Tree lawn: 4'-6" on both sides
  - Median: none
  - Pedestrian sidewalks: 5' on both sides
  - Bicycle lanes: none
  - Golf cart usage: may cross roadway & may share lanes with other vehicles



Street B Section

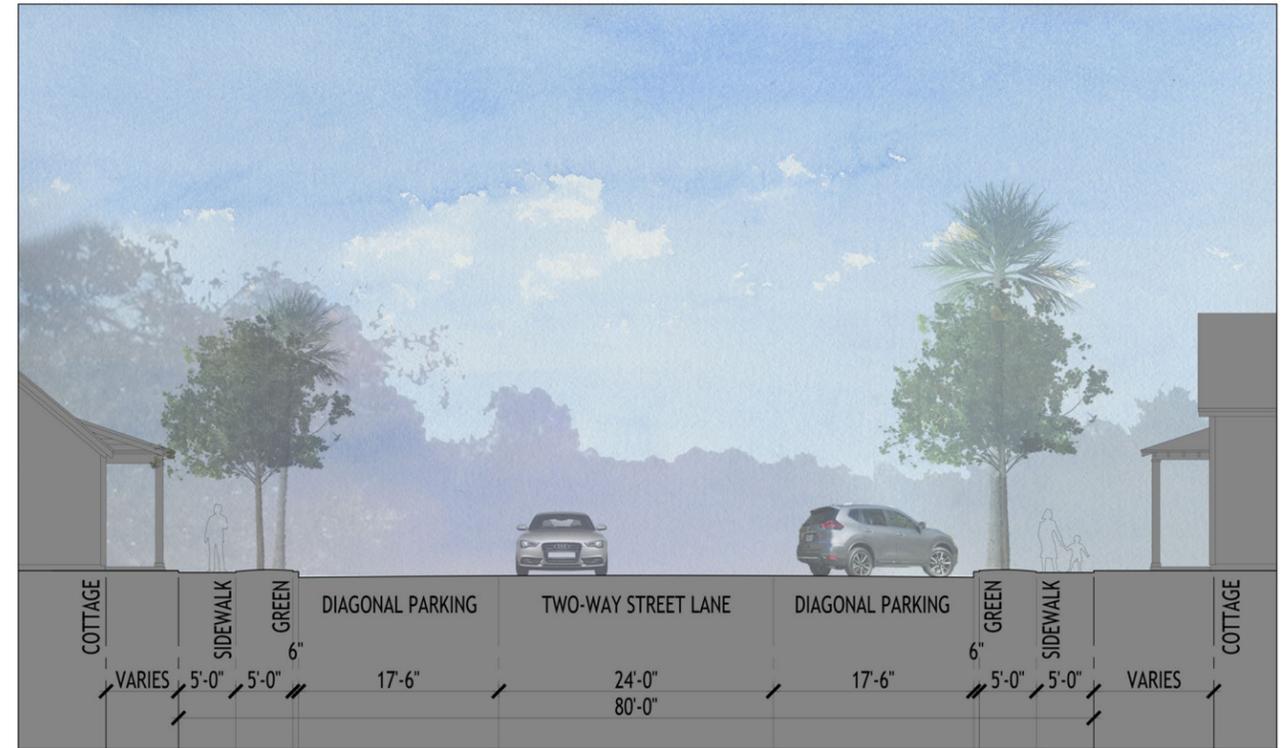


# EXHIBIT H: TYPICAL STREET SECTION & PLAN VIEW



Street A Plan Detail

- Street A Features:**
- Roadway width: 71'-0" (includes 2 travel lanes, curb, & diagonal parking)
  - Parking: 8'-6" x 16' diagonal parking
  - Tree lawn: 5'-0" on both sides
  - Median: none
  - Pedestrian sidewalks: 5' on both sides
  - Bicycle lanes: none
  - Golf cart usage: may cross roadway & may share lanes with other vehicles



Street A Section



**EXHIBIT /**  
**TYPICAL LIGHTING FIXTURES**



**EXHIBIT 1: TYPICAL LIGHT FIXTURES**

Drayton Single and Drayton Double-Head LED fixtures  
Horry Electric Cooperative

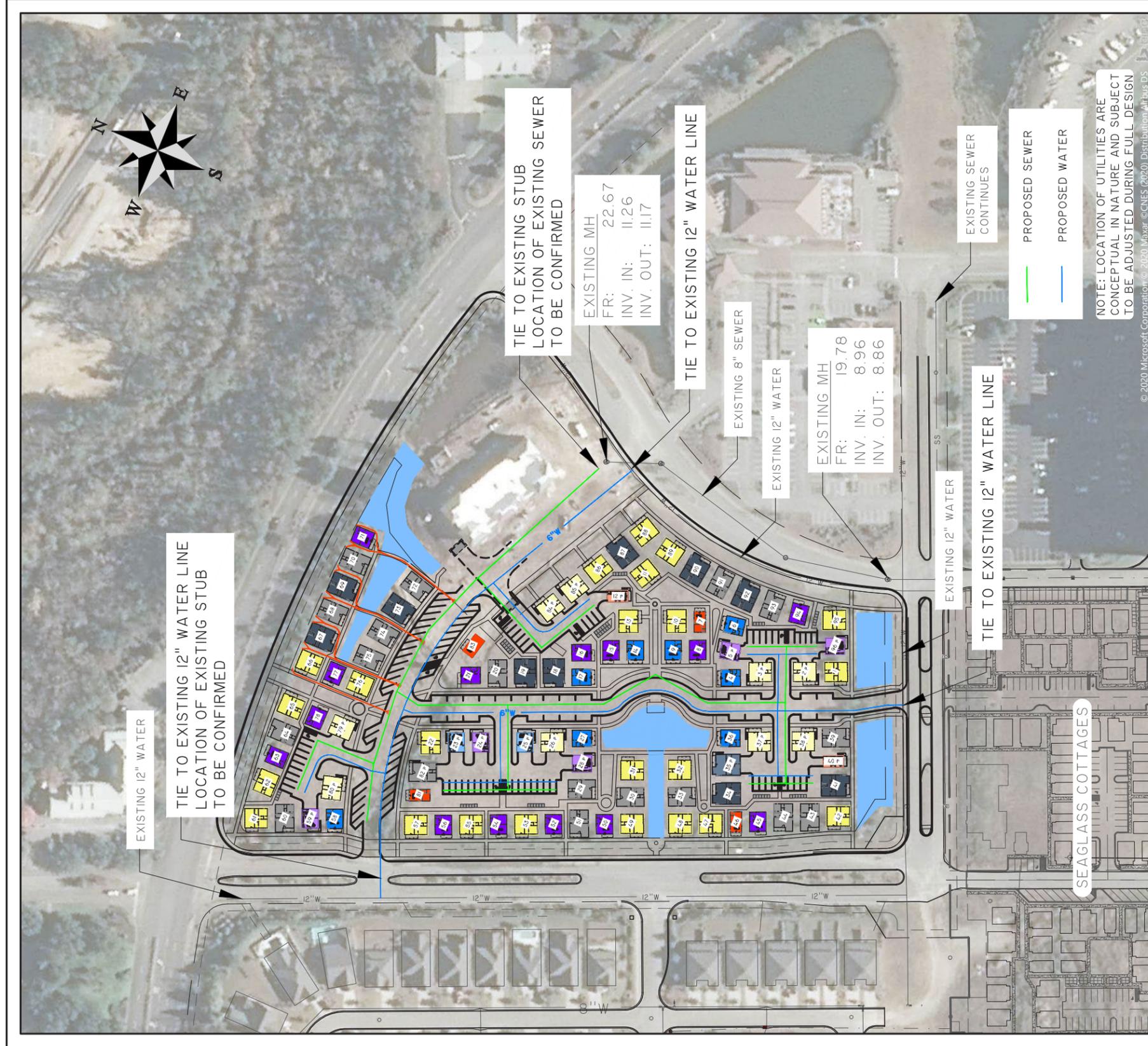


# **EXHIBIT J**

**WATER AND SEWER**



**EXHIBIT J: WATER AND SEWER**



**Barefoot Cottages**

Phase 2  
Water & Sewer Exhibit

CLIENT:

**Sands Winchester, LLC.**

LOCATION: North Myrtle Beach, South Carolina

DATE: May 4, 2021

JOB NUMBER: J-27388.0002

DRAWN BY: NTP

REVIEWED BY: WAW

SHEET: SCALE: 1" = 200'



611 Burroughs & Chapin Boulevard • Suite 202  
Myrtle Beach, SC 29577 • 843.839.3545

[www.thomasandhutton.com](http://www.thomasandhutton.com)

NOTE: LOCATION OF UTILITIES ARE CONCEPTUAL IN NATURE AND SUBJECT TO BE ADJUSTED DURING FULL DESIGN

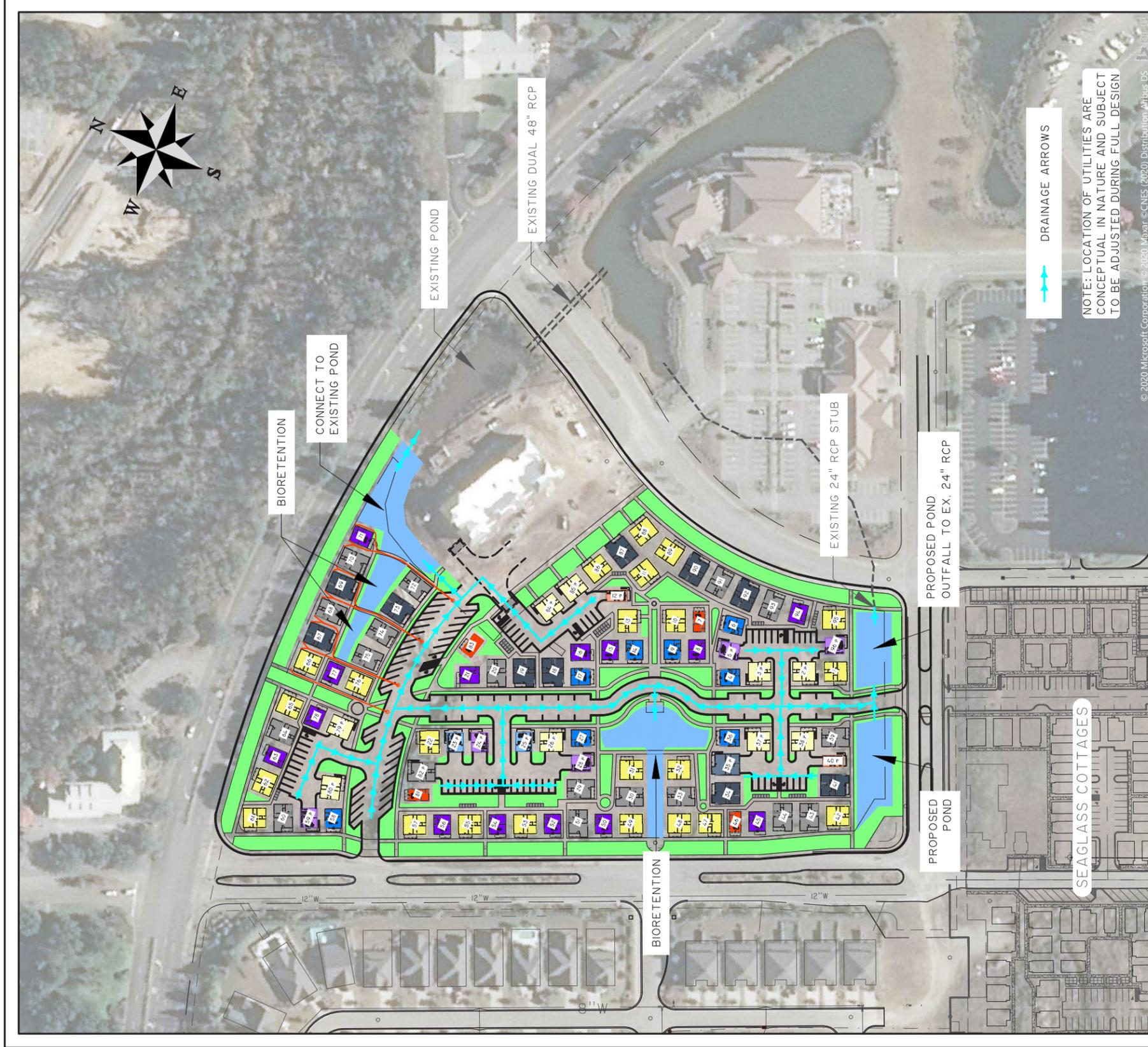
© 2020 Maxar. ©CNES (2020) Distribution Airbus DS



**EXHIBIT *J-1***  
**STORMWATER MANAGEMENT PLAN**



**EXHIBIT J-1: STORMWATER MANAGEMENT PLAN**



**THOMAS & HUTTON**

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 Myrtle Beach, SC 29577 • 843.839.3545  
[www.thomasandhutton.com](http://www.thomasandhutton.com)

**Barefoot Cottages**  
 Phase 2  
**Drainage Exhibit**  
 CLIENT: Sands Winchester, LLC.  
 LOCATION: North Myrtle Beach, South Carolina  
 DATE: May 4, 2021  
 JOB NUMBER: J-27388.0002  
 DRAWN BY: NTP  
 REVIEWED BY: WAW  
 SHEET: SCALE: 1" = 200'

# **EXHIBIT J-2**

## **FIRE HYDRANTS**



**EXHIBIT J-2: FIRE HYDRANTS**



**Barefoot Cottages**

Phase 2  
 Fire Hydrant Exhibit  
 CLIENT:  
**Sands Winchester, LLC.**  
 LOCATION: North Myrtle Beach, South Carolina  
 DATE: May 4, 2021  
 JOB NUMBER: J-27388.0002  
 DRAWN BY: NTP  
 REVIEWED BY: WAW  
 SHEET: SCALE: 1" = 200'



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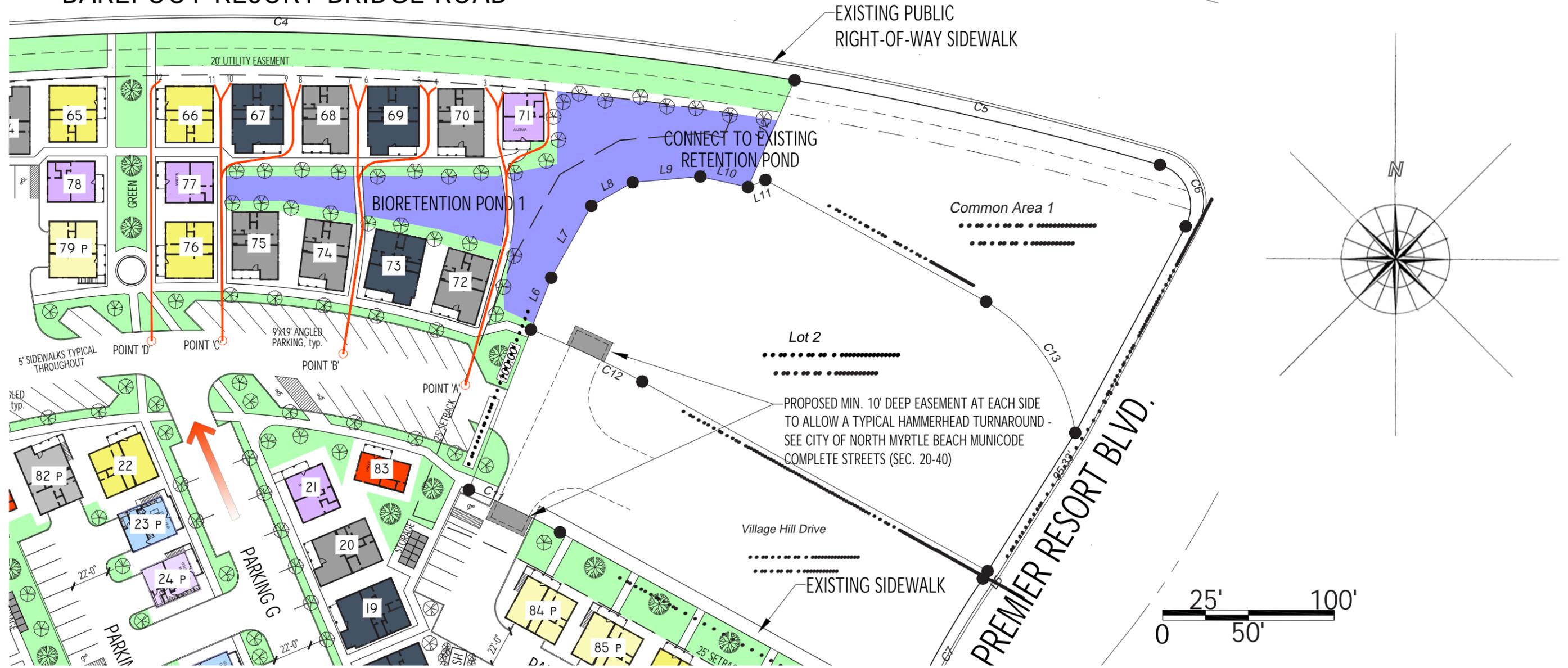
**EXHIBIT J-3**  
**FIRE HOSE PULL DISTANCE**



# EXHIBIT J-3: FIRE HOSE PULL DISTANCE

- Unit 71: Point A to 1 - 188', Point A to 2 - 177'
- Unit 70: Point A to 3 - 180', Point B to 4 - 188'
- Unit 69: Point B to 5 - 189', Point B to 6 - 159'
- Unit 68: Point B to 7 - 159', Point C to 8 - 180'
- Unit 67: Point C to 9 - 181', Point C to 10 - 152'
- Unit 66: Point C to 11 - 150', Point D to 12 - 154'

## BAREFOOT RESORT BRIDGE ROAD



**7A. ANNEXATION & ZONING DESIGNATION Z-21-8:** City staff has received a petition to annex lands on Riverside Drive totaling approximately 0.46 acres and identified by PIN 311-16-04-0013. The lot is currently unincorporated and zoned MSF 10 Residential (MSF 10) 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.

**Existing Conditions and Surrounding Land Uses:**

The subject property area is contiguous to the corporate boundary of the City of North Myrtle Beach and is zoned MSF 10 Residential (MSF 10) under Horry County jurisdiction. Located on Riverside Drive, the parcel has a raised manufactured home located on it. Surrounding parcels within City limits are zoned Planned Development District (PDD); adjacent unincorporated county parcels are zoned MSF 10.

**Planning Commission Action:**

As per the Zoning Ordinance Section 23-4, *Amendments*, the Planning Commission shall prepare a report and make recommendations on any proposed amendment to the North Myrtle Beach Zoning Ordinance, including the Zoning Map, stating its findings and its evaluation of the request. In making its report, the Commission shall consider the following factors:

- a) The relationship of the request to the Comprehensive Plan:

*The Future Land Use map contained in the 2018 Comprehensive Plan recommends Residential Suburban as a land use class for the subject area. The principal permitted uses noted in the compliance index include primarily single-family lots, small farms and farm related uses such as produce stands, and mobile homes on individual lots. The recommended primary zoning district is R-1; R-1A and R-1B are the secondary zoning district alternatives.*

The proposed zoning designation, R-1 (Single-Family Residential Low-Density), is a recommended zoning district within the Compliance Index for the subject property.

- b) Whether the request violates or supports the Plan:

*Chapter 5, "The Way We Grow," of the 2018 Comprehensive Plan identifies the Residential Suburban future land use classification as follows: The purpose of this classification is to define, protect, and provide low density, single-family detached housing areas where designated, and to prohibit any development that would compromise existing residential characteristics. In addition, these areas are intended to provide for in-fill and expansion of existing neighborhoods and subdivisions. Standards and densities for these areas are designated to reflect existing conditions. This area is also intended to allow incorporation of property west of the waterway at densities typical of inland development. Primarily single-family lots, small farms and farm related uses such as produce stands, and mobile homes on individual lots, excluding large mobile home parks, are compatible uses here. This category allows up to five dwelling units per acre (du/acre).*

The proposed R-1 zoning is consistent with the Residential Suburban land use classification found in the 2018 Comprehensive Plan.

- c) Whether the uses permitted by the proposed change would be appropriate in the area concerned:

*The purpose of the R-1 zoning district is, "To preserve and protect the character of existing neighborhoods and subdivisions, and to prohibit any uses which would compromise or alter existing conditions and uses. Also, these districts are intended to encourage residential infilling and expansion of existing neighborhoods and subdivisions. Development land uses permitted in each are designed to reflect existing conditions and enhance the prospects of 'lie development.'"*

The uses permitted in the R-1 district would be appropriate in the area.

- d) Whether adequate public-school facilities, roads and other public services exist or can be provided to serve the needs of the development likely to take place as a result of such change, and the consequence of such change:

*Current public rights-of-way serve this area via the existing, county-maintained Riverside Drive.*

- e) Whether the proposed change is in accord with any existing or proposed plans for providing public water supply and sanitary sewer to the area:

*Water service is available to the parcel; sewer service is under construction.*

As a matter of policy, no request to change the text of the ordinance or the map shall be acted upon favorably, except:

- (a) Where necessary to implement the comprehensive plan, or
- (b) To correct an original mistake or manifest error in the regulations or map, or
- (c) To recognize substantial change or changing conditions or circumstances in a particular locality, or
- (d) To recognize changes in technology, the style of living, or manner of doing business.

This petition for annexation and zoning designation is presented to the Planning Commission for a recommendation that will be forwarded to City Council at their next meeting scheduled for June 21, 2021. Should the Planning Commission desire to forward a positive recommendation to City Council, one of the reasons should be included in the report.

**Staff Review:**

*Planning and Development, Planning Division*

The Planning Division has no issue with the proposed petition for annexation and zoning.

*Planning and Development, Zoning Division*

The Zoning Administrator has no issue with the proposed petition for annexation and zoning.

*Public Works*

The City Engineer has no issue with the proposed petition for annexation and zoning.

*Public Safety*

The Fire Marshall has no issue with the proposed petition for annexation and zoning.

**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 annexation and zoning petition [Z-21-8] as submitted.

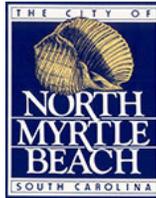
OR

- 2) I move that the Planning Commission recommend denial of the annexation and zoning petition [Z-21-8] as submitted.

OR

- 3) I move (an alternate motion).

FILE NUMBER:	Z-21-8
Complete Submittal Date:	April 17, 2021



Notice Published:	April 29, 2021
Planning Commission:	May 18, 2021
First Reading:	June 21, 2021
Second Reading:	July 19, 2021

**City of North Myrtle Beach, SC**

**Petition for Annexation & Zoning**

**GENERAL INFORMATION**

<b>Date of Request: April 18, 2021</b>	<b>Property PIN(S): 311-16-04-0013</b>
<b>Property Owner(s): Kenneth R Stephenson, Sandra Stephenson</b>	<b>Type of Zoning Map Amendment: Petition for Annexation and Zoning</b>
<b>Address or Location: 4775 Riverside drive</b>	<b>Project Contact: Kenneth Stephenson</b>
<b>Contact Phone Number: 8436248513</b>	<b>Contact Email Address: Kennethstephenson4040@gmail.com</b>
<b>Current County Zoning: MSF10</b>	<b>Proposed Zoning: R-1</b>
<b>Total Area of Property: .46 Acres</b>	<b>Approximate Population of Area to be Annexed: 2</b>

**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: Kenneth Stephenson*

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.



*TOGETHER WITH all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.*

*TO HAVE AND HOLD all and singular the premises before mentioned unto the said Grantee, his or her heirs, successors and/or assigns, forever, in fee simple, together with every contingent remainder and right of reversion.*

*AND Grantor does hereby bind himself and his Heirs, Successors and/or Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, his or her heirs, successors and assigns forever, in fee simple, against themselves and their Heirs, Successors and/or Assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.*

*WITNESS the execution hereof by Grantor this 7th day of August in the year of our Lord two thousand and six and in the two hundred thirty first year of the Sovereignty and Independence of the United States of America.*

*Signed, Sealed and Delivered*

*1<sup>st</sup> Witness*

*2<sup>nd</sup> Witness*

*(Notary)*

*Joe Carroll Shook*

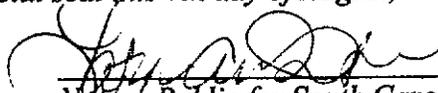
STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

ACKNOWLEDGEMENT

I, LARRY ANN SMITH a Notary Public for South Carolina, do hereby certify that the Grantor herein personally appeared before me, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal this 7th day of August, 2006.

(SEAL)

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: 8/24/2013

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

AFFIDAVIT

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

1. Property located at Lot 9-A Riverside Dr., N. Myrtle Beach, SC 29582, bearing Horry County, Tax Map Number 131-17-01-016 was transferred by Joe Carroll Shook and to Kenneth Stephenson on 08/07/06.

The transaction was (Check one):

X  an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was \$ 55,000.00

not an arm's length real property transaction and the fair market value of the property is \$ \_\_\_\_\_

The above transaction is exempt. Or partially exempt from the recording fee as set forth in S.C. Coed Ann. Section 12-24-40,( ) et. seq., because the deed is:

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

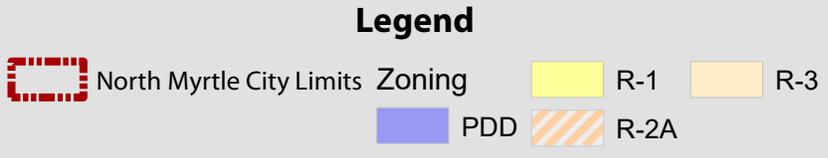
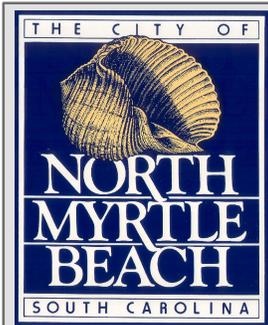
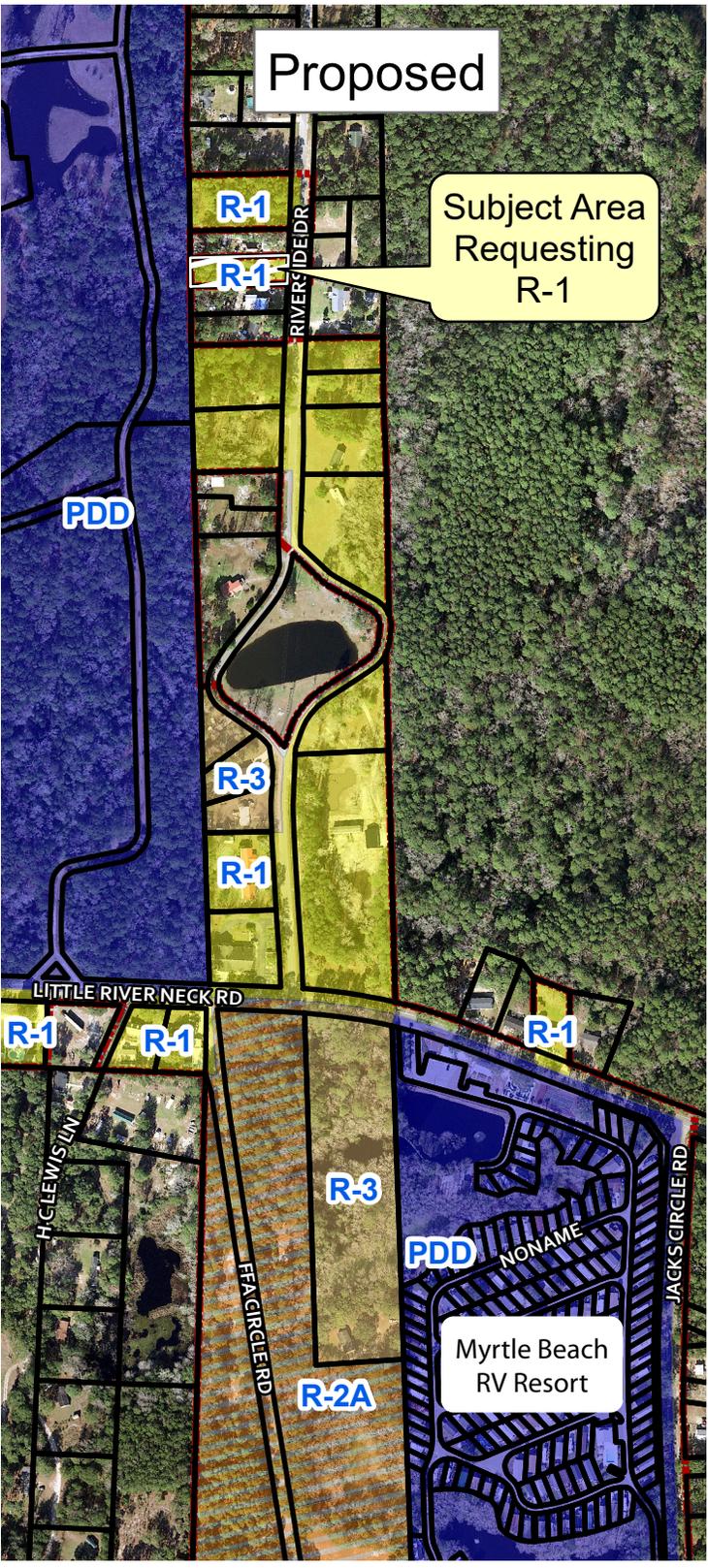
I further understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Joe Carroll Shook  
Purchaser, Seller, Legal Representative of the  
Purchaser, or other Responsible Person Connected  
with this Transaction

SWORN to before me this /  
7th day of August, 2006  
[Signature]  
Notary Public for South Carolina  
My Commission Expires: 7/12/11

The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or placed on the realty as a result of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on it after the transfer.

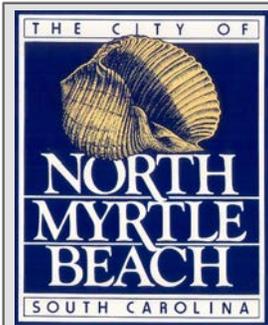
550



**Exhibit A: Zoning Map (Z-21-8)**



Subject Area  
Requesting R-1



**Legend**

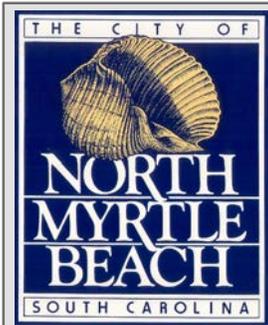
-  Subject Area
-  Common Open Space
-  Public, Social, Cultural
-  North Myrtle City Limits
-  Golf Course
-  RV / Campground
-  Mobile Home
-  Single-Family
-  Vacant



**Existing Land Use (Z-21-8)**



Subject Area  
Requesting R-1



-  Subject Area
-  North Myrtle City Limits

- Recommended Future Land Use Categories**
-  CC - Conservation Community

**Legend**

-  RPC - Resource, Protection, Conservation
-  SP - Service / Production

-  RS - Residential Suburban



**Future Land Use (Z-21-8)**

**7B. PLANNED DEVELOPMENT DISTRICT AMENDMENT Z-21-6:** City staff has received an application for a major amendment to the Esperanza Planned Development District (PDD) revising the PDD to the Hope Pointe PDD through changes to the master plan and governing documents.

### **History and Background**

Adjacent to Tidewater Plantation on Little River Neck Road, the Esperanza PDD was entitled in 2009. The originally approved PDD contained a variety of residential products – Single-family homes, townhouses, multiplexes, and multi-family condos. Other features of the original PDD included amenity areas, a community marina with 50 slips on the Atlantic Intracoastal Waterway, and a commercial area meeting the standards of the Neighborhood Commercial (NC) district at the front of the property on Little River Neck Road. The density of the original PDD was limited to 375 dwelling units, and the project provided 27.7% open space. No portion of the entitled PDD has been constructed except for the boat slips on the waterway, but an existing unused residence remains on the property.

### **Proposed Changes**

The applicant, Sean Hoelscher of DDC Engineers, agent for the developer, has requested an amendment to the Esperanza PDD revising the project into Hope Pointe. This amendment reduces the overall density from 375 dwelling units to 251 dwelling units and removes the previously approved multiplex and multi-family uses from the development (4.18 dwelling units per acre down from 5.71 dwelling units per acre previously). The neighborhood commercial area adjacent to Little River Neck Road is also removed and converted to an area for townhomes. The remaining commercial component of the PDD is a proposed retail ship's store on the Atlantic Intracoastal Waterway, near the existing community marina, which will be no larger than 5,000 square feet in size. This retail element will be completed prior to the issuance of 50% of the building permits for residential units within this project. The existing community marina will continue as a private marina limited in use to Hope Pointe property owners, and the development provides an amenity area for residents. Open space is increased from 27.7% to 47.5%.

The proposed development largely follows the previously created road network and winds around the existing wetlands on site. 146 townhomes are located at the front of the property adjacent to Little River Neck Road, and 105 single-family lots complete the residential portion of the development with typical dimensions of 52' by 120'. A standard 20' perimeter project setback applies throughout the project except the portion of the property which abuts Tidewater Plantation and Little River Neck Road. Along the Tidewater Plantation property line, a 40' minimum (in some places larger) perimeter buffer will be maintained with the first 25' of this buffer consisting of a year-round vegetated screen. Along Little River Neck Road, a 40' landscaped setback will also be provided.

Architecturally, the original Esperanza PDD was created as a Mediterranean coastal village with stucco or brick exteriors and tiled roofing. The Hope Point PDD revises this architectural style to a traditional coastal southern style using stucco, brick, stone, and a variety of siding types – horizontal lap, board and batten, and cedar shake – with architectural shingles or standing seam metal roofing. Street standards conform to city standards with a 50' right-of-way with sidewalks and street trees and 22' driveways for access to the townhome portions of the development.

### **Staff Review**

#### *Planning & Development, Planning Division*

The Planning Department has no issues with the proposed amendment.

#### *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 June 21, 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 Esperanza PDD creating Hope Pointe [Z-21-6] as submitted.

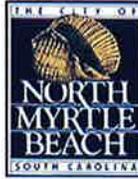
OR

- 2) I move that the Planning Commission recommend denial of the major planned development district amendment to the Esperanza PDD creating Hope Pointe [Z-21-6] as submitted.

OR

- 3) I move (an alternate motion).

PDD Zoning Finance Account Code:	<b>3.22</b>
<b>FEE PAID:</b>	<b>500 on March 26, 2021</b>
FILE NUMBER:	Z-21-6
Complete Submittal Date:	March 26, 2021



Notice Published:	
Planning Commission:	
First Reading:	
Second Reading:	

City of North Myrtle Beach, SC

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

GENERAL INFORMATION	
Date of Request: March 26, 2021	Property PIN(S): 35200000001, 31200000470, 31213030035
Property Owner(s): DDC Engineers - AGENT	Type of Zoning Map Amendment: Major PDD Amendment
Address or Location: 5225 Little River Neck Road	Project Contact: Patty Crawford
Contact Phone Number: 843-692-3200	Contact Email Address: Sean.Hoelscher@bolton-menk.com
PDD Name: Esperanza	Total Area of Property: 65.69 Acres
Proposed Amendment: Updating PUD to new Hope Pointe PDD document and exhibits	
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: <u>true</u>	
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.	

1018 2nd Avenue South · North Myrtle Beach, SC 29582 · Telephone: (843) 280-5566 · Facsimile: (843) 280-5581

North Myrtle Beach  
843-280-5560 or 843-280-5585

REF: 61894071 3/26/2021 2:01 PM  
OPER: 02 TERM: 002  
REF: 1172 1:

TRAN: 3.2200 PUD FEE  
DDC ENGINEERS  
BUILDING PERMITS 500.0000

TENDERED: 500.00 CHECK  
APPLIED: 500.00-

CHANGE: 0.00

**PAID**  
**MAR 26 2021**



# HOPE POINTE PDD

CITY OF NORTH MYRTLE BEACH, SC 29579  
MARCH, 2021



# HOPE POINTE PLANNED DEVELOPMENT DISTRICT (P.D.D.) DOCUMENT

March 2021

PN: 20028L

Prepared For: City of North Myrtle Beach Planning Commission

Project Developer: NVR, Inc.

Prepared By:



## **P.D.D. DOCUMENT TABLE OF CONTENTS**

**SECTION 1: PURPOSE AND INTENT STATEMENT**

**SECTION 2: PROJECT DEVELOPER AND TITLE**

**SECTION 3: MASTER SITE PLAN**

**SECTION 4: DEVELOPMENT DESCRIPTION**

**SECTION 5: GENERAL DEVELOPMENT STANDARDS THROUGHOUT THE P.D.D.**

- A. Dimensional and Density Standards
- B. Landscaping, Open Space, Parking, Maximum Heights of Structures and Signage
- C. Access and Entrance Features
- D. Parking Requirements

**SECTION 6: MAINTENANCE AND CONTROL**

**SECTION 7: TENTATIVE CONSTRUCTION SCHEDULE**

### **APPENDICES:**

- Appendix A: P.D.D. Documentation (Including Survey, Master Site Plan, Phasing Plan, Master Water and Sewer Plan, Master Drainage Plan)
- Appendix B: Hope Pointe P.D.D. Vicinity Map and Illustrative Master Plan
- Appendix C: Typical Project Elevations
- Appendix D: Conceptual Landscaping Plant Location Including Proposed Buffer Plantings, Conceptual Landscape Plan and Plant Materials List
- Appendix E: Sewer and Water Flow Calculations
- Appendix F: Site Aerial Photographs
- Appendix G: Typical Lighting within a P.D.D.
- Appendix H: Signage

## **SECTION 1: PURPOSE AND INTENT STATEMENT**

The purpose of a Planned Unit Development (P.D.D.) is to encourage flexibility in the development of Land in order to promote its most appropriate use; to improve the design, character, and quality of new development; to facilitate the provision of streets and utilities; and to preserve the natural and scenic features of open areas. (City of North Myrtle Beach Zoning Ordinance § 23-29 (Municipal Code Corporation 1989 reprinted 1997).

All development within the Project will be regulated by the Master Site Plan and the City of North Myrtle Beach, South Carolina (the "City")<sup>1</sup>; and the North Myrtle Beach Code of Laws. All development will be consistent with the requirements of applicable North Myrtle Beach Zoning Regulations and other applicable codes and ordinances of the City of North Myrtle Beach unless specifically identified within this document. The definitions applicable throughout this Document are set forth in Section 23-2 of the City of North Myrtle Beach Zoning Ordinance.

## **SECTION 2: PROJECT DEVELOPER AND TITLE**

The Project title of this development is the Hope Pointe Planned Development District. The Project developer is NVR, Inc. The term "Developer" as used throughout this Document may also include all subsidiaries and affiliates of NVR, Inc., and the term will also include any of its successors in interest or successors in title and/or assigns by virtue of assignment or other instrument.

## **SECTION 3: MASTER SITE PLAN**

Appendix B of this Ordinance, attached hereto, contains the P.D.D. Documentation, including the Master Site Plan depicting the Project ("Master Site Plan"). The Master Site Plan (Sheet 1) shall be binding on the property, and any major departure shall be authorized by amendment only. This Project will include phases I and II. A general description of development intended within is listed below.

- A. Phase I;** Development in phase I will consist of ± 65.69 acres within the project to include the fifty (50) foot right-of-way and the twenty-two (22') foot pavement and curb driveway, single family, townhouses, amenity area, private community marina, and all relevant infrastructure necessary for the phase 1 development including water, sewer, drainage, parking and other supporting utilities. Phase I will be developed simultaneously in sub phases with amenities inclusive. <sup>(1)</sup>
  
- B. Phase II;** Includes the AICW Commercial Retail component of the project. This waterway focused commercial element will direct its focus towards providing retail services to the typical waterway traffic. A small parking area is provided to service this facility internally in addition to the primary marine traffic. This will minimize additional commercial related traffic along Little River Neck Road while providing a mixture of uses. It is the intention that the completion of this facility will occur prior to but at a maximum point at the issuance of the building permit associated with fifty (50) percent of the residential units of the project total.

<sup>(1)</sup> Residential development in phase I will consist of a maximum of eight (8) sub-phases in order to consider environmental priorities, the economy and other unforeseen impacts.

## SECTION 4: DEVELOPMENT DESCRIPTION

This Planned Development District will be nestled along the Atlantic Intracoastal Waterway (AICW) amid loblolly pines and white oaks along the historical Little River Neck of Horry County, South Carolina. It is here that Esperanza, Spanish for “hope”, will emerge. Through a synthesis of compatible land uses, this P.D.D. will allow for a walk-able, viable and self-sustaining community. A grand entrance feature will greet visitors and residents to a cherished coastal South Carolina experience.

Residential products within the P.D.D. will include single-family and townhouses units. A single amenity area will be included in the single-family portion of the project.

In addition to the upland amenity features of the project, a community marina with a dock not to exceed 50 slips will be provided within that portion of the property that is contiguous to the Atlantic Intracoastal Waterway (AICW). The marina will be private, with its use limited to Hope Pointe property owners, their invited guests, and associated area for the commercial ship store and grill.

Continuity of materials, spatial treatments and tasteful design relationships will provide the Hope Pointe P.D.D. with a sense of place. Architectural design of buildings will be consistent with an overall coastal South Carolina theme. (1)

*(1). Exteriors of all buildings throughout each phase of this development will be consistent in quality, design and choice of colors that are indigenous to the development theme.*

## SECTION 5: GENERAL DEVELOPMENT STANDARDS THROUGHOUT THE P.U.D.

### A. DIMENSIONAL AND DENSITY STANDARDS

The Developer will conform to the setback requirements set forth in the development standards established in Table 1(see page #5). There will be a standard perimeter setback of twenty (20') feet from the outer perimeter property lines inward of the project, except for that portion of the project which abuts Tidewater Plantation. Here the perimeter setback will be **forty (40') feet** from the outer perimeter property lines. Within the **40 foot** buffer, the **first 25 feet inward from the exterior property line that abuts Tidewater Plantation** shall be comprised of landscaping that will provide a year-a-round vegetative buffer (**see paragraph B, footnote #2 of this section**) and planted according to required caliper size. Hope Pointe will also provide a forty (40) foot building setback off Little River Neck Road and meet the P.D.D. landscape requirements where it fronts the right-of-way. Further, Hope Pointe P.D.D. will provide a year-a-round vegetative planting within the twenty (20) foot buffer on the right-side exterior property line adjacent to properties abutting the Riverside Drive subdivision.

See Table 2, Proposed Gross Densities, for specific density information. The size and location of these land uses are illustrated on the submitted sheet entitled *Planned Unit Development Districts*. The overall gross density for this project includes 146 townhouse units and 105 single-family lots for a total of 251 DU. Market demand and/or design modifications may require the developer to change uses from the total number of

multi-family dwelling units to single-family dwelling units subsequent to approval from the City of North Myrtle Beach. At no time will this change request exceed 251 total units.

TABLE 1

**PROPOSED DIMENSIONAL STANDARDS CHART**

Propose Uses Phase I	Min. Site Area (Square Feet)	Minimum Setbacks (Feet)			Max Height (4)	Separation of Structures
		Front	Side	Rear		
Single family (1)	No Minimum Requirement	0'	0'	15'	40'	10' (2)
Townhouse (1) Common (3) Ownership	No Minimum Requirement	0'	0'	15'	48'	20'
Residents (1) Amenities (5)	No Minimum Requirement	0'	5'	5'	35'	
Private (1) Marina (5)	No Minimum Requirement	0'	0'	0'	35'	
Phase II Commercial (5)	No Minimum Requirement	0'	0'	0'	35'	

(1)

The required perimeter setback of twenty (20) feet shall be observed. Where the exterior property line abuts Tidewater Plantation and Little River Neck Road there will be a minimum setback of forty (40) feet for all structures.

(2)

Side yard of zero (0') feet allowed, so long as an individual lot's other side yard is doubled (i.e. 10').

(3)

Townhouses may have side yards of zero (0') feet to allow for common sidewalls. A minimum of two (2) up to a max of six (6) dwelling units shall be attached with common walls. Multiple unit buildings shall meet the (20') foot separation requirement at each end of the building.

(4)

Building height measured as highest vertical distance from the ground level at the building line to the mid-point of the roof between the lower eave and the highest point of the roof. Building height does not include architectural features such as, but not limited to spires, belfries, cupolas, widow walks, etc.

(5)

Where structure separation is not listed, they shall meet minimum separations in accordance with the City of North Myrtle Beach Building Code Standards.

**TABLE 2**  
**PROPOSED GROSS DENSITIES**

<b>Residential Uses</b>	<b>Approximate Gross Areas (ac)</b>	<b>Dwelling Units</b>	<b>Estimated Gross Density (DU=dwelling unit)</b>
Single Family	± 46.26 AC	105 DU	2.27 DU/AC
Townhouse (in common)	± 19.43 AC	146 DU	7.51 DU/AC
Amenity Area	± 0.36 AC	N/A	N/A
Private Marina	± 0.68 AC	N/A	N/A
<b>Total (Phase I) (1)</b>	<b>± 65.07 AC</b>	<b>251 Current Plan</b>	<b>3.86 DU/AC</b>

<b>Future Marina Commercial (Phase II)</b>	<b>Approximate Gross Area (ac)</b>	<b>Proposed Dwelling units</b>	<b>Estimated Gross Density (DU=dwelling unit)</b>
Marina Retail	± 0.62 Acres	N/A	No Greater Than 5,000 Square Feet of Gross Floor Area
<b>Grand Total (Phase I &amp; II)</b>	<b>± 65.69 AC</b>	<b>251 Current Plan</b>	<b>3.82DU/AC</b>

(1) Phase 1 will consist of eight (8) sub phases as shown in Appendix A Phasing Plan pg#3.

**B. LANDSCAPING, OPEN SPACE, PARKING, MAXIMUM HEIGHTS OF STRUCTURES, AND SIGNAGE**

\*Landscaping, open space requirements, building heights, and signage within the P.D.D. will conform to the following North Myrtle Beach City Ordinance provisions: Article V (landscaping), except where (0') setbacks are permitted. Please note that a plant materials list along with conceptual landscape drawings are located in Appendix C; Ordinance 23-109 (open space), and 23-106 (height), except where a different standard is specified by an applicable government regulatory permit or within this P.D.D. Ordinance. Open space within Hope Pointe is enumerated in Table 3 below. *Please note that the minimum requirement of 15% open space for the PUD has been met in the aggregate, and not on a district-by-district basis.*

*\*2 Hope Pointe P.D.D. will provide landscaping within the perimeter buffer that at maturity will serve to screen views from adjacent properties along the side exterior property lines. "Infill" planting shall be a combination of canopy and under-story trees/bushes that will provide a minimum 80% opacity, throughout the year.*

A preliminary signage package is included with this amendment to the PDD

**TABLE 3  
OPEN SPACE**

<b>Project Phase</b>	<b>Approximate Upland Open Space Acreage Provided</b>	<b>Amount of Open Space Required (15% of total project acreage)</b>
Phase 1	± 30.93Acres	N/A
Phase 2	± 0.27 Acres	N/A
<b>Total</b>	± 31.20Acres	± 9.85 Acres

Note: ±13.05 AC wetland area in total open space.

**C. BUILDING MATERIALS**

Developer intends that the project be developed using typical architectural elements of coastal South Carolina communities, incorporating stucco, brick stone, or horizontal lap/vertical board and batten cement board siding exterior wall finishes, architectural shingles, cedar shake, or standing seam metal

roofing, detailed exterior trim and architectural elements. The exterior colors will be consistent with traditional coastal South Carolina communities.

A "Material List" is provided as a part of the PDD First Amendment. In the event Developer should elect to modify the approved list of building materials following the PDD First Amendment approval, Developer shall resubmit the modified list for approval, at the time the preliminary site plan for the phase in which such materials are intended to be used is submitted.

**D. ACCESS AND ENTRANCE FEATURES**

An additional ±17.5-foot access easement will be preserved for potential future right-of-way, from that portion of the site adjacent to Little River Neck Road right-of-way to provide acceleration and deceleration lanes for ingress/egress should a future traffic analysis reveal the necessity of completion by others. \*Further, the dedication is to provide the ability to improve Little River Neck Road for construction of a center/left turn lane into the subdivision.

\*Note: "Provided approval of South Carolina Department of Transportation is obtained."

**E. PARKING REQUIREMENTS**

All parking will adhere to the proposed site plan to include provisions for parking within the driveways and within a combination of garages and driveways in tandem.

**SECTION 6: MAINTENANCE AND CONTROL**

It will be the responsibility of the Developer, and/or the owners associations, during construction to provide for the maintenance of the property within the P.D.D., including the ingress/egress easements.\* Exceptions to this include, but are not limited to, planned public roads, Maintenance responsibilities and restrictions may cover the driveways, wetlands, landscape areas, trees, parking areas, walkways, open space, common areas, buildings and other features of the development as appropriate under this Ordinance, applicable City Zoning Regulations and Subdivision Regulations. Upon execution and recording of the master declarations of conditions, covenants, and restrictions, the foregoing responsibilities shall be assumed by the applicable commercial or residential property owners' associations.

*\*Note: The developer will maintain a twenty-five (25) foot landscape buffer abutting Little River Neck Road during the construction of phase I and phase II. At completion, all landscape buffering abutting Little River Neck Road will be in accordance with the standards required by the City of North Myrtle Beach.*

**SECTION 7: TENTATIVE CONSTRUCTION SCHEDULE**

Construction will begin following receipt of permits received from the City and other regulatory bodies. Although the nature of this long-term Project prevents the Developer from providing exact completion dates, the Developer anticipates that the following services, and structures, will be in place (or if not fully in place, the cost of their construction fully bonded or letter of credit posted pursuant to applicable City laws) as described and at the times provided below. This schedule is the Developer's best estimate of construction timing for the Project, may be subject to change depending on a variety of factors affecting the overall development of the Project including, but not limited to economic and market conditions.

**PHASE I**

**SUMMER 2021 CONSTRUCTION OF PHASE I SINGLE-FAMILY, TOWNHOUSE, AMENITY AREAS AND MARINA WILL BEGIN.**

{per Section 3 Phase I-A footnote (1)}

**PHASE II**

**THE CONSTRUCTION OF PHASE II COMMERCIAL WILL BE PRIOR TO OR AT A MINIMUM OF THE 50% COMPLETION POINT OF THE TOTAL APPROVED DENSITY AS MEASURED BY BUILDING PERMIT.**

Construction will begin following receipt of permits received from the City and other regulatory bodies.

**SECTION 8: CONTRIBUTIONS FOR PUBLIC GOOD**

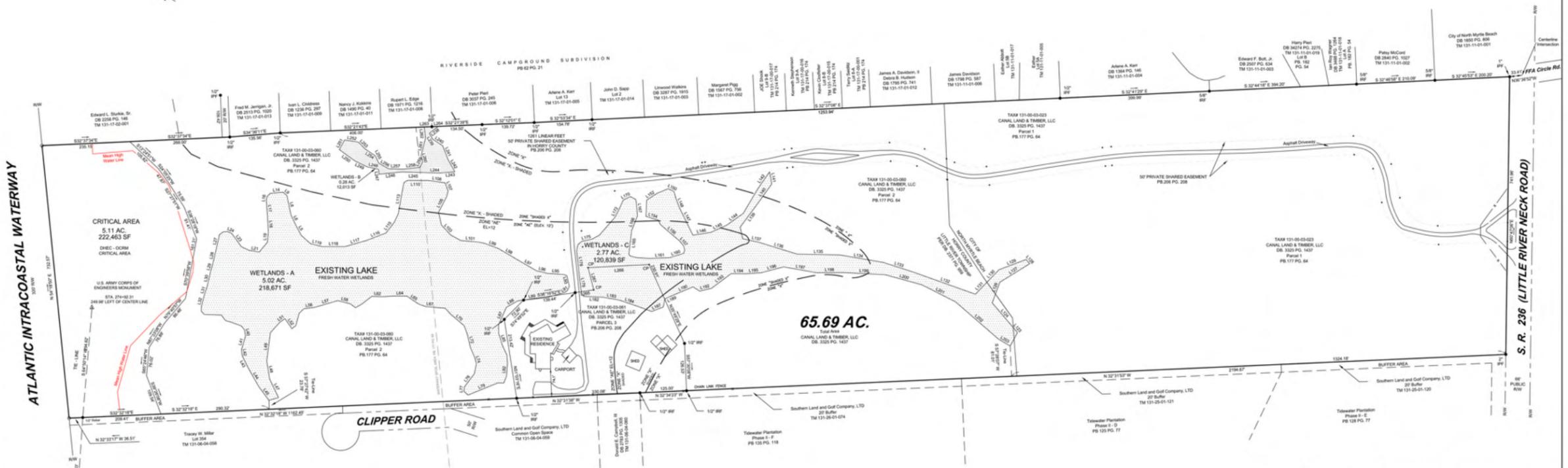
**Reference Development Agreement**

**APPENDIX A**

**PDD DOCUMENTATION (SURVEY, MASTER SITE PLAN, PHASING PLAN, MASTER WATER AND SEWER PLAN, MASTER DRAINAGE PLAN)**



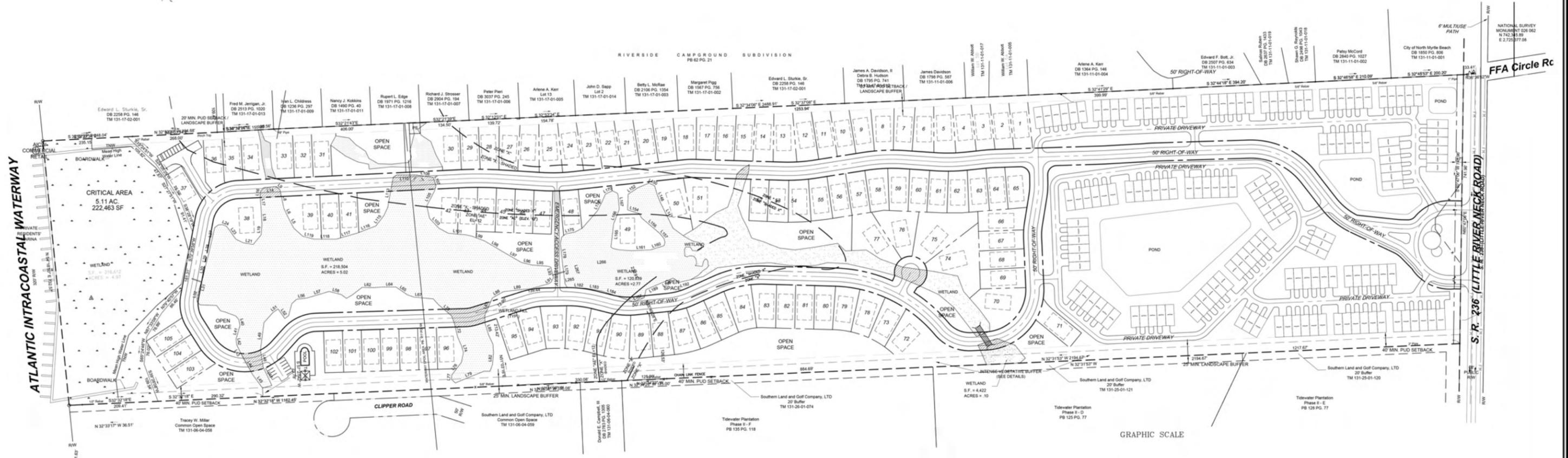
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L-1	34.73	N87°52'10"E	L-111	1.38	S79°42'00"W
L-2	27.28	N87°52'10"E	L-112	1.38	S79°42'00"W
L-3	27.28	N87°52'10"E	L-113	1.38	S79°42'00"W
L-4	27.28	N87°52'10"E	L-114	1.38	S79°42'00"W
L-5	27.28	N87°52'10"E	L-115	1.38	S79°42'00"W
L-6	27.28	N87°52'10"E	L-116	1.38	S79°42'00"W
L-7	27.28	N87°52'10"E	L-117	1.38	S79°42'00"W
L-8	27.28	N87°52'10"E	L-118	1.38	S79°42'00"W
L-9	27.28	N87°52'10"E	L-119	1.38	S79°42'00"W
L-10	27.28	N87°52'10"E	L-120	1.38	S79°42'00"W
L-11	27.28	N87°52'10"E	L-121	1.38	S79°42'00"W
L-12	27.28	N87°52'10"E	L-122	1.38	S79°42'00"W
L-13	27.28	N87°52'10"E	L-123	1.38	S79°42'00"W
L-14	27.28	N87°52'10"E	L-124	1.38	S79°42'00"W
L-15	27.28	N87°52'10"E	L-125	1.38	S79°42'00"W
L-16	27.28	N87°52'10"E	L-126	1.38	S79°42'00"W
L-17	27.28	N87°52'10"E	L-127	1.38	S79°42'00"W
L-18	27.28	N87°52'10"E	L-128	1.38	S79°42'00"W
L-19	27.28	N87°52'10"E	L-129	1.38	S79°42'00"W
L-20	27.28	N87°52'10"E	L-130	1.38	S79°42'00"W
L-21	27.28	N87°52'10"E	L-131	1.38	S79°42'00"W
L-22	27.28	N87°52'10"E	L-132	1.38	S79°42'00"W
L-23	27.28	N87°52'10"E	L-133	1.38	S79°42'00"W
L-24	27.28	N87°52'10"E	L-134	1.38	S79°42'00"W
L-25	27.28	N87°52'10"E	L-135	1.38	S79°42'00"W
L-26	27.28	N87°52'10"E	L-136	1.38	S79°42'00"W
L-27	27.28	N87°52'10"E	L-137	1.38	S79°42'00"W
L-28	27.28	N87°52'10"E	L-138	1.38	S79°42'00"W
L-29	27.28	N87°52'10"E	L-139	1.38	S79°42'00"W
L-30	27.28	N87°52'10"E	L-140	1.38	S79°42'00"W
L-31	27.28	N87°52'10"E	L-141	1.38	S79°42'00"W
L-32	27.28	N87°52'10"E	L-142	1.38	S79°42'00"W
L-33	27.28	N87°52'10"E	L-143	1.38	S79°42'00"W
L-34	27.28	N87°52'10"E	L-144	1.38	S79°42'00"W
L-35	27.28	N87°52'10"E	L-145	1.38	S79°42'00"W
L-36	27.28	N87°52'10"E	L-146	1.38	S79°42'00"W
L-37	27.28	N87°52'10"E	L-147	1.38	S79°42'00"W
L-38	27.28	N87°52'10"E	L-148	1.38	S79°42'00"W
L-39	27.28	N87°52'10"E	L-149	1.38	S79°42'00"W
L-40	27.28	N87°52'10"E	L-150	1.38	S79°42'00"W
L-41	27.28	N87°52'10"E	L-151	1.38	S79°42'00"W
L-42	27.28	N87°52'10"E	L-152	1.38	S79°42'00"W
L-43	27.28	N87°52'10"E	L-153	1.38	S79°42'00"W
L-44	27.28	N87°52'10"E	L-154	1.38	S79°42'00"W
L-45	27.28	N87°52'10"E	L-155	1.38	S79°42'00"W
L-46	27.28	N87°52'10"E	L-156	1.38	S79°42'00"W
L-47	27.28	N87°52'10"E	L-157	1.38	S79°42'00"W
L-48	27.28	N87°52'10"E	L-158	1.38	S79°42'00"W
L-49	27.28	N87°52'10"E	L-159	1.38	S79°42'00"W
L-50	27.28	N87°52'10"E	L-160	1.38	S79°42'00"W
L-51	27.28	N87°52'10"E	L-161	1.38	S79°42'00"W
L-52	27.28	N87°52'10"E	L-162	1.38	S79°42'00"W
L-53	27.28	N87°52'10"E	L-163	1.38	S79°42'00"W
L-54	27.28	N87°52'10"E	L-164	1.38	S79°42'00"W
L-55	27.28	N87°52'10"E	L-165	1.38	S79°42'00"W
L-56	27.28	N87°52'10"E	L-166	1.38	S79°42'00"W
L-57	27.28	N87°52'10"E	L-167	1.38	S79°42'00"W
L-58	27.28	N87°52'10"E	L-168	1.38	S79°42'00"W
L-59	27.28	N87°52'10"E	L-169	1.38	S79°42'00"W
L-60	27.28	N87°52'10"E	L-170	1.38	S79°42'00"W
L-61	27.28	N87°52'10"E	L-171	1.38	S79°42'00"W
L-62	27.28	N87°52'10"E	L-172	1.38	S79°42'00"W
L-63	27.28	N87°52'10"E	L-173	1.38	S79°42'00"W
L-64	27.28	N87°52'10"E	L-174	1.38	S79°42'00"W
L-65	27.28	N87°52'10"E	L-175	1.38	S79°42'00"W
L-66	27.28	N87°52'10"E	L-176	1.38	S79°42'00"W
L-67	27.28	N87°52'10"E	L-177	1.38	S79°42'00"W
L-68	27.28	N87°52'10"E	L-178	1.38	S79°42'00"W
L-69	27.28	N87°52'10"E	L-179	1.38	S79°42'00"W
L-70	27.28	N87°52'10"E	L-180	1.38	S79°42'00"W
L-71	27.28	N87°52'10"E	L-181	1.38	S79°42'00"W
L-72	27.28	N87°52'10"E	L-182	1.38	S79°42'00"W
L-73	27.28	N87°52'10"E	L-183	1.38	S79°42'00"W
L-74	27.28	N87°52'10"E	L-184	1.38	S79°42'00"W
L-75	27.28	N87°52'10"E	L-185	1.38	S79°42'00"W
L-76	27.28	N87°52'10"E	L-186	1.38	S79°42'00"W
L-77	27.28	N87°52'10"E	L-187	1.38	S79°42'00"W
L-78	27.28	N87°52'10"E	L-188	1.38	S79°42'00"W
L-79	27.28	N87°52'10"E	L-189	1.38	S79°42'00"W
L-80	27.28	N87°52'10"E	L-190	1.38	S79°42'00"W
L-81	27.28	N87°52'10"E	L-191	1.38	S79°42'00"W
L-82	27.28	N87°52'10"E	L-192	1.38	S79°42'00"W
L-83	27.28	N87°52'10"E	L-193	1.38	S79°42'00"W
L-84	27.28	N87°52'10"E	L-194	1.38	S79°42'00"W
L-85	27.28	N87°52'10"E	L-195	1.38	S79°42'00"W
L-86	27.28	N87°52'10"E	L-196	1.38	S79°42'00"W
L-87	27.28	N87°52'10"E	L-197	1.38	S79°42'00"W
L-88	27.28	N87°52'10"E	L-198	1.38	S79°42'00"W
L-89	27.28	N87°52'10"E	L-199	1.38	S79°42'00"W
L-90	27.28	N87°52'10"E	L-200	1.38	S79°42'00"W
L-91	27.28	N87°52'10"E	L-201	1.38	S79°42'00"W
L-92	27.28	N87°52'10"E	L-202	1.38	S79°42'00"W
L-93	27.28	N87°52'10"E	L-203	1.38	S79°42'00"W
L-94	27.28	N87°52'10"E	L-204	1.38	S79°42'00"W
L-95	27.28	N87°52'10"E	L-205	1.38	S79°42'00"W
L-96	27.28	N87°52'10"E	L-206	1.38	S79°42'00"W
L-97	27.28	N87°52'10"E	L-207	1.38	S79°42'00"W
L-98	27.28	N87°52'10"E	L-208	1.38	S79°42'00"W
L-99	27.28	N87°52'10"E	L-209	1.38	S79°42'00"W
L-100	27.28	N87°52'10"E	L-210	1.38	S79°42'00"W



LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L-211	48.61	N77°52'10"E	L-238	30.40	S47°37'54"W
L-212	30.40	N77°52'10"E	L-239	30.40	S47°37'54"W
L-213	30.40	N77°52'10"E	L-240	30.40	S47°37'54"W
L-214	30.40	N77°52'10"E	L-241	30.40	S47°37'54"W
L-215	30.40	N77°52'10"E	L-242	30.40	S47°37'54"W
L-216	30.40	N77°52'10"E	L-243	30.40	S47°37'54"W
L-217	30.40	N77°52'10"E	L-244	30.40	S47°37'54"W
L-218	30.40	N77°52'10"E	L-245	30.40	S47°37'54"W
L-219	30.40	N77°52'10"E	L-246	30.40	S47°37'54"W
L-220	30.40	N77°52'10"E	L-247	30.40	S47°37'54"W
L-221	30.40	N77°52'10"E	L-248	30.40	S47°37'54"W
L-222	30.40	N77°52'10"E	L-249	30.40	S47°37'54"W
L-223	30.40	N77°52'10"E	L-250	30.40	S47°37'54"W
L-224	30.40	N77°52'10"E	L-251	30.40	S47°37'54"W
L-225	30.40	N77°52'10"E	L-252	30.40	S47°37'54"W
L-226	30.40	N77°52'10"E	L-253	30.40	S47°37'54"W
L-227	30.40	N77°52'10"E	L-254	30.40	S47°37'54"W
L-228	30.40	N77°52'10"E	L-255	30.40	S47°37'54"W
L-229	30.40	N77°52'10"E	L-256	30.40	S47°37'54"W
L-230	30.40	N77°52'10"E	L-257	30.40	S47°37'54"W
L-231	30.40	N77°52'10"E	L-258	30.40	S47°37'54"W
L-232	30.40	N77°52'10"E	L-259	30.40	S47°37'54"W
L-233	30.40	N77°52'10"E	L-260	30.40	S47°37'54"W
L-234	30.40	N77°52'10"E	L-261	30.40	S47°37'54"W
L-235	30.40	N77°52'10"E	L-262	30.40	S47°37'54"W
L-236	30.40	N77°52'10"E	L-263	30.40	S47°37'54"W
L-237	30.40	N77°52'10"E	L-264	30.40	S47°37'54"W
L-238	30.40	N77°52'10"E	L-265	30.40	S47°37'54"W
L-239	30.40	N77°52'10"E	L-266	30.40	S47°37'54"W
L-240	30.40	N77°52'10"E	L-267	30.40	S47°37'54"W
L-241	30.40	N77°52'10"E	L-268	30.40	S47°37'54"W
L-242	30.40	N77°52'10"E	L-269	30.40	S47°37'54"W
L-243	30.40	N77°52'10"E	L-270	30.40	S47°37'54"W
L-244	30.40	N77°52'10"E	L-271	30.40	S47°37'54"W
L-245	30.40	N77°52'10"E	L-272	30.40	S47°37'54"W
L-246	30.40	N77°52'10"E	L-273	30.40	S47°37'54"W
L-247	30.40	N77°52'10"E	L-274	30.40	S47°37'54"W
L-248	30.40	N77°52'10"E	L-275	30.40	S47°37'54"W
L-249	30.40	N77°52'10"E	L-276	30.40	S47°37'54"W
L-250	30.40	N77°52'10"E	L-277	30.40	S47°37'54"W
L-251	30.40	N77°52'10"E	L-278	30.40	S47°37'54"W
L-252	30.40	N77°52'10"E	L-279	30.40	S47°37'54"W
L-253	30.40	N77°52'10"E	L-280	30.40	S47°37'54"W
L-254	30.40	N77°52'10"E	L-281	30.40	S47°37'54"W
L-255	30.40	N77°52'10"E	L-282	30.40	S47°37'54"W
L-256	30.40	N77°52'10"E	L-283	30.40	S47°37'54"W
L-257	30.40	N77°52'10"E	L-284	30.40	S47°37'54"W
L-258	30.40	N77°52'10"E	L-285	30.40	S47°37'54"W
L-259	30.40	N77°52'10"E	L-286	30.40	S47°37'54"W
L-260	30.40	N77°52'10"E	L-287	30.40	S47°37'54"W
L-261	30.40	N77°52'10"E	L-288	30.40	S47°37'54"W
L-262	30.40	N77°52'10"E	L-289	30.40	S47°37'54"W
L-263	30.40	N77°52'10"E	L-290	30.40	S47°37'54"W
L-264	30.40	N77°52'10"E	L-291	30.40	S47°37'54"W
L-265	30.40	N77°52'10"E	L-292	30.40	S47°37'54"W
L-266	30.40	N77°52'10"E	L-293	30.40	S47°37'54"W
L-267	30.40	N77°52'10"E	L-294	30.40	S47°37'54"W
L-268	30.40	N77°52'10"E	L-295	30.40	S47°37'54"W
L-269	30.40	N77°52'10"E	L-296	30.40	S47°37'54"W
L-270	30.40	N77°52'10"E	L-297	30.40	S47°37'54"W
L-271	30.40	N77°52'10"E	L-298	30.40	S47°37'54"W
L-272	30.40	N77°52'10"E	L-299	30.40	S47°37'54"W
L-273	30.40	N77°52'10"E	L-300	30.40	S47°37'54"W

**Notes**

- THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM AND BEING DETERMINED BY SURVEYING A 100' BY 100' SUBMITTANT PROPERTY AND GEODETIC CONTROL MONUMENT TO THE STATE PLANE GRID ADJACENT TO THE GEODETIC CONTROL MONUMENT TO THE STATE PLANE MONUMENT TO BE USED FOR BASE BEARINGS.
- THIS PROPERTY APPEARS TO BE LOCATED WITHIN AND ACCORDANCE WITH FEMA FLOOD HAZARD ZONE X (AN AREA NOT SUBJECT TO FLOOD HAZARD). FLOOD HAZARD ZONE X (SHADED) IS AS SHOWN ON THE FLOOD HAZARD MAP SHOWN ON FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 100-00-00-000 H. MAP NUMBER 400000011. MAP DATE AUG. 21, 1999. AND IS SUBJECT TO VERIFICATION BY THE LOCAL FEMA AUTHORITY. LOCATION OF FLOOD HAZARD BOUNDARY LINES SHOWN HEREON ARE APPROXIMATE. THE LOCATIONS WERE OBTAINED FROM FLOOD INSURANCE RATE MAPS MENTIONED ABOVE.

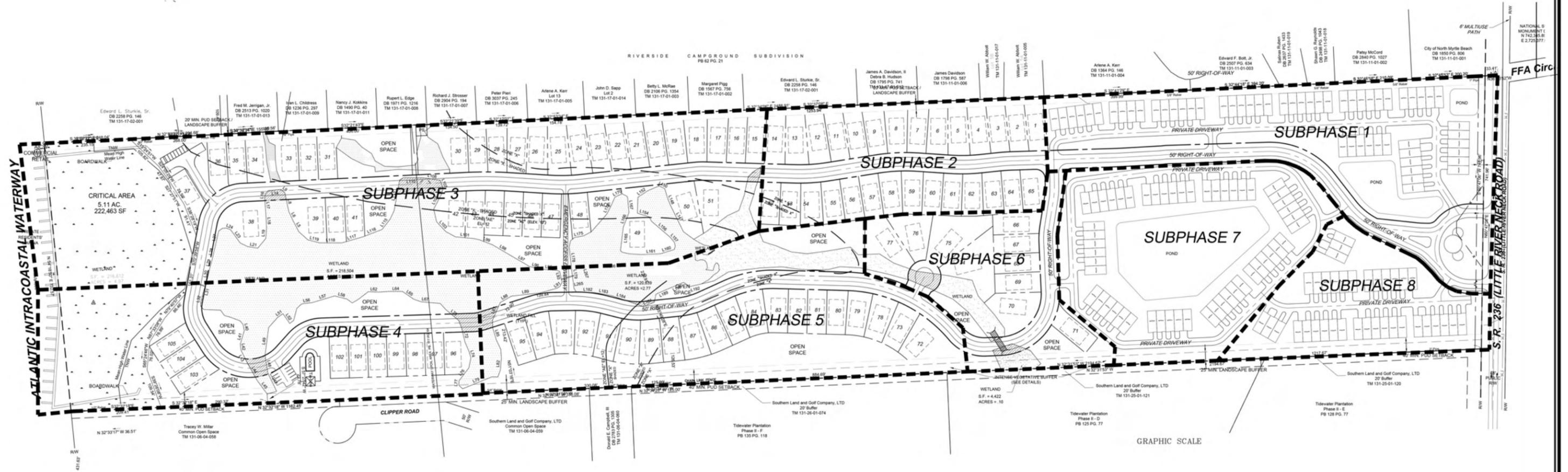


# HOPE POINTE PDD MASTER PLAN

City of North Myrtle Beach, SC

Prepared For: NVR, INC  
3/4/21

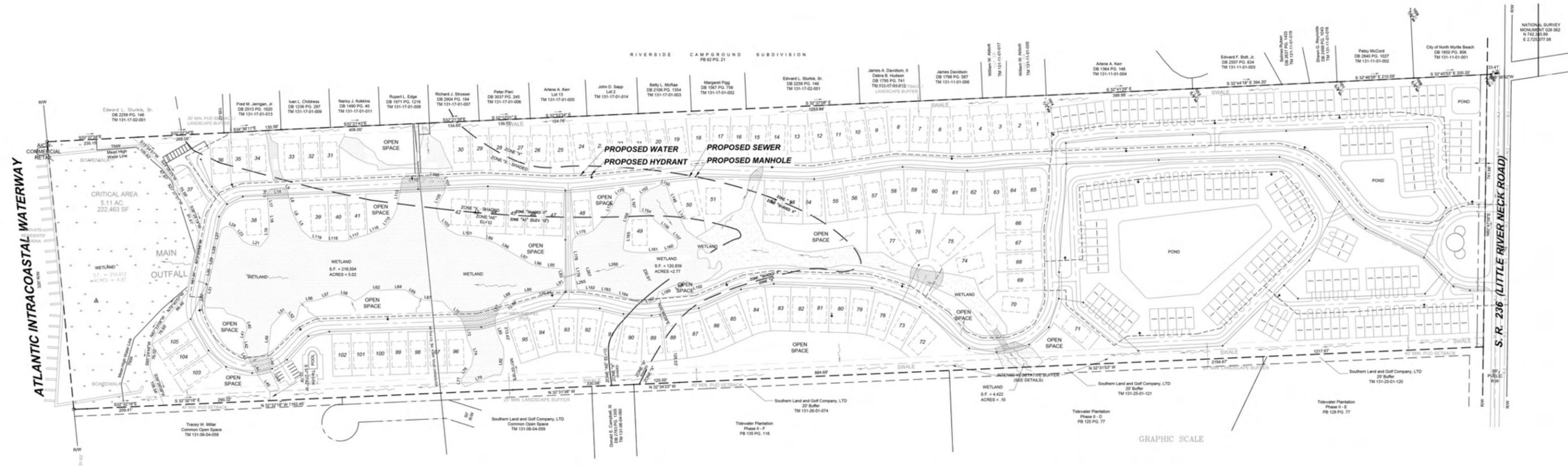
TOWNHOMES - 146 UNITS  
SINGLE-FAMILY - 105 LOTS (52' x 120' TYP)



# HOPE POINTE PDD SUBPHASING PLAN

City of North Myrtle Beach, SC

Prepared For: NVR, INC  
3/4/21



# HOPE POINTE PDD WATER/SEWER/DRAINAGE

City of North Myrtle Beach, SC

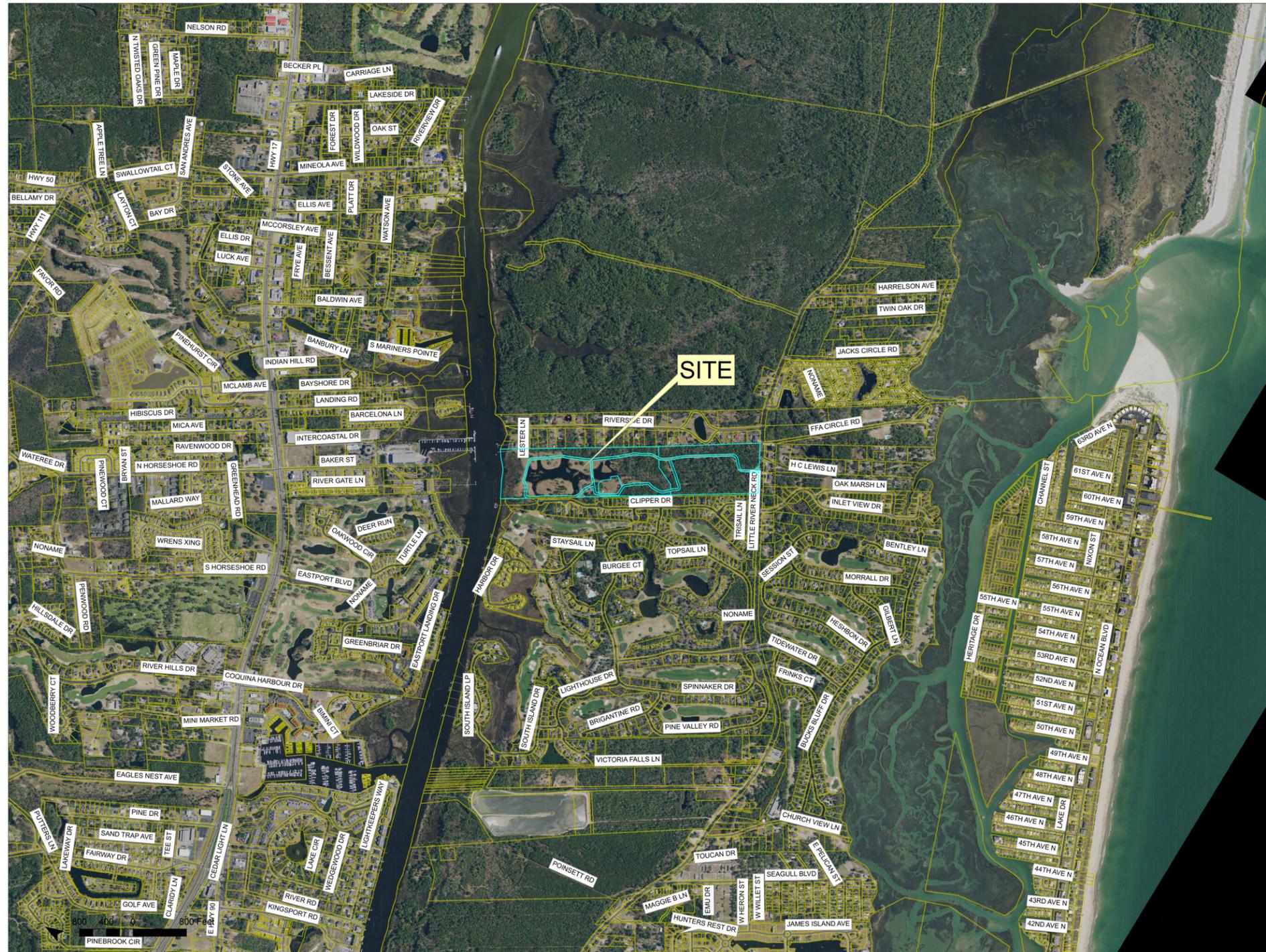
Prepared For: NVR, INC  
3/3/21

**LEGEND**

- WATER FLOW
- PROPOSED STRUCTURE
- WATER LINE
- SANITARY SEWER LINE
- HYDRANT LOCATION

**APPENDIX B**

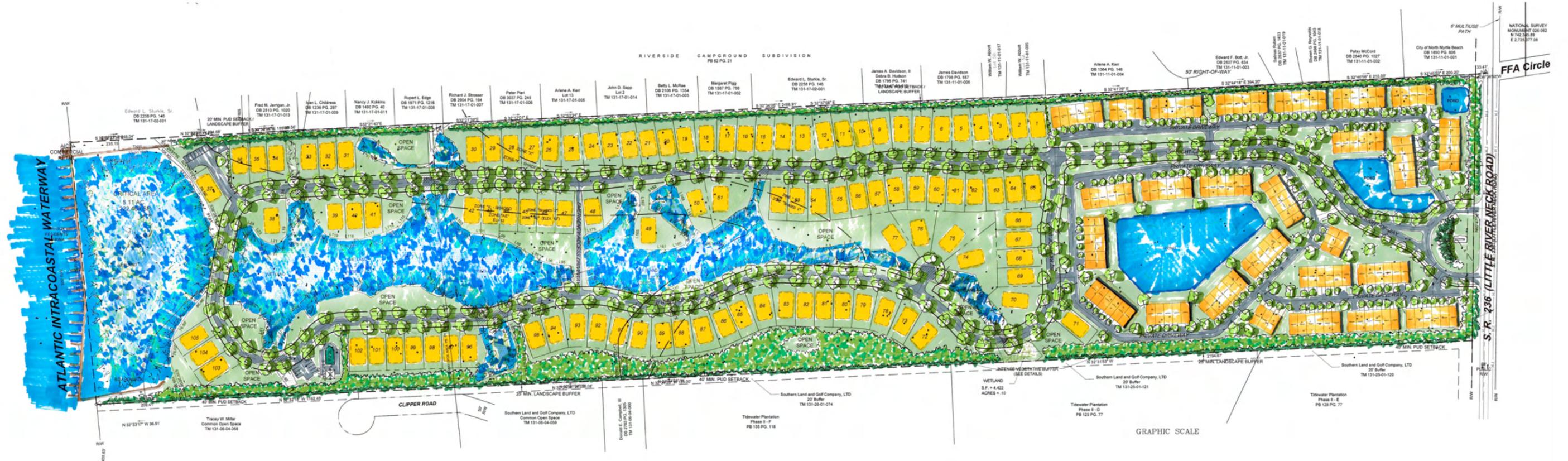
**HOPE POINTE P.D.D. VICINITY MAP AND ILLUSTRATIVE MASTER PLAN**



# HOPE POINTE PDD VICINITY MAP

City of North Myrtle Beach, SC

Prepared For: NVR, INC  
3/4/21



# Hope Pointe PDD

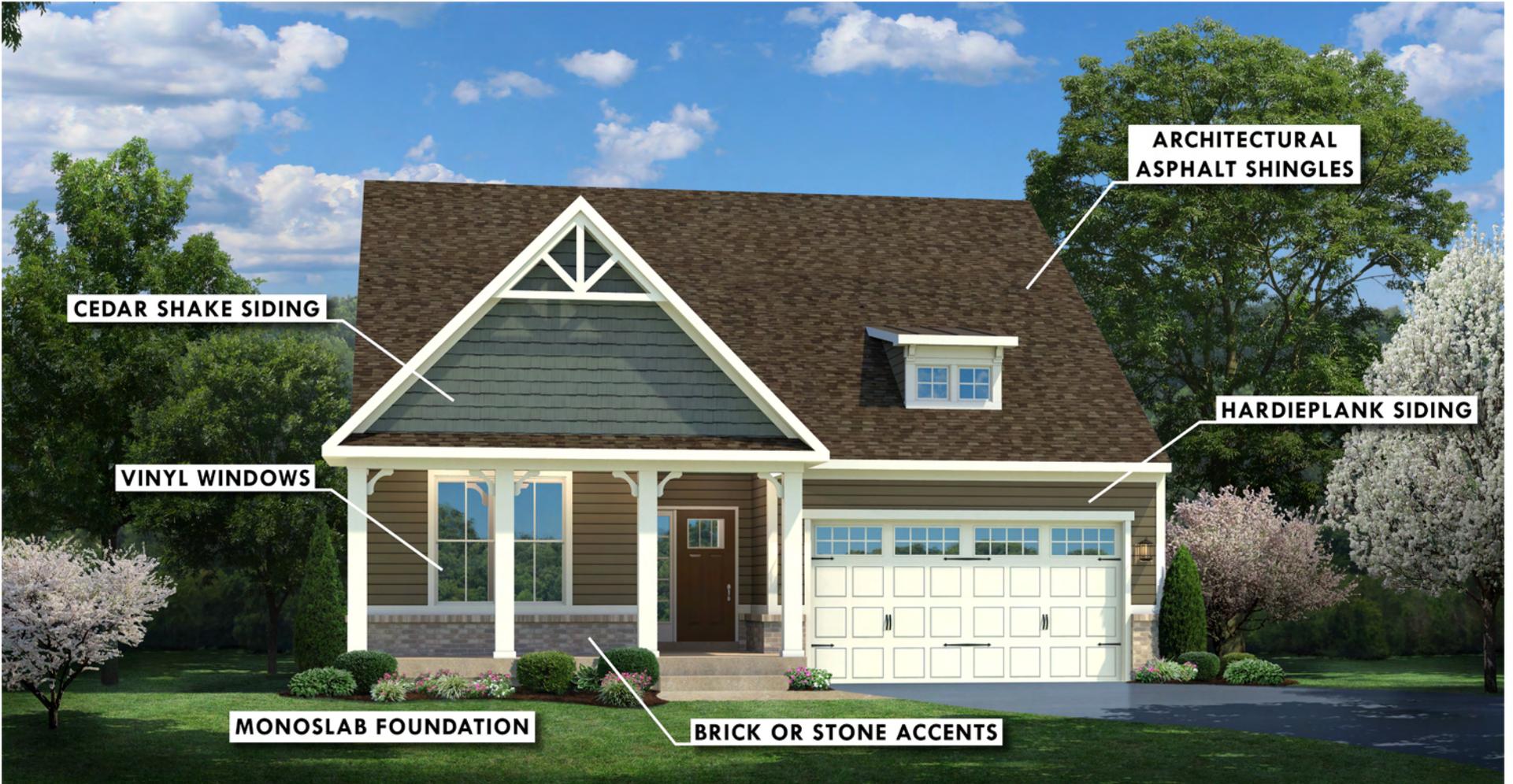
## ILLUSTRATIVE PLAN

City of North Myrtle Beach, SC

Prepared For: NVR, INC  
3/4/21

**APPENDIX C**

**TYPICAL PROJECT ELEVATIONS**





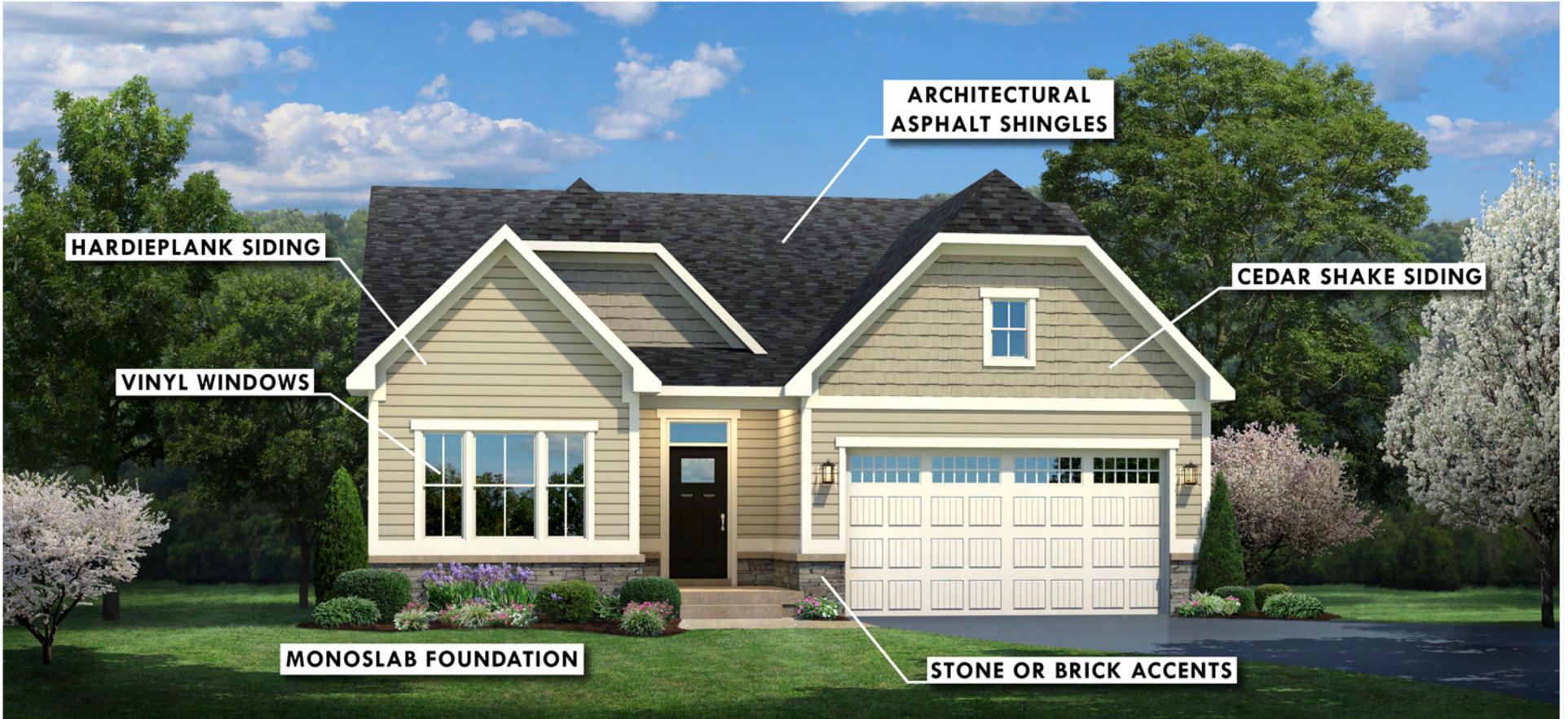












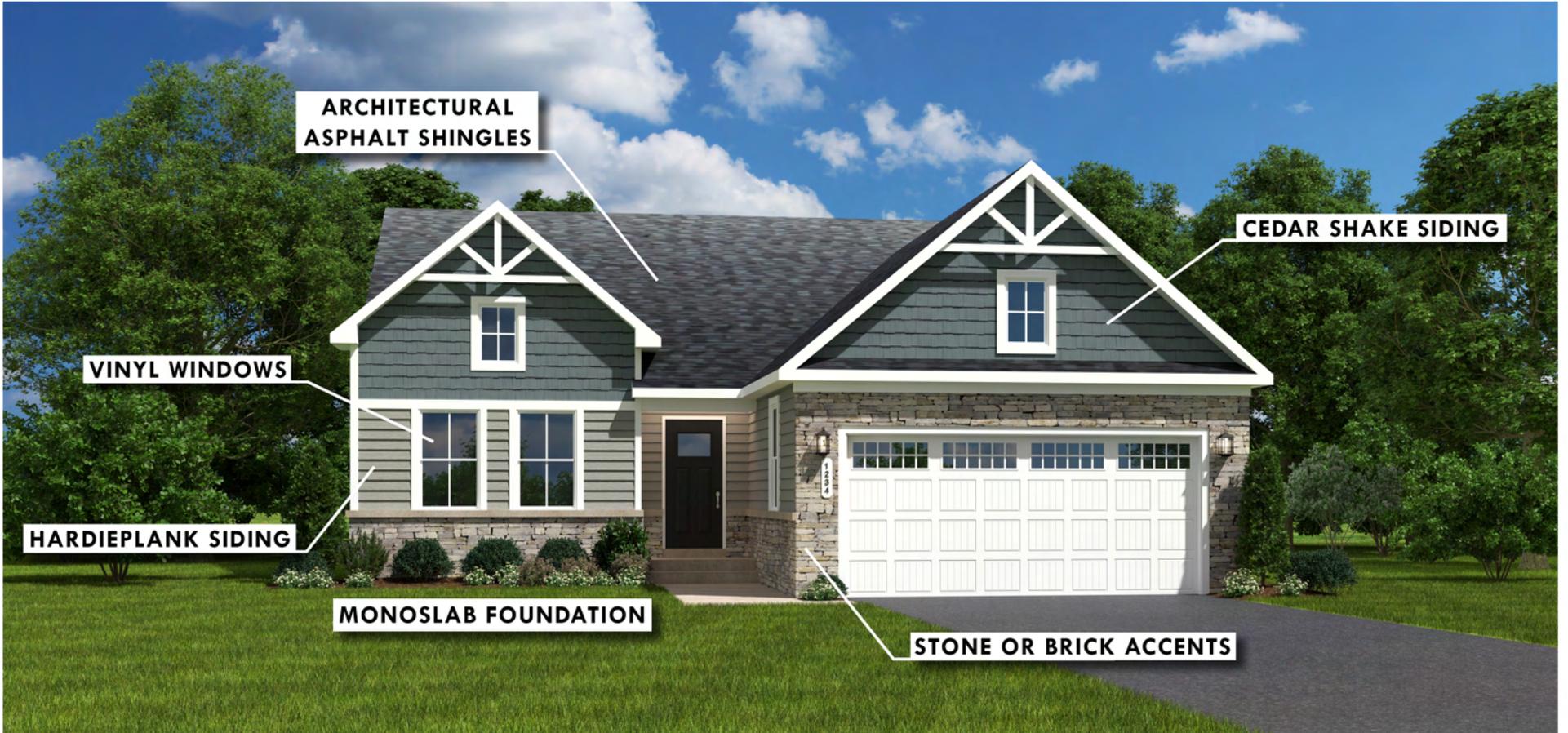


ELEVATION 9



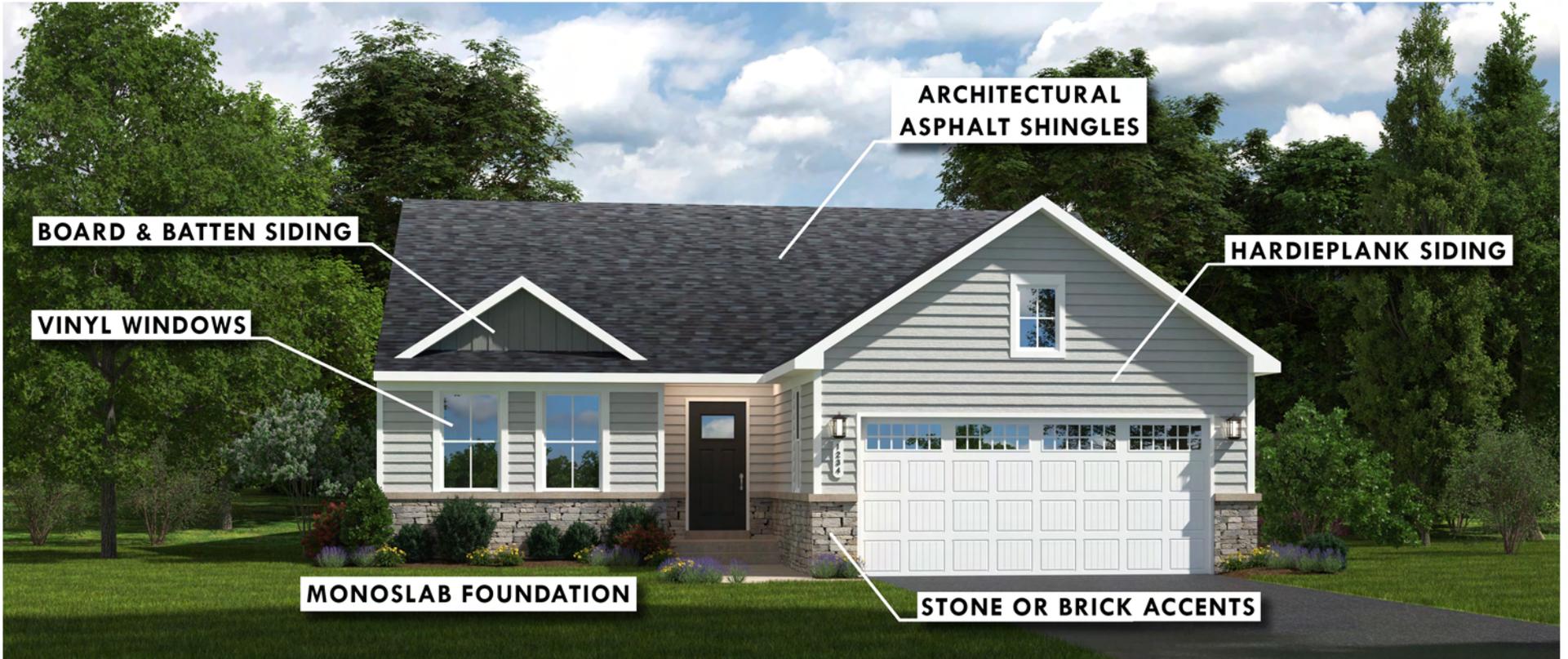






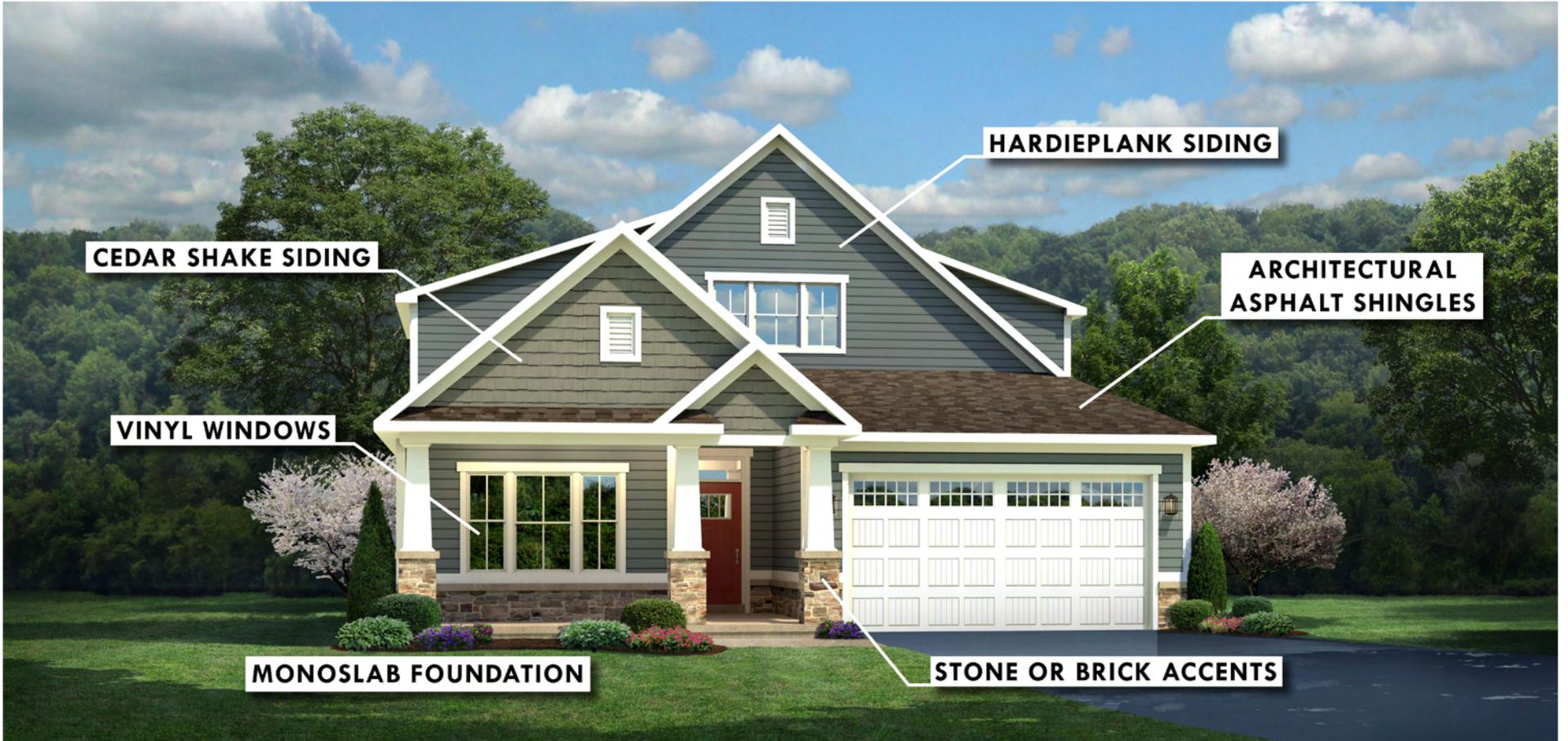






















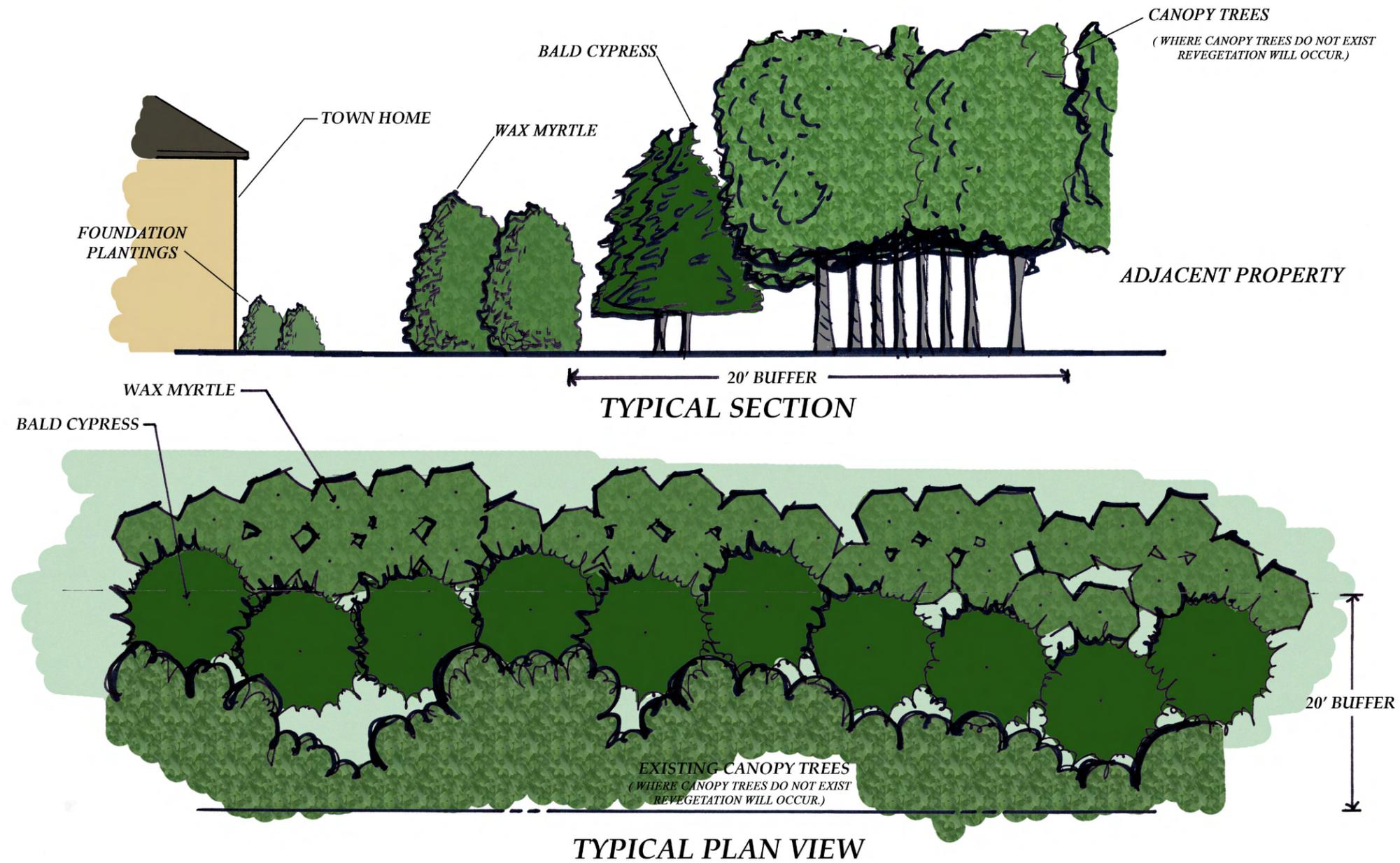


**MATERIALS:**STANDING SEAM METAL ROOF, HARDIE PLANK SIDING

**ELEVATION 25**

**APPENDIX D**

**CONCEPTUAL LANDSCAPING PLANT LOCATION INCLUDING PROPOSED BUFFER PLANTINGS,  
CONCEPTUAL LANDSCAPING PLAN AND PLANT MATERIALS LIST**

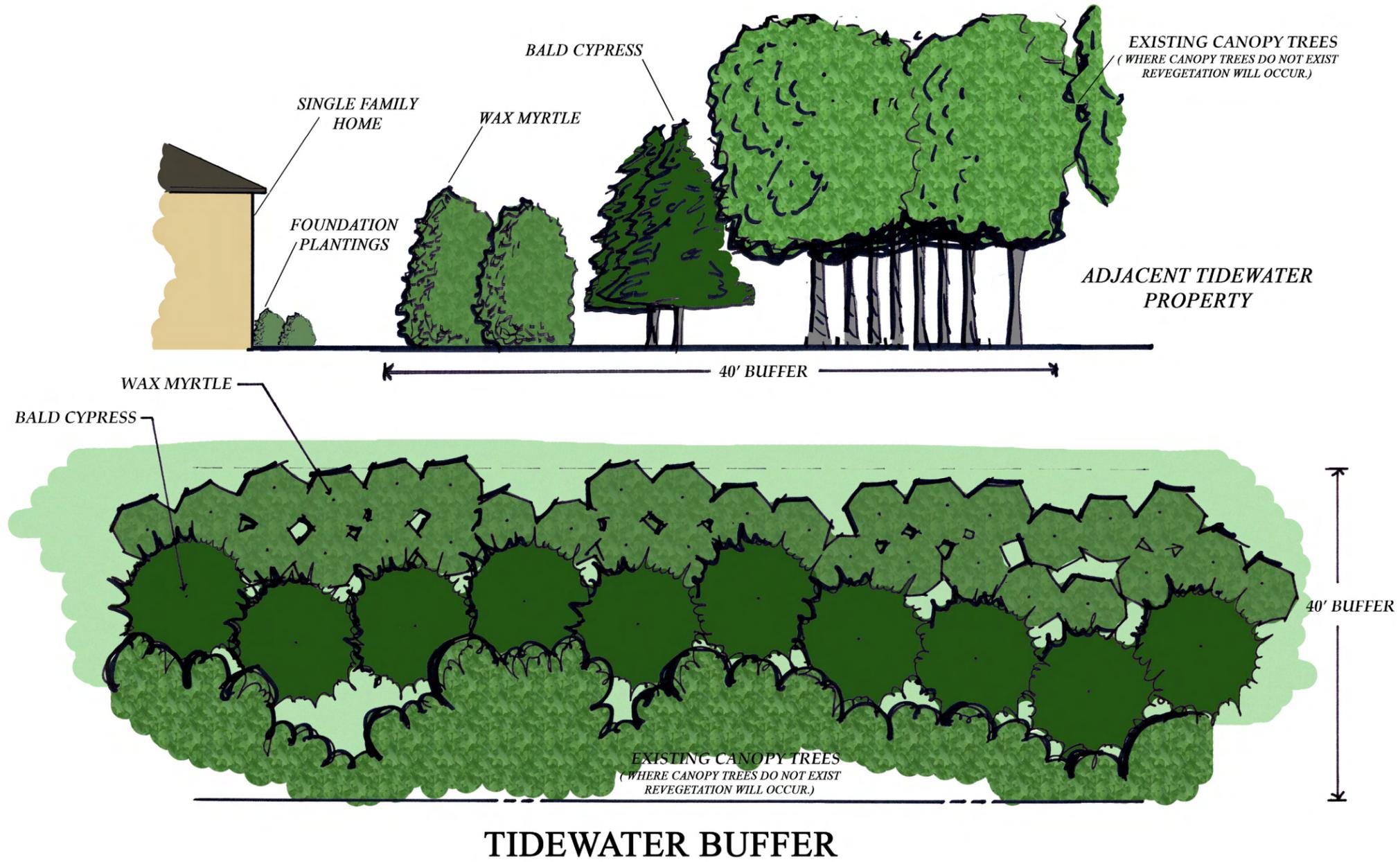


# HOPE POINTE PDD

## BUFFER 1

City of North Myrtle Beach, SC

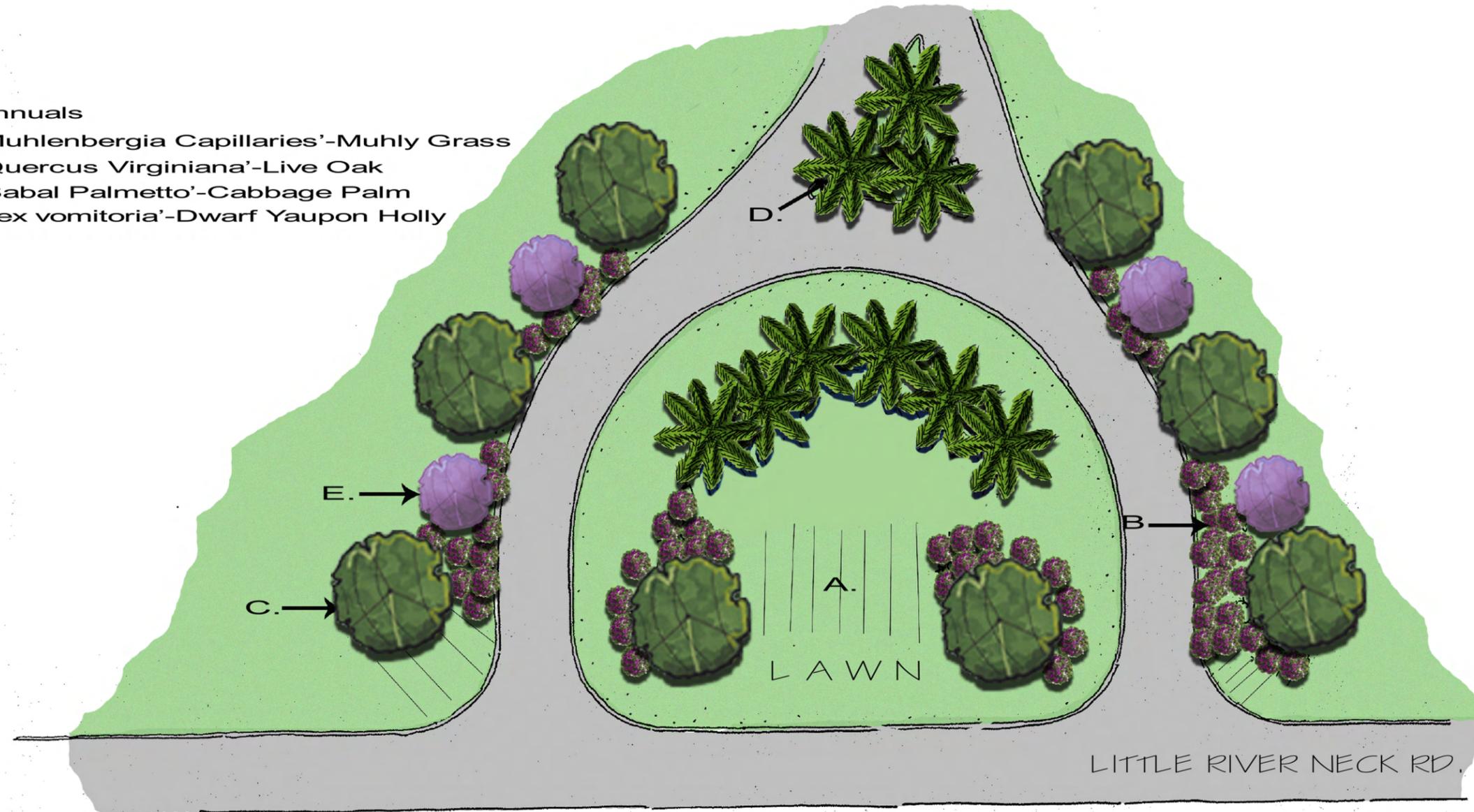
Prepared For: NVR, INC  
3/4/21



HOPE POINTE PDD  
**BUFFER 2**  
City of North Myrtle Beach, SC

Prepared For: NVR, INC  
3/4/21

- A.- Annuals
- B.- 'Muhlenbergia Capillaries'-Muhly Grass
- C.- 'Quercus Virginiana'-Live Oak
- D.- 'Sabal Palmetto'-Cabbage Palm
- E.- 'Ilex vomitoria'-Dwarf Yaupon Holly



# HOPE POINTE PDD CONCEPTUAL LANDSCAPE

City of North Myrtle Beach, SC

Prepared For: NVR, INC  
3/4/21

**APPENDIX E**  
**SEWER AND WATER FLOW CALCULATIONS**

**APPENDIX F**  
**SITE AERIAL PHOTOGRAPHS**



# HOPE POINTE PDD AERIAL IMAGE

City of North Myrtle Beach, SC

Prepared For: NVR, INC  
3/4/21

**APPENDIX G**  
**TYPICAL LIGHTING**



Santee Cooper Light the Night Collection

**APPENDIX H**

**SIGNAGE**



Entrance & Monument Layout



Entrance & Monument Layout  
PERSPECTIVE

# HOPE POINTE PDD SIGN

City of North Myrtle Beach, SC

Prepared For: NVR, INC  
3/4/21

**7C. DEVELOPMENT AGREEMENT ASSOCIATED WITH THE MAJOR PLANNED DEVELOPMENT DISTRICT (PDD) AMENDMENT CASE Z-21-6 AND REVISIONS TO THE ESPERANZA 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 Esperanza PDD. The proposal is known as Hope Pointe PDD and is off Little River Neck Road.

Mr. Robert S. Guyton:

Authorized agent for NVR, INC., a Virginia corporation, all of its permitted assignees, and all successors in title or lessees who undertake development of the property as a developer or who are transferred development rights and obligations, seeks to enter into this Development Agreement with the City of North Myrtle Beach for the Hope Point [formerly Esperanza] Planned Development District covering 65.69 acres of private property generally located off Little River Neck Road (identified by PIN 352-00-00-0001, 312-00-00-0470, and 312-13-03-0035).

Development of the property is determined by the approved Hope Pointe PDD consisting of not less than 220 total units and not more than 260 total units of single family detached and townhomes at a maximum height of 35 feet in height, with commercial uses and amenities not exceeding 42 feet. The master site plan governing approval of the PDD indicates a total of 251 units.

The Development Agreement provides for the following:

#### ITEMS of NOTE

1. The term of agreement is for five years with automatic extensions for another two, five-year terms if in good standing and diligently pursuing development of the property.
2. As is typical with development agreements, the City of North Myrtle Beach's Code of Ordinances and Land Development Regulations effectively "freeze" at the time of this agreement for the entirety of the term unless changes are agreed to by the city and developer.

#### FEES and PUBLIC BENEFITS

1. NVR, INC. agrees to pay to the city at building permit issuance a Beach Access Parking Fee of \$1,100 for each residential unit or lot, together with a Park Enhancement Fee of \$200 per residential unit or lot, to total \$1,300.
2. NVR, INC. agrees to contribute \$33,000 to the city at the time of preliminary plat submittal for each of the eight phases within the PDD, totaling \$264,000, provided that the full amount is received by the city on the tenth anniversary of approval, regardless of phase completion.

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 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, June 21, 2021.

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

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT (“*Agreement*”)** is made and entered this \_\_\_ day of \_\_\_\_\_, 2021, by and between **NVR, INC.**, a Virginia corporation, its affiliates, subsidiaries, successors and assigns (“***Developer***”), and the governmental authority of the **CITY OF NORTH MYRTLE BEACH**, a body politic under the laws of the State of South Carolina (“***City***”).

**WHEREAS**, the legislature of the State of South Carolina has enacted the “South Carolina Local Government Development Agreement Act” (the “***Act***”), as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended; and

**WHEREAS**, Section 6-31-10(B)(1) of the Act recognizes that “[t]he lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning”; and

**WHEREAS**, Section 6-31-10(B)(6) of the Act also states that “[d]evelopment agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the development agreement or in any way hinder, restrict, or prevent the development of the project. Development agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State”; and

**WHEREAS**, the Act further authorizes local governments, including municipal governments, to enter into development agreements with developers to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and

**WHEREAS**, the City seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed development and a stable and viable tax base; and

**WHEREAS**, Canal Land & Timber, LLC, a South Carolina limited liability company (the “***Owner***”) is the legal owner of the Property hereinafter defined and have given permission to Developer, the equitable owner of the Property, to enter into this Agreement with the City; and

**WHEREAS**, the City finds that the program of development for this Property (as hereinafter defined) proposed by Developer over approximately the next ten (10) years or as extended as provided herein is consistent with the City’s comprehensive land use plan and land development regulations, and will further the health, safety, welfare and economic wellbeing of the City and its residents; and

**WHEREAS**, the development of the Property and the program for its development presents an opportunity for the City to secure quality planning and growth, protection of the environment, and to strengthen the City’s tax base; and

**WHEREAS**, the City, at the request of the Developer, has approved the Hope Pointe Planned Development District (“**PDD**”), in lieu of the previously approved Esperanza P.U.D, as the applicable ordinance for the development of the Property, together with this Agreement, on or about the \_\_\_\_ day of \_\_\_\_\_, 2021; and

**WHEREAS**, this Agreement is being made and entered into between Developer and the City, under the terms of the Act, for the purpose of providing assurances to Developer that it may proceed with its development plan under the terms hereof, consistent with its approved zoning (as hereinafter defined) without encountering future changes in law which would materially affect the Developer’s ability to develop the Property under its approved zoning, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the City;

**NOW THEREFORE**, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both the City and Developer by entering this Agreement, and to encourage well planned development by Developer, the receipt and sufficiency of such consideration being hereby acknowledged, the City and Developer hereby agree as follows:

1. **INCORPORATION.** The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth under Section 6-31-10(B) of the Act.
2. **DEFINITIONS.** As used herein, the following terms mean:

“**Act**” means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; attached hereto as **Exhibit “A”**.

“**Code of Ordinances**” means the Code of Ordinances for the City, as amended and in effect as of the date hereof, including the PDD, as the same may be amended from time to time, a complete copy of which is on file in the City’s office.

“**Developer**” means NRV, Inc., a Virginia corporation, all of its permitted assignees, and all successors in title or lessees who undertake development of the Property as a Developer or who are transferred Development Rights and Obligations.

“**Developer Default**” for purposes of this Agreement, Developer Default shall mean that (i) Developer has breached the specific obligations of this Agreement, and, following prior written notice from the City, has failed to cure such breach within Thirty (30) days of the date of written notice from the City; or (ii) Developer has failed to continue with Development Work, as defined in this Agreement, on the Property for a period of more than Six (6) months, and, following prior written notice from the City, has failed to cure such breach within Thirty (30) days of the date of written notice from the City.

“**Developer Default Remedy**” notwithstanding any other remedy that may be available to the City at law, or in equity, as a result of a Developer Default, Developer and the City agree that the City may elect to (i) withhold issuance of building permits until such Developer Default is cured;

or (ii) seek injunctive relief to stop any such continuing Developer Default.

**“Development Rights and Obligations”** means the rights, obligations, benefits and approvals of the Developer(s) under the Planned Development District and this Agreement.

**“Development Work”** means the periodic operation of development activities on the Property, which include, but are not limited to clearing, grading, erosion control, site work, and landscaping under the terms of a written contract with the Developer.

**“Land Development Regulations”** means the Land Development Regulations for the City, as amended and in effect as of the date hereof, which includes the Complete Streets Ordinance of the City, a complete copy of which is attached hereto as **Exhibit “E”**, as the same may be amended by the PDD, or further amended from time to time pursuant to this Agreement.

**“Master Site Plan”** means that certain conceptual master site plan prepared by Developer and approved under the PDD, as defined below, a copy of which is attached hereto as **Exhibit “D”**, as it may be amended from time to time pursuant to the PDD, this Agreement or the Code of Ordinances.

**“Master Site Plan Revisions”** means the revision of the Master Site Plan as attached hereto, and incorporated in the PDD, which revisions are 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 the Development Agreement.

**“PDD”** means the Hope Pointe Planned Development District ordinance for the Property, which is approved by the City on or about the \_\_\_ day of \_\_\_\_\_, 2021, a copy of which is attached hereto as **Exhibit “C”**.

**“Owners Association”** means a legal entity formed by Developer pursuant to South Carolina statutes which is responsible for the enforcement of neighborhood restrictions and covenants, and for the maintenance and upkeep of any common areas and/or community infrastructure developed under this Agreement, but not accepted by the City for perpetual ownership and maintenance, to include but not be limited to: private drives and alleyways, common areas, neighborhood parks and recreational facilities, and storm water management systems.

**“Project”** means a Ryan Homes branded master planned community to included both single family detached lots and single family attached townhome lots, with required commercial components and related amenities project envisioned by the PDD and the Master Site Plan and approved by the City pursuant to this Agreement and the Code of Ordinances, as the same may be amended from time to time pursuant to this Agreement.

**“Property”** means that tract of land described on **Exhibit “B”**.

**“Ryan Homes”** means the name under which the Developer intends to market, construct and sell homes within the PDD, which brand incorporates superior amenities, landscaping and

community activities, thereby providing acceptable benefits to the City as a result of such branding, in exchange for the provisions of the PDD, and this Agreement.

“*Term*” means the duration of this Agreement as set forth in Section 3 hereof.

3. TERM. The Developer represents and warrants that the Property consists of a total of not less than 25 acres and not more than 250 acres of “highland” within the meaning given that term by the Act. The term of this Agreement shall commence on the date on which this Agreement is executed by the City and the Developer and shall terminate on the date which is five (5) years from the date of execution, provided, however, that, so long as the Developer is not in default (after being provided with notice and opportunity to cure as set forth below) of this Agreement, and the Project has not been completed, at the conclusion of the initial five-year term, provided Developer is not in default hereunder, and has continued to diligently pursue development of the Property, the termination date of this Agreement shall be automatically extended by both the City and the Developer for up to Two (2) additional five-year terms. Notwithstanding the terms and provisions in this Section or elsewhere in this Agreement to the contrary, if a court of competent jurisdiction hereafter determines that the length of the Term, or the provision for extension of the Term set forth above, exceeds the maximum term allowed under the Act and if all applicable judicial appeal periods have expired without such determination being overturned, then the Term of this Agreement relative to all or specific affected portions of the Property shall be reduced to the maximum permissible term under the Act, as determined by a court of competent jurisdiction.

4. DEVELOPMENT OF THE PROPERTY. The Property shall be developed in accordance with this Agreement, the PDD, the Code of Ordinances, and other applicable land development regulations required by the City (except as may be amended or superseded by the PDD or this Agreement), State, and/or Federal Government. The City shall, throughout the Term, maintain or cause to be maintained a procedure for the processing of reviews as contemplated by the PDD, this Agreement and the Code of Ordinances. The City shall review applications for development approval based on the development standards adopted as a part of the Code of Ordinances, unless such standards are superseded by the terms of the PDD or this Agreement, in which case the terms of the PDD or this Agreement shall govern.

5. CONVEYANCES OF PROPERTY AND ASSIGNMENT OF DEVELOPMENT RIGHTS AND OBLIGATIONS. The City agrees with Developer, for itself and its successors and assigns, including successor Developer(s), as follows:

A. Conveyance of Property. In accordance with the Act, the burdens of this Agreement shall be binding on, and the benefits of this Agreement shall inure to, all successors in interest and assigns of all parties hereto, except for Excluded Property, as such term is defined below. For the purposes of this Agreement, “*Excluded Property*” means property that is conveyed by the Developer to a third party and is: (i) a single-family residential lot for which a certificate of occupancy has been issued; (ii) a parcel for which certificates of occupancy have been issued and on which no additional residential structures can be built under local ordinances governing land development; (iii) any other type of lot for which a certificate of occupancy has been issued and which cannot be further subdivided into one or more unimproved lots or parcels under local ordinances governing land development; or (iv) a single-family residential lot which has been subdivided and platted and is not capable of further subdivision without the granting of a variance. Excluded Property shall at all times be subject to the Code of Ordinances of the City, including the PDD, and those incorporated in this

Agreement. The conveyance by a Developer of Excluded Property shall not excuse that Developer from its obligation to provide infrastructure improvements within such Excluded Property in accordance with this Agreement.

B. Assignment of Development Rights and Obligations. The Developer, or any subsequent developer, shall be entitled to assign and delegate the Development Rights and Obligations to a subsequent purchaser of all or any portion of the Property with the consent of the City, provided that such consent shall not be unreasonably withheld or delayed. The City understands that any such assignment or transfer by the Developer of the Development Rights and Obligations shall be non-recourse as to the assigning Developer. Upon the assignment or transfer by Developer of the Development Rights and Obligations, then the assigning Developer shall not have any responsibility or liability under this Agreement. For purposes of this Section 5, the following activities on the part of Developer shall not be deemed “development of the Property”: (i) the filing of this Agreement, the PDD and Master Site Plan and the petitioning for or consenting to any amendment of this Agreement, the PDD or the Code of Ordinances; (ii) the subdivision and conveyance of any portions of the Property to the City as contemplated under this Agreement; (iii) the subdivision and conveyance of the portion of the Property designated as “Open Space” on the Master Site Plan to any person or entity so long as the same shall be restricted in use to “open space”; (iv) the subdivision and conveyance of portions of the Property, not to exceed in the aggregate one (1) acre, more or less, provided that such conveyances shall be deed-restricted to single-family residential use; (v) the conveyance of easements and portions of the Property for public utility purposes; (vi) the conveyance of portions of the Property to public entities in the case of any road realignments or grants of road rights of way; (vii) the marketing of the Property as contemplated under this Agreement; and (viii) any other activity which would not be deemed “development” under the Act.

6. DEVELOPMENT SCHEDULE. The Property shall be developed in accordance with the development schedule, attached as Exhibit “F” (the “*Development Schedule*”). Developer shall keep the City informed of its progress with respect to the Development Schedule as a part of the required Compliance Review process set forth in Section 13 below. Pursuant to the Act, the failure of the Developer to meet the development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to any change in economic conditions, the occurrence of an act of God (including natural disasters), an act of war, an act of terrorism, civil disturbance, strikes, lockouts, fire, flood, hurricane, unavoidable casualties, a health crisis which results in a limitation on business activities in the City extending for a period of more than thirty (30) days, or any other cause or causes beyond the reasonable control of the Developer (collectively “*Force Majeure*”), and the Developer’s good faith efforts made to attain compliance with the development schedule. As further provided in the Act, if the Developer requests a modification of the dates set forth in the development agreement and is able to demonstrate that there is good cause to modify those dates, such modification shall not be unreasonably withheld or delayed by the City.

7. USES AND DENSITY. Development of the Property shall be determined in accordance with the PDD and the Code of Ordinances, as the same may be amended from time to time pursuant to this Agreement, provided that the initial PDD, as approved by the City shall include not less than 220 total units of both single family residential lots, and single family attached townhome lots, and not more than 260 total units of both single family residential lots, and single family attached townhome lots, at a maximum height of 35 feet, commercial uses and amenities may

not exceed 42 feet in height.

8. EFFECT OF FUTURE LAWS. Developer shall have vested rights to undertake development of any or all of the Property in accordance with the Code of Ordinances, the PDD, and the Land Development Regulations, as amended and in effect at the time of this Agreement, for the entirety of the Term. Future enactments of, or changes or amendments to the Code of Ordinances, the PDD, and the Land Development Regulations, which conflict with this Agreement shall apply to the Property only if permitted pursuant to the Act, and agreed to in writing by the Developer and the City. The parties specifically acknowledge that building moratoria or permit allocations enacted by the City during the Term of this Agreement or any adequate public facilities ordinance as may be adopted by the City shall not apply to the Project except as may be allowed by the Act or otherwise agreed to in writing by the Developer and the City.

The parties specifically acknowledge that this Agreement shall not prohibit the application of any present or future building, housing, electrical, plumbing, gas or other standard codes, of any tax or fee of general application throughout the City, provided such fees are applied consistently and in the same manner to all single family properties within the City. Notwithstanding the above, the City may apply subsequently enacted laws to the Property only in accordance with the Act and this Agreement.

9. INFRASTRUCTURE AND SERVICES. The City and Developer recognize that the majority of the direct costs associated with the development of the Property will be borne by the Developer. Subject to the conditions set forth herein, the parties make specific note of and acknowledge the following:

A. Potable Water. The City represents that it has available sufficient supply to potable water to serve the Property. Potable water will be supplied to the Property by the City upon request of the Developer and subject to the provisions of this Section 9.A., provided that the Developer keeps the City informed in writing of its progress with respect to the Development Schedule as set forth in Section 6. The City's obligation to provide potable water for use within the Property is subject to any delay in the availability of water capacity or transmission facilities caused by Force Majeure. "***Force Majeure***" means the occurrence of an act of God (including natural disasters), an act of war, an act of terrorism, civil disturbance, strikes, lockouts, fire, flood, hurricane, unavoidable casualties, a health crisis which results in a limitation on business activities in the City extending for a period of more than thirty (30) days, or any other cause or causes beyond the reasonable control of the City. Developer will construct or cause to be constructed at Developer's cost all necessary water service infrastructure to, from, and within the Property per City specifications which will be maintained by it or the provider. The Developer shall be responsible for maintaining all related internal water infrastructure until offered to, and accepted by, the City for public ownership and maintenance. Upon final inspection and acceptance by the City, the Developer shall provide a twelve (12) month warranty period for all water infrastructure constructed to serve the Project.

Subject to the provisions of Section 9.N below, the Property shall be subject to all current water capacity fee/hookup charges ("***Water Impact Fees***") imposed by the City, provided such fees are applied consistently and in the same manner to all similarly-situated property within the City limits. In particular, subject to the limitations of Section 9.N below, the Developer agrees that it shall not seek any exemptions for any portions of the Property from any current Water Impact Fees (so long as such development impact fees are applied consistently and in the same manner to all

similarly-situated property within the City limits. Subject to the limitations of Section 9.N below, Developer shall be responsible for paying all such Water Impact Fees but not until application for a building permit for the vertical development of each subdivided lot or portion of the Property.

Notwithstanding the provisions referenced above, nothing in this Agreement shall preclude the City and Developer from entering into a separate utility agreement for cost-sharing of water transmission systems when such agreement may be of mutual benefit to both parties. Nothing herein shall be construed as precluding the City from providing potable water to its residents in accordance with applicable provisions of laws.

B. Sewage Treatment and Disposal. The City represents that it has available sufficient unallocated sewage treatment capacity to serve the Property. Accordingly, sewage treatment and disposal will be provided to the Property by the City, provided that the Developer keeps the City informed in writing of its progress with respect to the Development Schedule as set forth in Section 6 and further provided that the Development Schedule is not within five years of the effective date of this Agreement accelerated to increase demand within the Property beyond that reasonably foreseeable as of the effective date of this Agreement. The City's obligation to provide sewage treatment and disposal to services to the Property is subject to any delay in the availability of the same or sewage transmission facilities caused by Force Majeure. "***Force Majeure***" means the occurrence of an act of God (including natural disasters), an act of war, an act of terrorism, civil disturbance, strikes, lockouts, fire, flood, hurricane, unavoidable casualties, a health crisis which results in a limitation on business activities in the City extending for a period of more than thirty (30) days, or any other cause or causes beyond the reasonable control of the City. Developer will construct or cause to be constructed at Developer's cost all related infrastructure improvements to, from, and within the Property per City specifications. Including, but not limited to either of (i) two (2) new sewer pump stations; or (ii) one (1) new sewer pump station and the expansion and upgrading of an existing pump station owned by the City, which, in either event, shall be sufficient to provide capacity as necessary for the proposed development of the Project. The Developer shall be responsible for maintaining all related sewer infrastructure until offered to, and accepted by, the City for public ownership and maintenance. Upon final inspection and acceptance by the City, the Developer shall provide a twelve (12) month warranty period for all internal sewer infrastructure constructed to serve the Project.

The City covenants that it has, will have, will construct or will acquire sufficient additional capacity so as to meet all reasonably foreseeable needs of current and projected future customers of the sewage system, including, but not limited to, that generated by the Property consistent with the Development Schedule shown in Exhibit "F".

The only remedy at law or in equity that shall be available to Developer in the event of a breach by the City of the provisions of Subsections A and B of this Section 9 shall be an action for specific performance of the express terms hereof.

Subject to the provisions of Section 9.N below, the Property shall be subject to all current sewer connection/capacity fees ("***Sewer Impact Fees***") imposed by the City, provided such Sewer Impact Fees are applied consistently and in the same manner to all similarly-situated property within the City limits. In particular, subject to the limitations of Section 9.N below, Developer agrees that it shall not seek any exemptions for any portions of the Property from any current Sewer Impact Fees (so long as such Sewer Impact Fees are applied consistently and in the same manner

to all similarly-situated property within the City limits. Subject to the limitations of Section 9.N below, Developer shall be responsible for paying all such Sewer Impact Fees but not until application for a building permit for the vertical development of each subdivided lot or portion of the Property.

Notwithstanding the provisions referenced above, nothing in this Agreement shall preclude the City and Developer from entering into a separate utility agreement for cost-sharing of sewer transmission systems when such agreement may be of mutual benefit to both parties. Nothing herein shall be construed as precluding the City from providing sewage treatment to its residents in accordance with applicable provisions of laws.

C. Public Roads. All roads within the Project shall be public roads. Private driveways and alleys may be allowed in limited circumstances, provided such driveways and alleys are constructed to City standards, are approved by the City Planning Commission as part of the subdivision plat approval process, and will be owned and maintained by a private Owners Association.

Notwithstanding the above provisions regarding public roads within the Project, the City and Developer acknowledge that, prior to acceptance by the City as a public road, Developer reserves the right to close portions of the roads within the Project which are adjacent to Developer's model homes and/or sales center, so as to preclude access to the general public. During such temporary road closures, the City may continue to access and use such roads for public purposes.

D. Road Standards and Traffic Impact. All public roads within the Project shall be constructed to City specifications. The exact location, alignment, and name of any public road within the Project shall be subject to review and approval by the City Planning Commission as part of the subdivision platting process. The Developer shall be responsible for maintaining all public roads until such roads are offered to, and accepted by, the City for public ownership and maintenance. Upon final inspection and acceptance by the City, the Developer shall provide a warranty period for all public roads within the Project, pursuant to the City's Street Acceptance Policy in effect at the time of this Agreement.

Notwithstanding any provision herein to the contrary, this Agreement does not obligate the City to expend any funds of the City or borrow any sums in connection with improvements to the roads subject to this Section 9.D. The parties understand and agree that except as set out in the preceding sentence, the City may seek funding from third parties for any such improvements which by reason of this Section 9.D are not the responsibility of the Developer or the City, and that the availability of such funding is beyond the control of either the Developer or the City.

E. Storm Drainage System. Except with respect to retention ponds, ditches and other storm water retention and treatment areas, all stormwater runoff, drainage, retention and treatment improvements within the Property shall be designed in accordance with the Code of Ordinances, provided, however, that the storm water storage capacity for the PDD shall be designed to retain storm water in the event of a 25 year storm. All stormwater runoff and drainage system structural improvements, including culverts and piped infrastructure, will be constructed by the Developer and dedicated to the City. Upon final inspection and acceptance by the City, the Developer shall provide a one-year warranty period for all drainage system structural improvements within the Project. Retention ponds, ditches and other stormwater retention and treatment areas will be

constructed and maintained by the Developer and/or an Owners Association, as appropriate.

F. Solid Waste and Recycling Collection. The City shall provide solid waste and recycling collection services to the Property on the same basis as is provided to other residents and businesses within the City.

G. Police Protection. The City shall provide police protection services to the Property on the same basis as is provided to other residents and businesses within the City.

H. Fire Services. The City shall provide fire services to the Property on the same basis as is provided to other residents and businesses within the City.

I. Emergency Medical Services. The City shall provide emergency medical services to the Property, on the same basis as it provided to other residents and businesses within the City.

J. School Services. The City neither provides nor is authorized by law to provide public education facilities or services. Such facilities and services are now provided by the Horry County School District. The person or entity, whether it be homebuilder or another assignee of Developer, who actually initiates the building permit shall be responsible for paying all impact fees levied by the School District for each residential unit constructed prior to the issuance of a certificate of occupancy.

K. Private Utility Services. Private utility services, including electric, natural gas, and telecommunication services (including telephone, cable television, and internet/broadband) shall be provided to the site by the appropriate private utility providers based upon designated service areas. All utilities on the Property shall be located underground, and shall be placed in locations approved by the City so as to reduce or eliminate potential conflicts within utility rights-of-way.

L. Streetlights. Developer shall install or cause to be installed streetlights within the Project. To the extent that the City provides the same benefit to other similarly-situated neighborhoods, the City shall contribute toward the monthly cost for each streetlight in an amount equal to the costs for the base street light fixture offered by the utility provider. The remaining monthly cost for each streetlight, including additional charges associated with an enhancement street light fixture, if any, shall be borne by the Developer and/or Owners Association.

M. No Donation of Acreage for Sewer Plant Expansion. The City shall not require, mandate or demand that, or condition approval(s) upon a requirement that the Developer donate, use, dedicate or sell to the City or any other party for public purposes any portion of the Property or any other property owned by the Developer or any affiliate of the Developer for sewer plant expansion by the City.

N. No Required Donations for Civic Purposes. The City shall not require, mandate or demand that, or condition approval(s) upon a requirement that, the Developer donate, use, dedicate or sell to the City or any other party for public purposes any portions of the Property or any other property owned by the Developer (or any of the entities or parties comprising the Developer) or any affiliate of the Developer. No additional public benefits shall be required of Developer for the amendments to the PDD to: (i) establish the commercial components of the

Property; (ii) establish the amenity components of the Property; (iii) establish the signage and entry monumentation for the Property; and (iv) establish the signage and lighting standards for the Property provided, however, nothing contained herein shall be deemed or construed to restrict the City from negotiating additional public benefits as a result of the future amendment of the PDD or this Agreement, other than as set forth above, nor shall anything contained herein be deemed or construed to restrict the City in the appropriate exercise of its eminent domain powers.

O. Easements. Developer shall be responsible for obtaining, at Developer's cost, all easements, access rights, or other instruments that will enable the Developer to tie into current or future water and sewer infrastructure on adjacent properties.

P. Ponds and Lakes. In accordance with Section 9.E above, the Developer shall install pond(s) or lake(s) as shown in the approved PDD and on the Master Site Plan, in addition to pond(s) already in place. The City agrees to cooperate and assist the Developer in the permitting process for such pond(s) and lake(s), including any repair or enlargement thereof, it being understood that the City will not accept maintenance responsibility or any other liability for such pond(s) and lake(s).

Q. Prohibition Against Conservation Easements and Other Restrictions on the Property. Developer specifically covenants and agrees not to subject the Property to a conservation easement or other restrictive covenant, whereby any portion of the Property shown as single family homes or amenities on the approved Master Site Plan included in the PDD is restricted for future development of such portion of the Property, the same shall also constitute a Developer Default hereunder, provided that, for purposes of this Agreement any conveyance to the Owners Association shall not be deemed such an easement or restriction, and shall not constitute a Developer Default.

R. Temporary Storm Drainage Maintenance. Developer will provide temporary storm drainage measures, which incorporate the existing storm drainage facilities located on the Property from the relic golf course to the reasonable satisfaction of the Public Works Director for the City, such that prior to commencement of Development Work, the Property shall continue to maintain the existing storm drainage facilities until the storm drainage facilities which are a part of the Development Work for each respective Phase of the PDD are complete, and the same are dedicated to the City.

S. General Maintenance and Mowing. Developer will mow the undeveloped Property no less than twice per year until the PDD is fully developed. The mowing shall occur in the periods between June 1 and August 20 of each calendar year. In addition, until the PDD is fully developed, the Developer shall remove any fallen trees on the Property, such tree removal to occur during the same periods set out for mowing above. The Developer shall be given a reasonable period of time to be determined by the City Manager or his designee, to mow the Property and remove fallen trees on the Property in the event of a hurricane, rain event or other force majeure that prevents the Developer from complying with the mowing/maintenance schedule referenced above.

If the Developer fails to comply with the scheduled time frames for mowing and removal of fallen trees, as determined by the City Manager or his designee, then the City shall have the right to enter the Property for the purpose of mowing and removing any fallen trees, and the Developer shall reimburse the City for the costs of such mowing and/or tree removal in an amount equal to One Hundred (100%) percent of such the costs incurred by the City for mowing and/or tree removal. In

the event Developer should fail to reimburse the City within Thirty (30) days of the date an invoice is delivery by the City to the Developer, the City may place a lien upon the Property, which lien shall be enforceable in the same manner as a property tax lien, which may only be satisfied by payment thereof.

T. Recording of Agreement. In accordance with provisions of § 6-31-120, Code of Laws of South Carolina (1976) as amended Developer shall record this agreement within fourteen days of final approval by the City; in addition, the burdens and benefits hereunder shall inure to successors in interest to Developer.

10. IMPACT FEES. The Property shall be subject to all development impact fees imposed by the City at the time of this Agreement, or following the date of this Agreement, provided such fees are applied consistently and in the same manner to all similarly-situated property within the City limits. All such impact fees shall not be due and payable until an application of any person or entity for a building permit for the vertical development of any subdivided lot or portion of the Property. In particular, the Developer agrees that it shall not seek any exemptions for any portions of the Property from any current development impact fees (so long as such development impact fees are applied consistently and in the same manner to all similarly-situated property within the City limits) for any reason.

11. ADDITIONAL FEES AND PUBLIC BENEFITS. The Developer and the City acknowledge that the Property was previously subjected to the Esperanza P.U.D. (the “*Prior Ordinance*”), which Prior Ordinance included a contribution agreement requiring total contributions to the City in an amount equal to (i) \$50,000.00 for each the Eight (8) proposed phases of development, totaling \$400,000; and (ii) \$1,000.00 each of the proposed 371 residential units to be developed under the Prior Ordinance; and (iii) \$50,000.00 as a portion of the costs to be incurred by the City in commissioning a traffic study for Little River Neck Road. In lieu of the fees set forth under the Prior Ordinance, and in addition to any other fees set forth elsewhere in this Agreement, Developer and City acknowledge that the Project and its residents will place additional demands on certain services, resources and amenities provided by the City for its residents, and, in accordance with the terms of the PDD, Developer shall also pay to the City, or make for the benefit of the City, those public benefits set forth in the PDD, which fees are being paid in lieu of any other impact fees or development fees adopted by the City at any time during the Term of this Agreement, as set forth below:

A. The contribution to the City of an amount equal to \$33,000.00 for each of the Eight (8) Phases within the PDD, at the time of Developer’s submittal of a preliminary plat for each respective Phase, totaling \$264,000.00, provided that, on the Tenth (10<sup>th</sup>) anniversary of this Agreement, Developer shall pay to the City, the difference between the total of the amounts previously paid by Developer to the City, and \$264,000.00.

B. Beachfront parking fee in an amount equal to \$1,100.00 per residential lot, together with a park enhancement fee in an amount equal to \$200.00 per residential lot, which total of \$1,300.00 shall be payable at the time of building permit issuance.

C. Stormwater conveyance and retention facilities sufficient in capacity to accommodate the storm water generated from the Property, and provide the City with evidence of the necessary and required permanent and perpetual easements necessary to facilitate such drainage

from the Property.

12. PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE. The City and Developer recognize that development can have negative as well as positive impacts. Specifically, the City considers the protection of the natural environment and nearby waters, and the preservation of the character and unique identity of the City, to be important goals. Developer shares this commitment and therefore agrees to abide by all provisions of federal, state and local laws and regulations for the handling of storm water.

13. COMPLIANCE REVIEWS. Developer, or its assigns, shall meet with the City, or its designee, at least once per year during the Term to review development completed in the prior year and the development anticipated to be commenced or completed in the ensuing year as compared to the Development Schedule. The City shall provide written notice to the Developer of the date for such compliance review not less than Five (5) business days in advance, provided such notice shall not be applicable to standard reviews and inspections otherwise performed by the City as to the improvement of the Property. The Developer must demonstrate good faith compliance with the terms of this Agreement. The Developer, or its designee, shall be required to provide such information as may reasonably be requested.

14. DEFAULTS. Notwithstanding the provisions of Section 6 above, Developer shall continuously and diligently proceed with Development Work on the Property. Developer's failure to proceed with Development Work on the Property for a period of more than Six (6) months, other than as a result of Force Majeure, as defined in Section 6 above, shall constitute a default hereunder on the part of Developer. In the event of a default, the City shall provide written notice to Developer of such default, and Developer shall have a period of thirty (30) days in which to cure a default by commencement of Development Work with regards to the next portion of the Property to be developed in accordance with phasing plan of the PDD. The failure of the Developer to comply with the terms of this Agreement shall constitute a default, entitling the City to pursue such remedies as deemed appropriate, including withholding the issuance of building permits in accordance with the provisions of the PDD, specific performance and the termination or modification of this Agreement in accordance with the Act; provided however no termination of this Agreement may be declared by the City absent its according the Developer the notice and opportunity to cure in accordance with the Act.

15. MODIFICATION OF AGREEMENT. This Agreement may be modified or amended only by the written agreement of the City and the Developer. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced except as otherwise provided in the Act.

16. NOTICES. Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail

on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the City shall be addressed to the City at:

City of North Myrtle Beach  
1018 2<sup>nd</sup> Avenue South  
North Myrtle Beach, SC 29582  
Attention: City Manager

With a copy to:

Franklin G. Daniels, Esq.  
Nexsen Pruet, LLC  
1101 Johnson Avenue, Suite 300  
Myrtle Beach, SC 29577

And to the Developer at:

NRV, Inc.

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

With a copy to:

Robert S. Guyton, Esq.  
Robert S. Guyton, P.C.  
4605 B Oleander Drive, Suite 202  
Myrtle Beach, SC 29577

17. GENERAL.

A. Subsequent Laws. In the event state or federal laws or regulations are enacted after the execution of this Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement (“*New Laws*”), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by Developer and the City shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the City may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement.

B. Estoppel Certificate. The City or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing, within thirty (30) days of such written notice, that this Agreement is in full force and effect, that this Agreement has not been amended or modified, or if so amended, identifying the amendments, whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

C. Entire Agreement. This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings between the City and the Developer relative to the Property and its development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

D. No Partnership or Joint Venture. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the City or any Developer or to render such party liable in any manner for the debts or obligations of another party.

E. Exhibits. All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

F. Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

G. Transfer of Title. Transfers of title to the Property, in whole or in part, may be made, at any time and to any person or entity, without the consent of the City.

H. Binding Effect. The parties hereto agree that this Agreement shall be binding upon their respective successors and/or assigns.

I. Governing Law. This Agreement shall be governed by the laws of the State of South Carolina, and the parties further agree that venue shall be proper, without regards to any conflict of law principals, in a court of competent jurisdiction in Horry County, or such other jurisdiction in South Carolina as is appropriate and necessary under the circumstances.

J. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

K. Eminent Domain. Nothing contained in this Agreement shall limit, impair or restrict the City's right and power of eminent domain under the laws of the State of South Carolina.

L. No Third Party Beneficiaries. The provisions of this Agreement may be enforced only by the City and the Developer. No other persons shall have any rights hereunder, unless specified in this Agreement.

M. Release of Developer. Subject to Section 5.B, in the event of conveyance of all or a portion of the Property, the Developer shall be released from any obligations and liabilities with respect to this Agreement as to the portion of Property so transferred, and the transferee shall be substituted as the Developer under the Agreement as to the portion of the Property so transferred; provided, however, the transferee(s) of the one acre contemplated for subdivision and conveyance under Section 5.B shall not be deemed to succeed to any Development Rights and Obligation of Developer under this Agreement.

18. DESCRIPTION OF LOCAL DEVELOPMENT PERMITS NEEDED. The development of the Property shall be pursuant to this Agreement, the PDD, the Land Development Regulations, and Code of Ordinances, as amended; provided, however, in the event of any conflict between this Agreement and the PDD, the Land Development Regulations, and/or the Code of Ordinances, the provisions of this Agreement shall control. Necessary permits include, but may not be limited to, the following: building permits, zoning compliance permits, sign permits (permanent and temporary), temporary use permits, accessory use permits, driveway/encroachment/curb cut permits, clearing/grading permits, and land disturbance permits. Notwithstanding the foregoing, the City acknowledges that City Planning and Zoning Director or the City Planning Commission approval of plats will be given if any such plats are materially consistent with the site plan of the Project shown on the Master Site Plan, subject to any Master Site Plan Revisions as defined herein. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions. It is expressly understood and acknowledged by all parties to this Agreement that any portions of the Property donated or sold by any Developer to the City shall not be subject to any private declaration of restrictions or property owners association(s) created by any Developer for any subsequent subdivision of the Property.

19. STATEMENT OF REQUIRED PROVISIONS. In compliance with Section 6-31-60(A) of the Act, the Developer represents that this Agreement includes all of the specific mandatory provisions required by the Act, addressed elsewhere in this Agreement.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the day and year first above written.

DEVELOPER:

**NRV, INC.**, a Virginia corporation

WITNESSES:

\_\_\_\_\_  
Name:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Name:

STATE OF SOUTH CAROLINA    )

)

COUNTY OF HORRY                )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, as \_\_\_\_\_ of NRV, Inc., a Virginia corporation. He or she personally appeared before me and is personally known to me.

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

My Commission Expires: \_\_\_\_\_

[CITY SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the day and year first above written.

CITY:

WITNESSES:

**CITY OF NORTH MYRTLE BEACH**

\_\_\_\_\_  
Witness #1

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness #2

STATE OF SOUTH CAROLINA )

)

COUNTY OF HORRY )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, the of the CITY OF NORTH MYRTLE BEACH. He or she personally appeared before me and is personally known to me.

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

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

South Carolina Local Government Development Agreement  
Act as Codified in Sections 6-31-10 through 6-31-160  
of the Code of Laws of South Carolina (1976), as amended

**EXHIBIT "B"**

Description of Property

**EXHIBIT “C”**

PDD

[TO BE ATTACHED]

**EXHIBIT “D”**

Master Site Plan

[TO BE ATTACHED]

**EXHIBIT “E”**

Land Development Regulations

[TO BE ATTACHED]

## **EXHIBIT “F”**

### **Development Schedule**

Construction will begin following receipt of permits from the City of North Myrtle Beach and from other regulatory bodies. The nature of this Project, together with the current economic conditions, prevents the Developer from providing exact dates for commencement of future phases or exact completion dates. Although the timing of completion of any particular Phase of the PDD is subject to then current market demands, the Developer anticipates a period of approximately Eighteen (18) months from approval of the PDD for design, permitting and installation of initial required infrastructure, and that approximately One-Third of the Project would be complete within Five (5) years of approval of the PDD, with an additional One-Third of the Project being completed in each of the subsequent Five (5) year periods.