



PLANNING COMMISSION MEETING AGENDA

Tuesday, June 22, 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: June 8
5. OLD BUSINESS
 - A. **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.
 - B. **FIRST PUBLIC HEARING REGARDING THE 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.
 - C. **FINAL SUBDIVISION PLAT SUB-21-30:** A major final plat of subdivision converting Leah Jayne Lane from private to public right-of-way in the Bungalows on 9th neighborhood.
 - D. **PLANNED DEVELOPMENT DISTRICT AMENDMENT Z-21-7:** City staff received an application for a major amendment to the Barefoot Resort Planned Development District (PDD) revising the Barefoot Resort Villas Townhomes section of the Dye Estates through changes to the master plan, building footprint, and building elevations. *(Remanded back from City Council for review of architecture.)*
6. NEW BUSINESS – “Consent Items”
7. NEW BUSINESS
 - A. **REZONING REQUEST Z-21-10:** The Planning & Development Department received an application requesting a rezoning of one (1) lot containing approximately 5.02 acres located at the intersection of Hill Street and 24th

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.

Avenue North, PIN 351-08-03-0087, from Mobile/Manufactured Home Residential (R-3) to Mid-Rise Multifamily Residential (R-2A).

- B. **ANNEXATION & ZONING DESIGNATION Z-21-11:** City staff received a petition to annex lands on Old Crane Road totaling approximately 0.75 acres and identified by PIN 350-06-01-0137. The lot is currently unincorporated and zoned Commercial Forest Agriculture (CFA) 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.
- C. **REZONING REQUEST Z-21-12:** The Planning & Development Department initiated a rezoning of multiple lots containing approximately 9.28 acres located near 17th Avenue South from Resort Residential (R-4) to Resort Commercial (RC). The affected addresses include the following:
- South Ocean Boulevard: 1525, 1600-1602, 1604-1612, 1616, 1625, 1709-1712, 1714, 1716-1718, 1801
 - Perrin Drive: 1603, 1613, 1707

8. ADJOURNMENT

Respectfully submitted,



Aaron C. Rucker, AICP
Principal Planner

Notice to the Public of Rights under Title VI

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

CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA
NORTH MYRTLE BEACH CITY HALL
PLANNING COMMISSION MEETING
Tuesday, June 8, 2021
5:00 PM

MINUTES

Harvey Eisner, Chairman
Jessica Bell, Absent for roll call
Silvio Cutuli
Tom Edwards
Ruth Anne Ellis
Ed Horton
Callie Jean Wise

City Staff:
Jim Wood, Director
Suzanne Pritchard, Senior Planner
Aaron Rucker, Principal Planner
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 May 18, 2021 meeting, as presented, was made by Commissioner Cutuli and seconded by Commissioner Horton. Chairman Eisner called for the vote. The motion passed 6-0.
5. **OLD BUSINESS:** None
 - 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. Mr. Rucker stated this was discussed at the morning workshop. The development would need an additional access, but was before the Board to determine if a waiver would be granted. Chad Hatley, representing the applicant, stated the property was unique in having a large pond, a sharp turn with a cul-de-sac, and wetlands at one side. These issues created a difficult scenario, including public safety. Mr. Hatley stated there were four criteria in order to grant a waiver and this situation met all four criteria. The first was public safety. He stated this waiver would help the public safety welfare. The second criteria was the unique conditions due to the shape of the property, the presence of the wetlands, and the curve of the cul-de-sac. The third criteria was the topographical conditions of the land, which have a lot of elevations and a steep drop off. The fourth criteria was the financial aspect. Mr. Hatley stated this had nothing to do with financial, but only a practical solution to the problem. He stated this was at one time approved by the City before the new code was formed. Commissioner Cutuli stated he agreed with the presentation and the logic in determining why the waiver would be granted. Jim Wood, Director of Planning and Development, stated he had looked at this in detail and agreed with the presentation and the staff was comfortable with it.

Chairman Eisner called for a motion. Commissioner Cutuli motioned to approve the External Access Waiver AW-21-01, as submitted, as the request meet all the criteria of § S20-40(c.1)(4) as determined through findings of fact that the exception would not be detrimental to the public safety, health, or welfare or be injurious to other property or improvements in the neighborhood and the property's conditions are unique to the property and because of the particular physical surroundings, shape, or topographical conditions was a compelling and detrimental condition to the owner as distinguished from a mere inconvenience if the strict letter of this code was enforced and the purpose of the exception was not based upon financial consideration. The motion was seconded by

Commissioner Ellis. The motion passed 6-1. Chairman Eisner voted nay. Ms. Pritchard clarified the approval of the waiver did not indicate the site plan was approved.

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. (Request to postpone by applicant.) Chairman Eisner called for a motion. Commissioner Wise motioned to postpone the Planned Development District Amendment Z-21-6 to the June 22, 2021 meeting and was seconded by Commissioner Bell. The motion to postpone passed 7-0.

C. FIRST PUBLIC HEARING REGARDING THE 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. (Request to postpone by applicant.) Chairman Eisner called for a motion. Commissioner Wise motioned to postpone the First Public Hearing regarding the Development Agreement Associated with the Major Planned Development District (PDD) Amendment Case Z-21-6 and Revisions to the Esperanza PDD's Public Hearing to the June 22, 2021 meeting and was seconded by Commissioner Cutuli. The motion to postpone passed 7-0.

6. NEW BUSINESS – "Consent Items":

A. FINAL SUBDIVISION PLAT SUB-21-30: A major final plat of subdivision converting Leah Jayne Lane from private to public right-of-way in the Bungalows on 9th neighborhood. Mr. Noury stated the deed had not been finalized and needed to be postponed until the June 22, 2021 meeting.

Chairman Eisner called for a motion. Commissioner Wise motioned to postpone the Final Subdivision Plat Sub-21-30 to the June 22, 2021 meeting and was seconded by Commissioner Ellis. The motion to postpone passed 7-0.

B. FINAL SUBDIVISION PLAT SUB-21-31: A major final bonded plat of subdivision creating eight lots of record and public rights-of-way off On Deck Circle in phase four of the Park Pointe development. Ms. Pritchard stated most of the infrastructure had been installed. The City Manager had approved the form of the financial guarantee and the cost estimate of \$279,005.18 had also been approved.

Chairman Eisner called for a motion. Commissioner Cutuli motioned to approve Final Subdivision Plat Sub-21-31 as submitted and was seconded by Commissioner Bell. The motion to approve passed 7-0.

8. ADJOURNMENT:

Chairman Eisner called for a motion to adjourn the meeting. Commissioner Wise motioned to adjourn the meeting and was seconded by Commissioner Ellis. The meeting adjourned at 5:15 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. 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

Originally heard at the May 18 Planning Commission meeting, this agenda item was originally postponed to allow the applicant to respond to comments from Planning Commission and the public.

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, 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 250 dwelling units (1 single-family dwelling unit was removed in this revised proposal) and removes the previously approved multiplex and multi-family uses from the development (3.81 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 104 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 would like to make note of the following elements from the revised proposal:

- The maximum heights in Table 1: Proposed Dimensional Standards Chart do not match the heights in the development agreement.
- Table 2: Proposed Gross Densities should be updated to show the total and grand total number of dwelling units as 250; estimate gross density should also be updated in this table.
- The proposal includes two illustrative master plans, but the version that has been rendered using markers appears to be an older version that omits the Overlook Park. Inclusion of the Overlook Park in this revised proposal serves to provide more on-site amenities for residents to address the number of trips required on Little River Neck Road.
- The Home Pattern Book has been significantly expanded.
- Appendix E is not needed at this level of review and would be better included when the project goes through the subdivision/site-specific development plan process. (Previous version of the proposal specifically removed this element at staff's request.)

Planning & Development, Zoning Division

Per § 23-29(3)(a)(11) The Zoning Administrator would like to see an exhibit noting the general location of heritage trees and significant stands of protected trees.

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 July 19, 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.

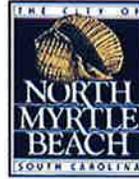
Alternative Motions

- 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:	3.22
FEE PAID:	500 on March 26, 2021
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

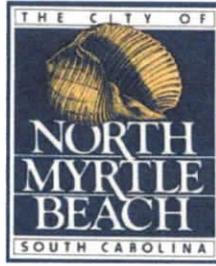
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OPER: 02 TERM: 002
REF#: 1172 15

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



CITY OF NORTH MYRTLE BEACH
LETTER OF AGENCY

Revision Date 05.24.19

Today's Date: 06/15/21

Nature of Approval Requested: PDD Zoning

Property PIN(s): 35200000001; 31213030035; 31200000470

Property Address/Location: Adjacent to Tidewater Plantation & Little River Neck Road

I, Allen McCall, hereby authorize James M. Wooten, PE

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


Signature
MANAGING MEMBER
Title

Signature

Title

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



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

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- 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")¹; 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. ⁽¹⁾

- 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.

⁽¹⁾ 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~~ 104 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

Residential Uses	Approximate Gross Areas (ac)	Dwelling Units	Estimated Gross Density (DU=dwelling unit)
Single Family	± 46.26 AC	105 104 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
Total (Phase I) (1)	± 65.07 AC	251 Current Plan	3.86 DU/AC

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

(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**

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

A. JOINT COUNTY/CITY AREA TRAFFIC ANALYSIS

The Grand Strand Area Transportation Study completed a Northeast Area Transportation Study in September 2009 as a part of their long-range plan and evaluation of traffic on Little River Neck Rd. This analysis completed at no immediate cost to the City yield and analysis of traffic improvements based on future build out of Little River Neck Rd. These improvements indicated the future level of service (LOS) will not warrant widening to improve future road conditions

B. CONTRIBUTIONS AT PRELIMINARY PLAT SUBMITTAL

The Developer has agreed to contribute to the City, at the time of submitting a preliminary plat for approval of each of the Eight (8) respective residential phases of the Project, the sum of Thirty-Three Thousand and No/100 (\$ 33,000.00) Dollars. The new phasing plan will coordinate with this contribution schedule. In the event the Developer has not submitted each of the preliminary plats for the Eight (8) residential phases of the Project prior to the date which is Ten (10) years from the date of the First Amendment of this P.D.D. Ordinance, the Developer shall remit to the City and amount equal to Two Hundred and Sixty-Four Thousand (\$264,000.00) Dollars, less any amount previously paid at the submittal of any of the preliminary plats for a phase of the Project. The Developer and the City have agreed that such funds shall be used in the discretion of the City, for public good, which may include, but shall not be limited to parks and recreation and beach access parking.

C. CONTRIBUTIONS AT THE TIME OF BUILDING PERMIT APPLICATION

The Developer has also agreed to contribute to the City, an amount equal to Thirteen Hundred and No/100 (\$1,300.00) Dollars (the "Unit Contribution") for each Unit to be constructed within the Project. The Unit Contribution to be contributed for each respective Unit shall be remitted prior to the issuance of a building permit for any Unit within the Project. The Developer and the City have agreed that such funds shall be used in the discretion of the City, for public good, which may include, \$1,100 for parks and recreation and \$200 for beach parking.

APPENDIX A

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



LEGEND:

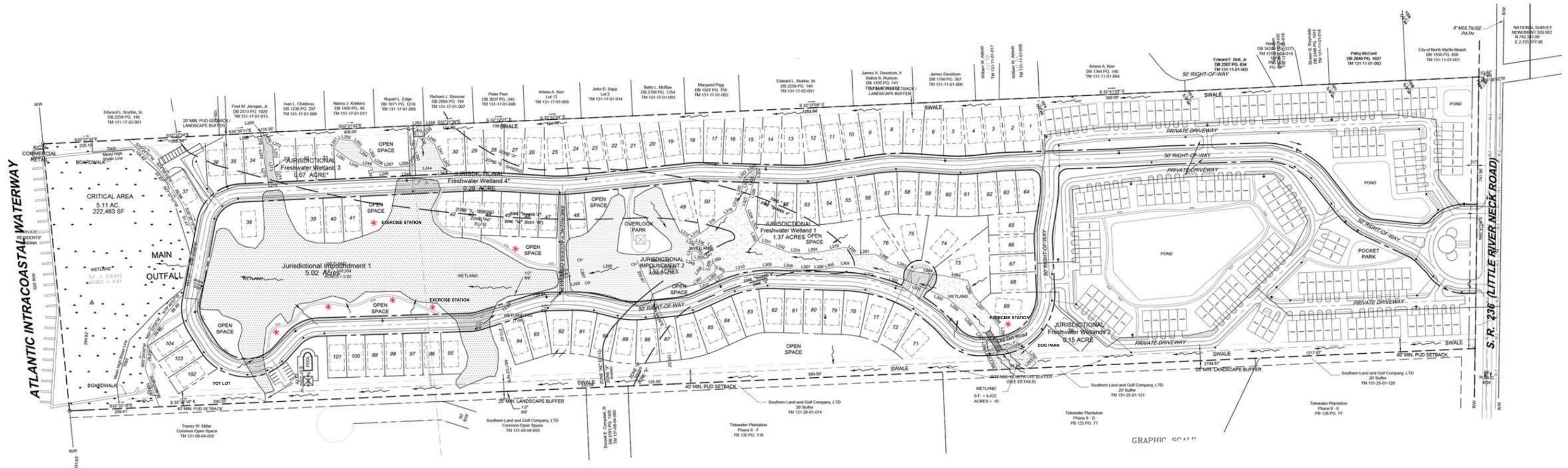
-  EXERCISE STATION
-  BENCHES

Hope Pointe PDD

ILLUSTRATIVE PLAN

City of North Myrtle Beach, SC

Prepared For: NVR, INC
06/14/2021

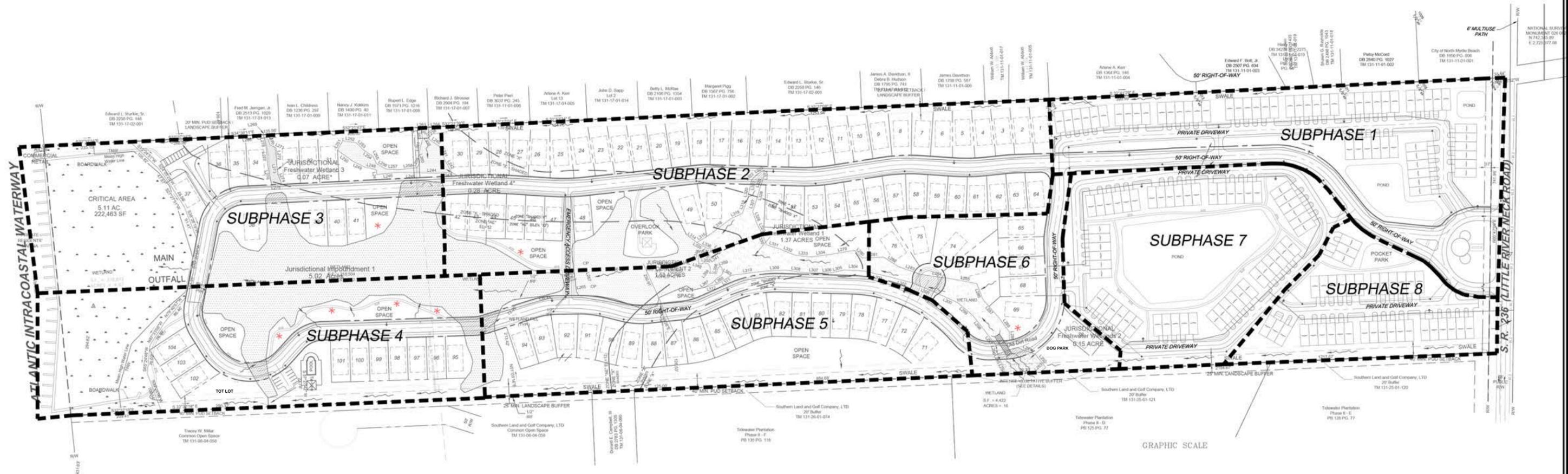


HOPE POINTE PDD MASTER PLAN

City of North Myrtle Beach, SC

Prepared For: NVR, INC
06/14/2021

TOWNHOMES - 146 UNITS
SINGLE-FAMILY - 104 LOTS (52' x 120' TYP)

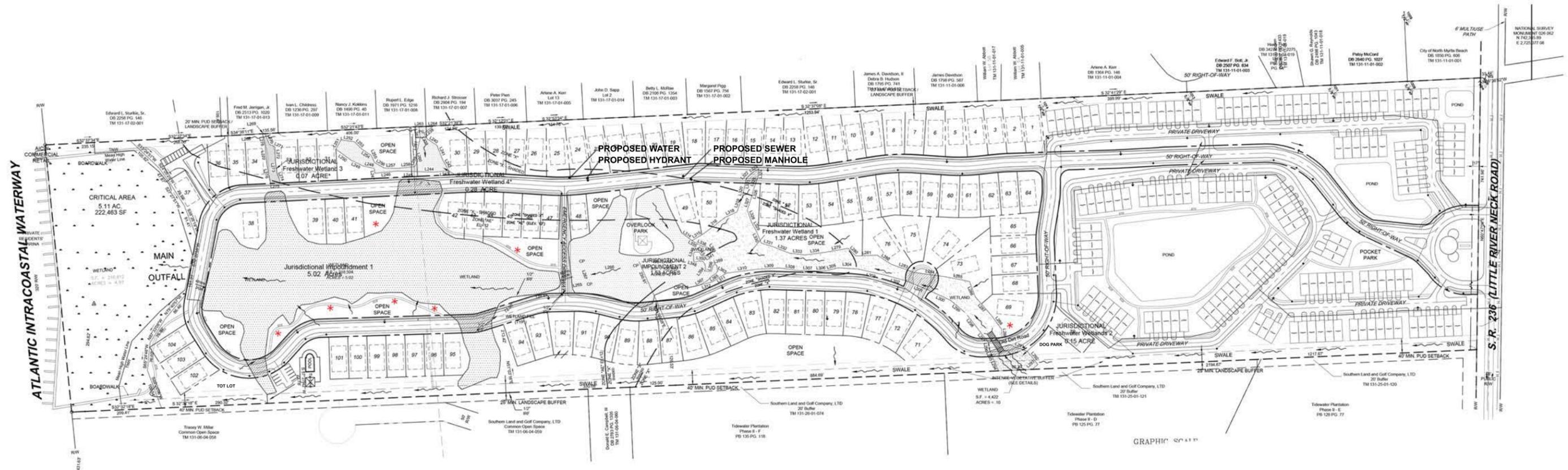


HOPE POINTE PDD SUBPHASING PLAN

City of North Myrtle Beach, SC

Prepared For: NVR, INC
06/14/2021

TOWNHOMES - 146 UNITS
SINGLE-FAMILY - 104 LOTS (52' x 120' TYP)



HOPE POINTE PDD WATER/SEWER/DRAINAGE

City of North Myrtle Beach, SC

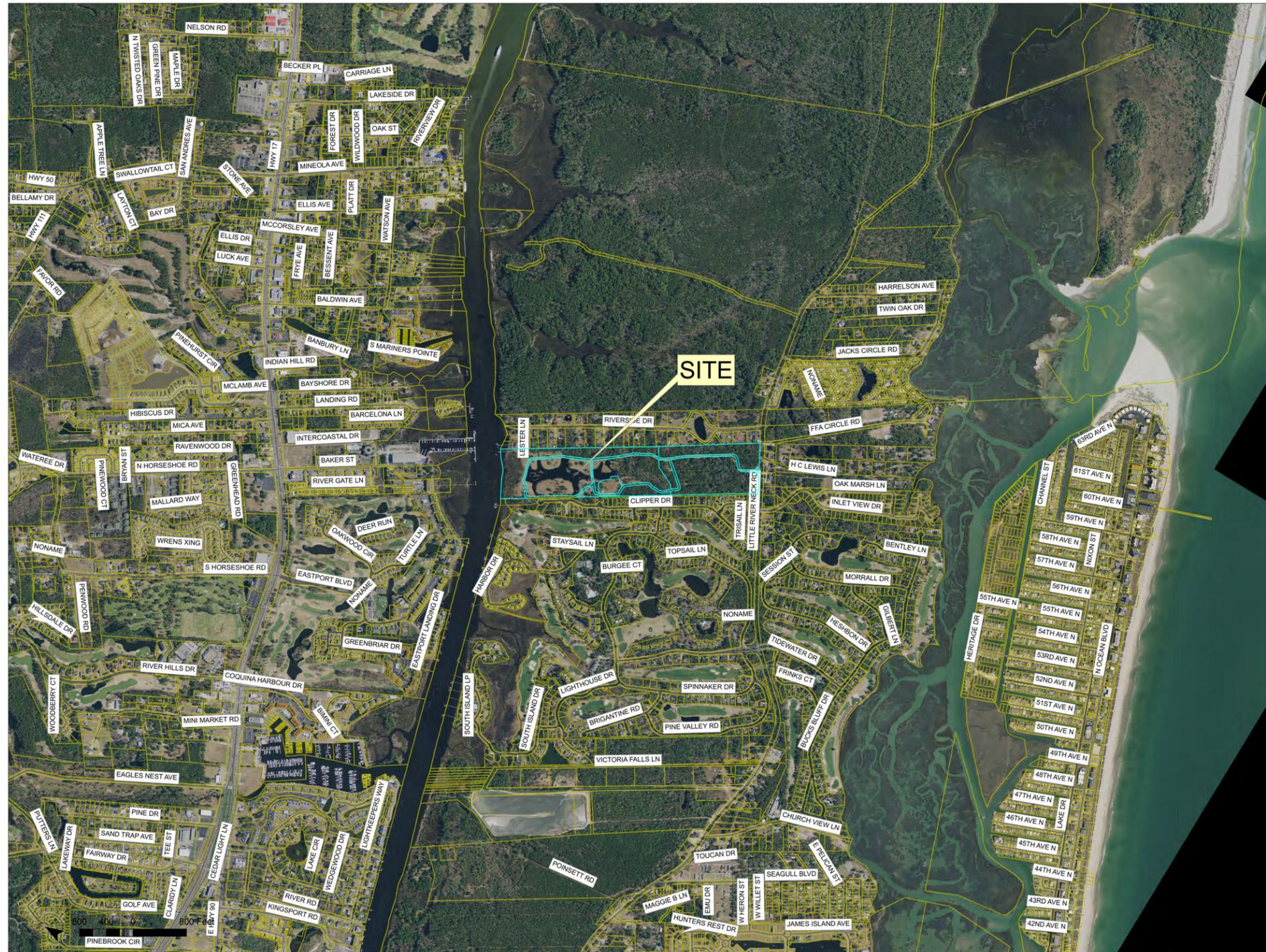
Prepared For: NVR, INC
06/14/2021

LEGEND

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

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



Home Pattern Book

for

Hope Pointe PDD

by

Ryan Homes

SECTION 1

"Sample Elevations & Styles"





















SECTION 2

"Material Diagram"



CEDAR SHAKE SIDING

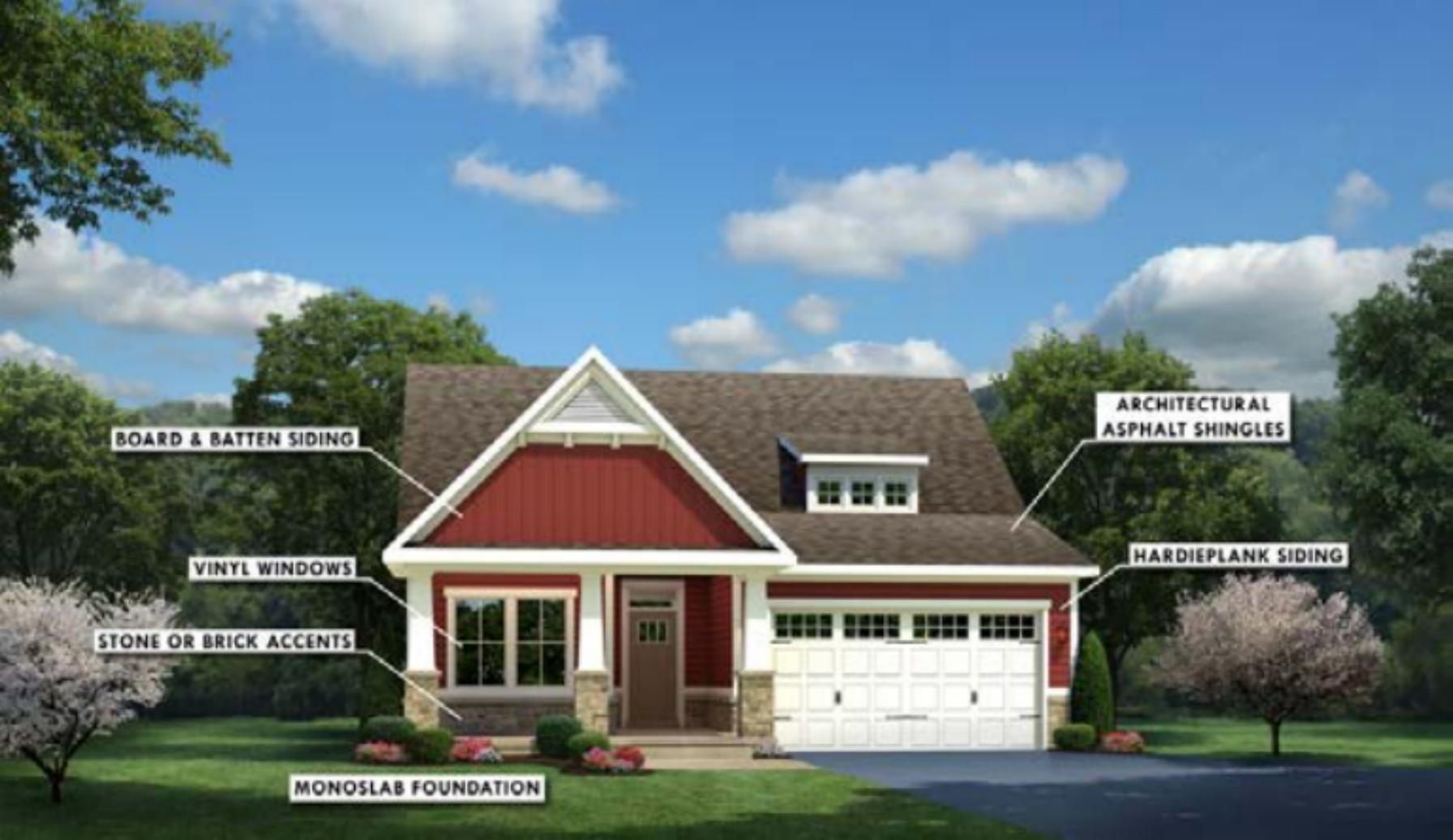
**ARCHITECTURAL
ASPHALT SHINGLES**

VINYL WINDOWS

HARDIEPLANK SIDING

MONOSLAB FOUNDATION

BRICK OR STONE ACCENTS



BOARD & BATTEN SIDING

ARCHITECTURAL
ASPHALT SHINGLES

VINYL WINDOWS

HARDIEPLANK SIDING

STONE OR BRICK ACCENTS

MONOSLAB FOUNDATION



**ARCHITECTURAL
ASPHALT SHINGLES**

BRICK OR STONE ACCENTS

VINYL WINDOWS

HARDIEPLANK SIDING

MONOSLAB FOUNDATION

HARDIEPLANK SIDING

VINYL WINDOWS

MONOSLAB FOUNDATION

**ARCHITECTURAL
ASPHALT SHINGLES**

BRICK OR STONE ACCENTS

**ARCHITECTURAL
ASPHALT SHINGLES**

CEDAR SHAKE SIDING

VINYL WINDOWS

HARDIEPLANK SIDING

STONE OR BRICK ACCENTS

MONOSLAB FOUNDATION



ARCHITECTURAL
ASPHALT SHINGLES

HARDIEPLANK SIDING

BOARD & BATTEN SIDING

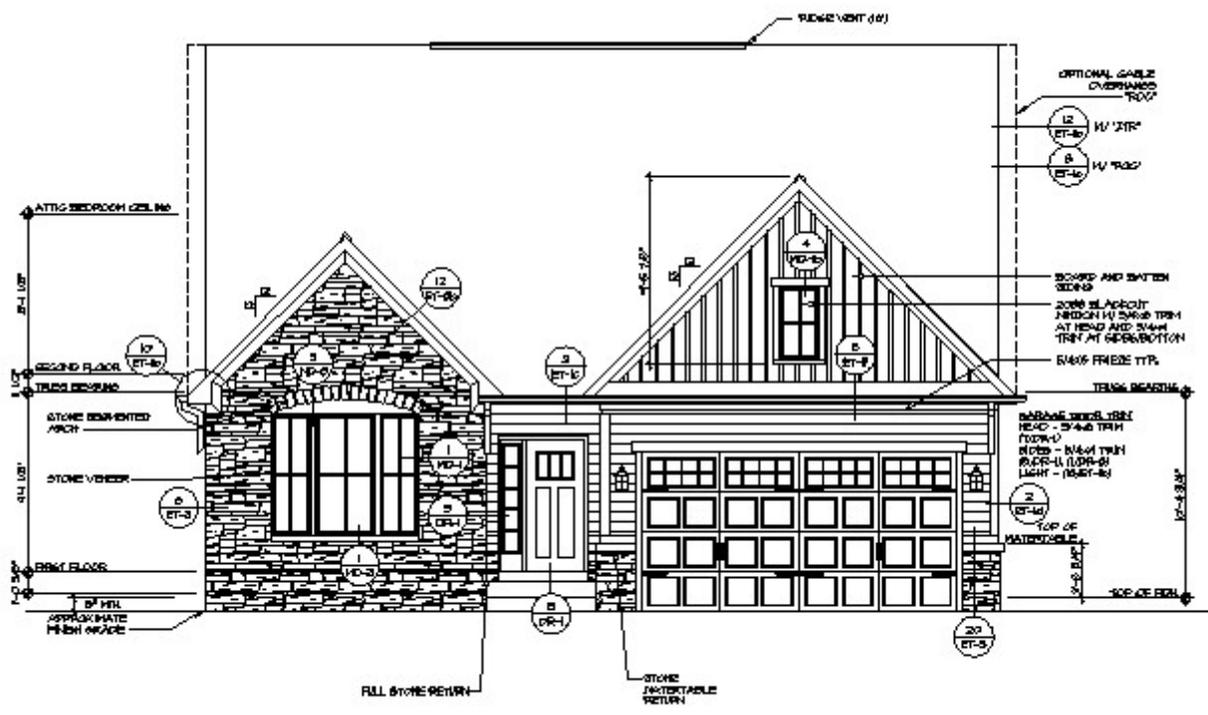
VINYL WINDOWS

STONE OR BRICK ACCENTS

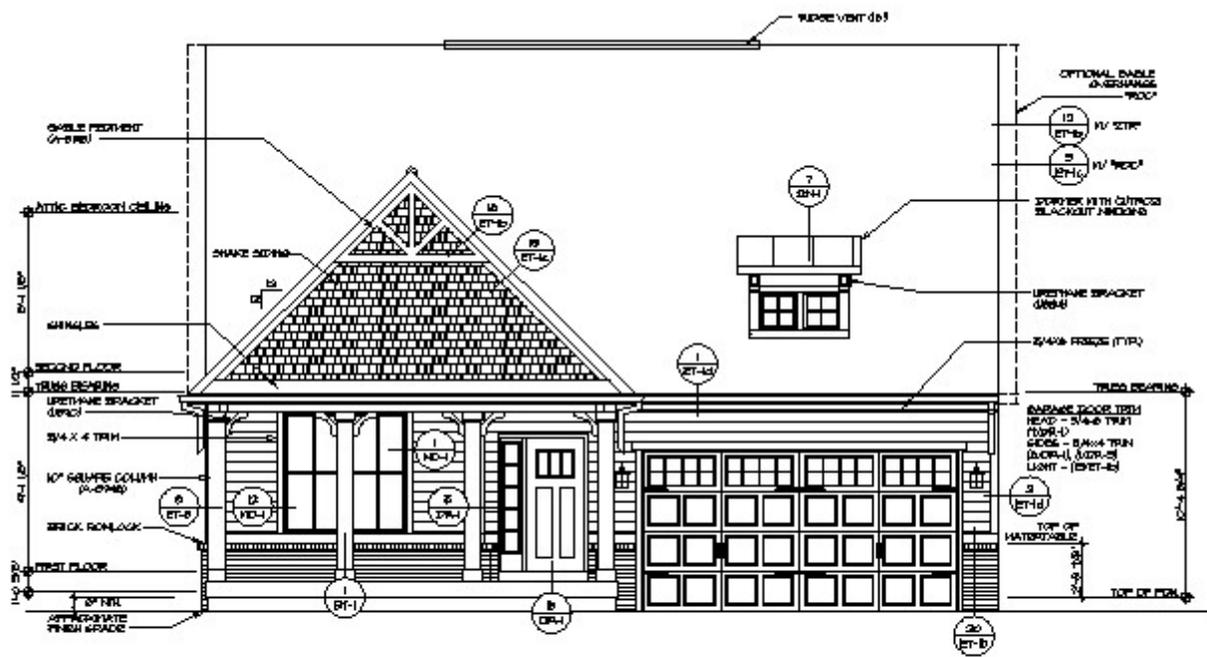
MONOSLAB FOUNDATION

SECTION 3

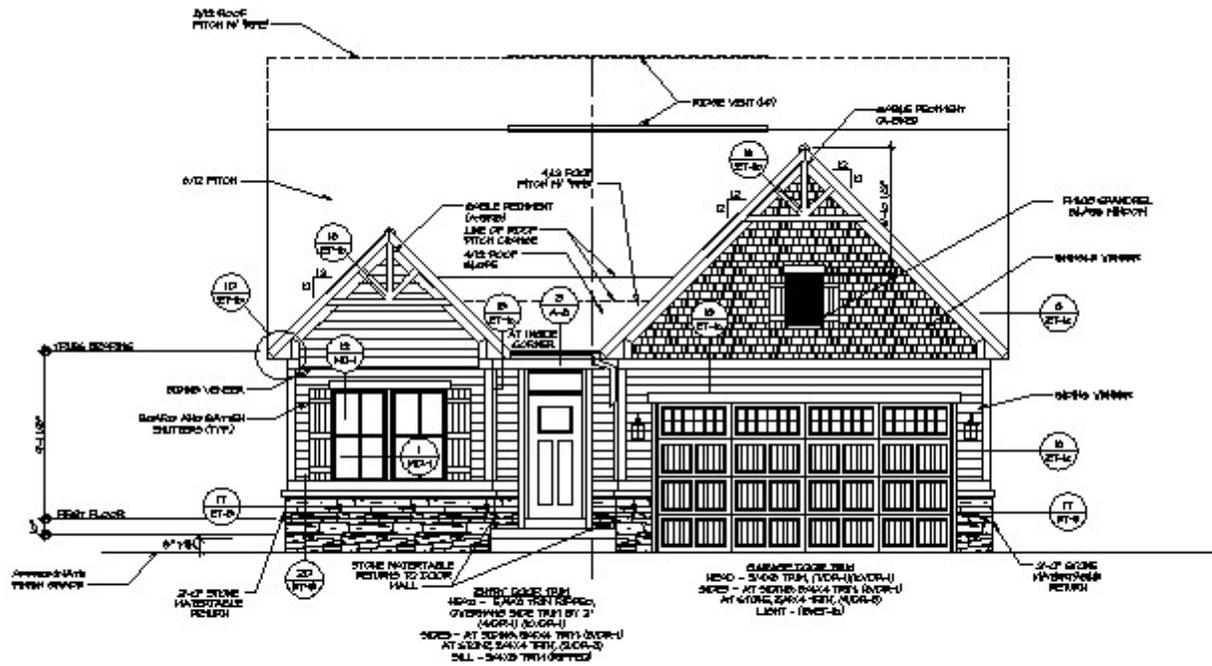
"Architectural Blueprints"



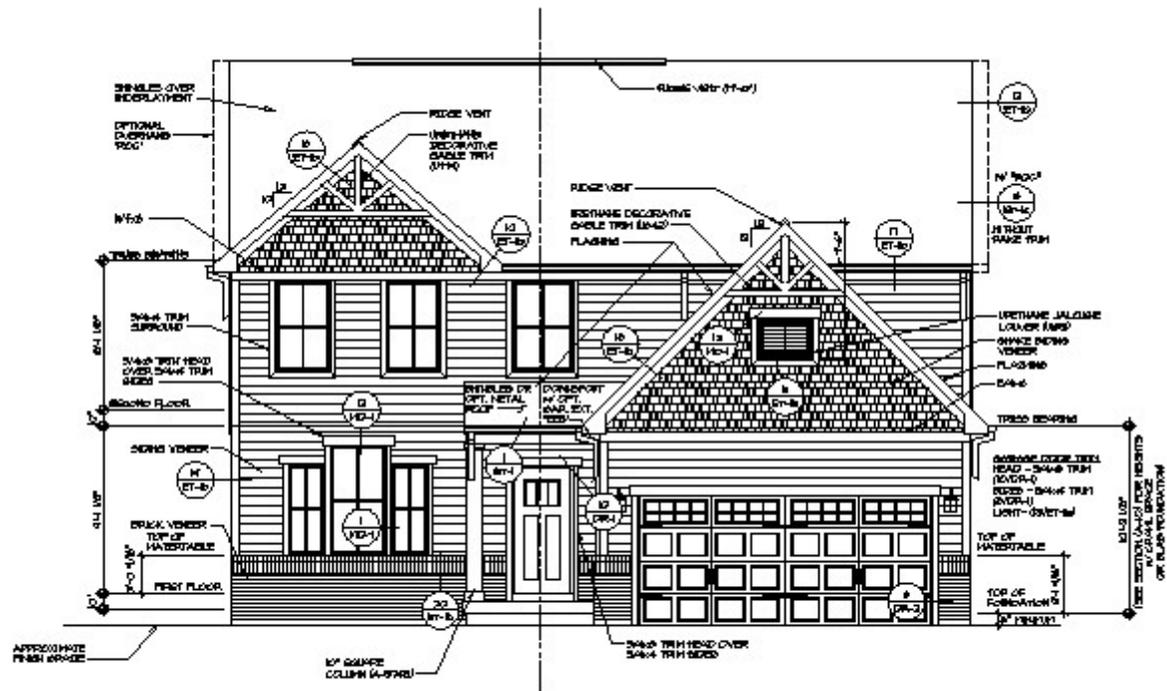
K
A1
FRONT ELEVATION "K"
 SCALE: 1/4" = 1'-0"



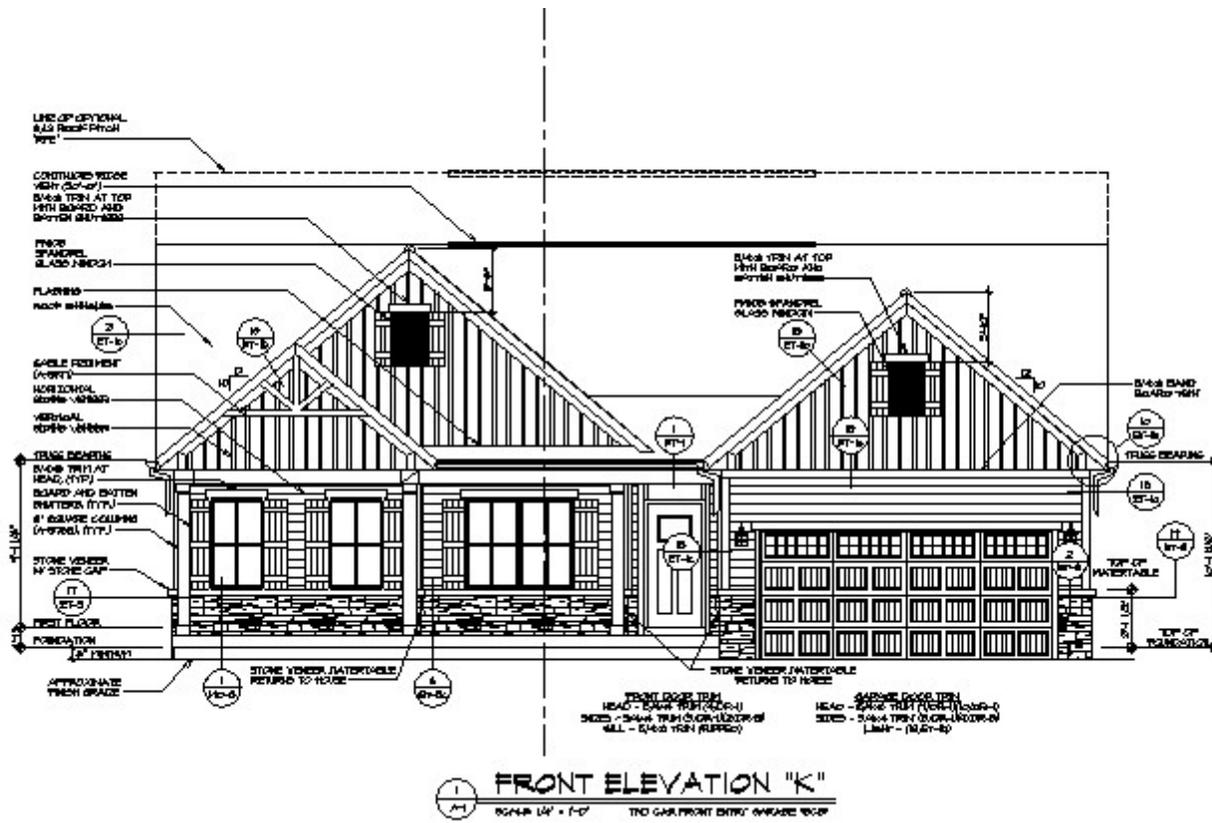
FRONT ELEVATION "L"
SCALE 1/4" = 1'-0"



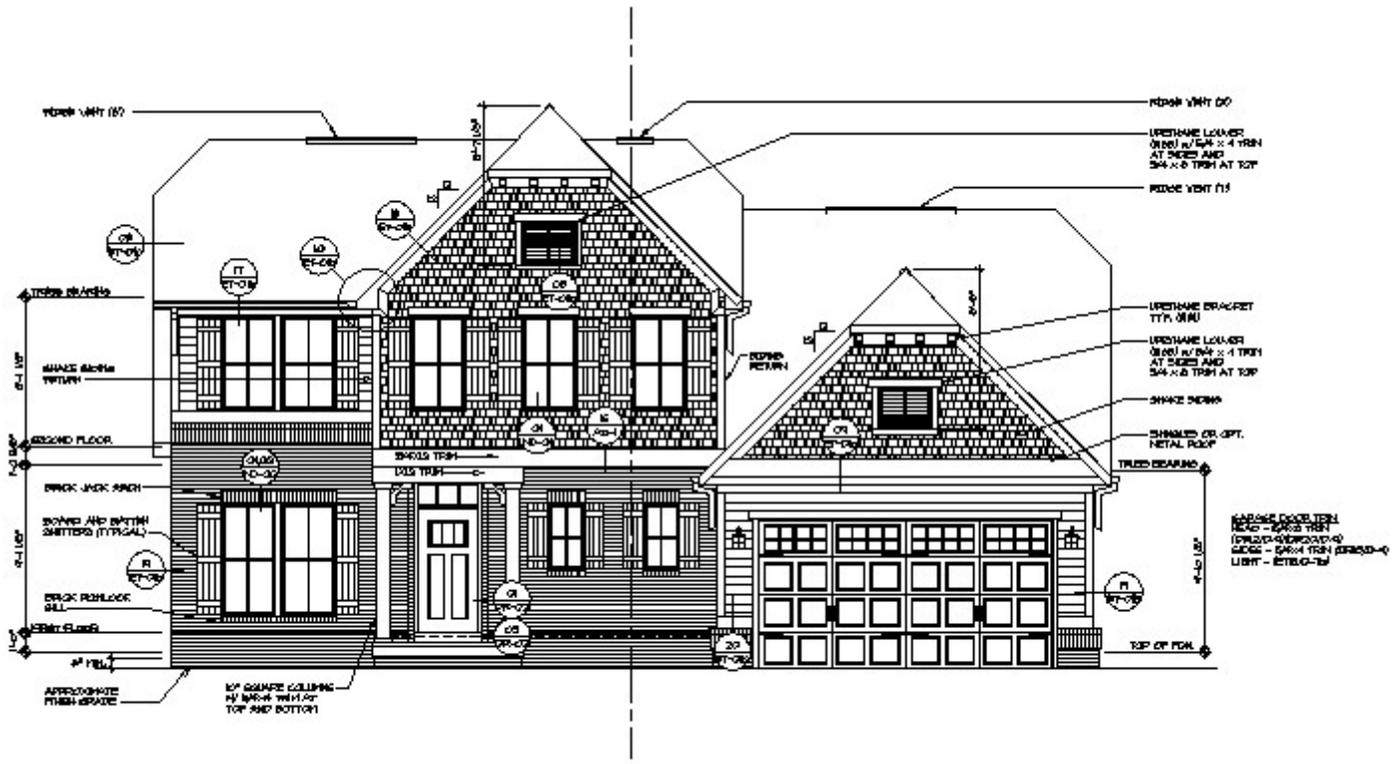
1 FRONT ELEVATION "K"
 SCALE 1/4" = 1'-0" FULL BASEMENT FINISH
 310'-0" x 310'-0" FRONT ENTRY GARAGE 10'-0"



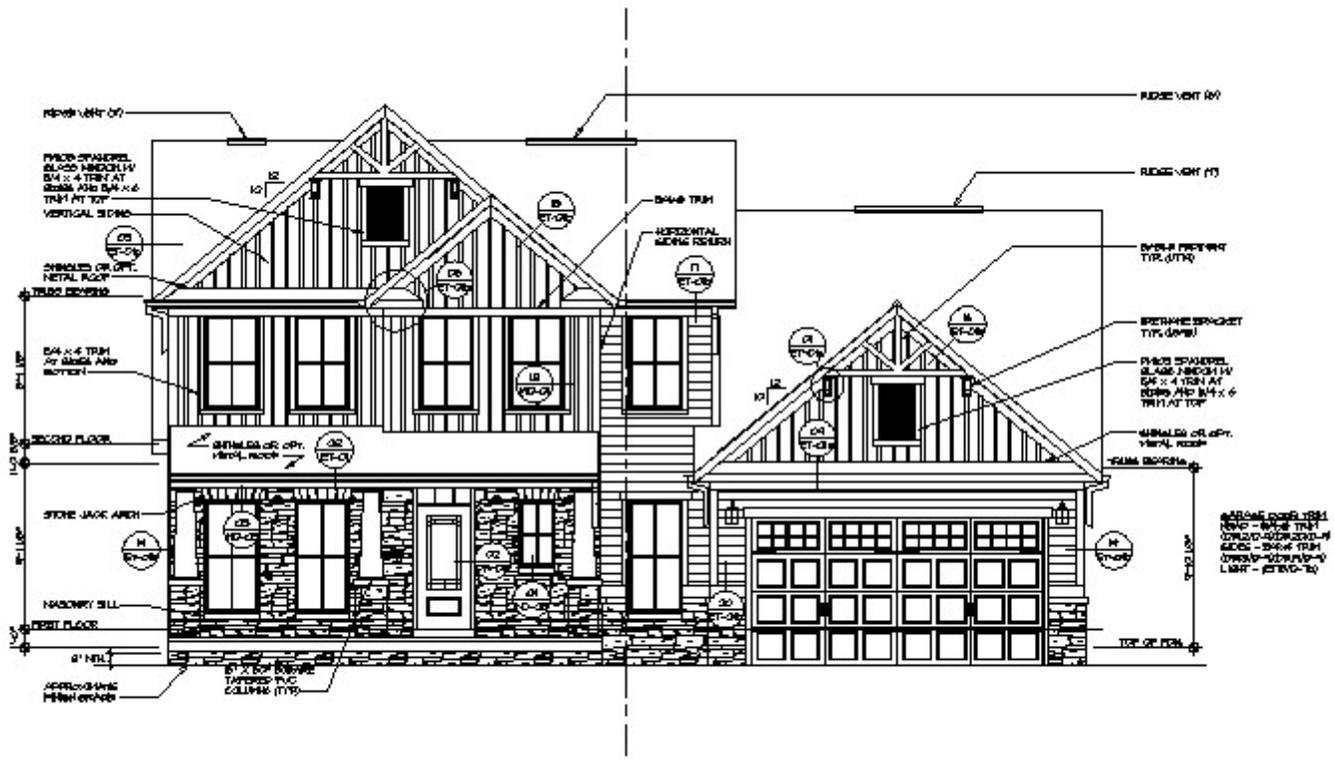
FRONT ELEVATION "K"
 SCALE: 1/4" = 1'-0" TWO CAR GARAGE FRONT ELEVATION



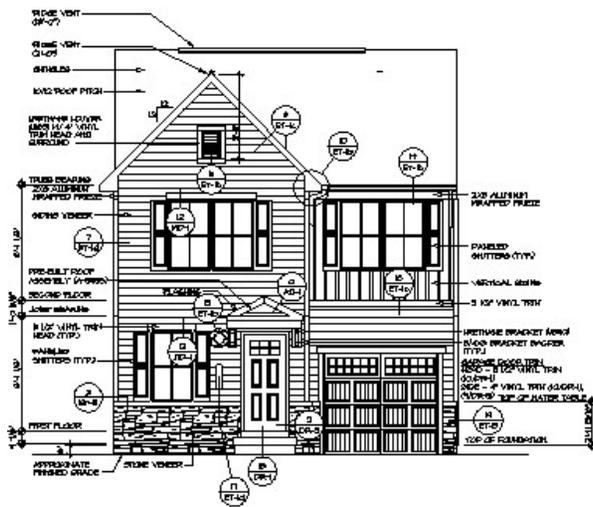
FRONT ELEVATION "K"
 RIGHT 1/4" = 1'-0" TO GARAGE FRONT ENTRY AVARAGE ELEV



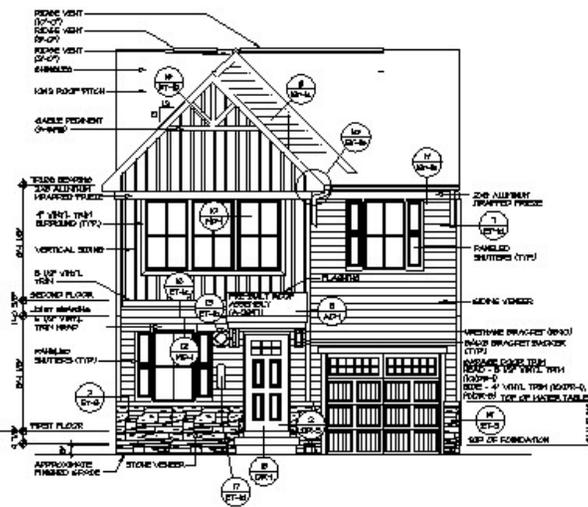
FRONT ELEVATION "K"
 SCALE: 1/8" = 1'-0"
 2-D CAR FRONT ENTRY GARAGE 1002



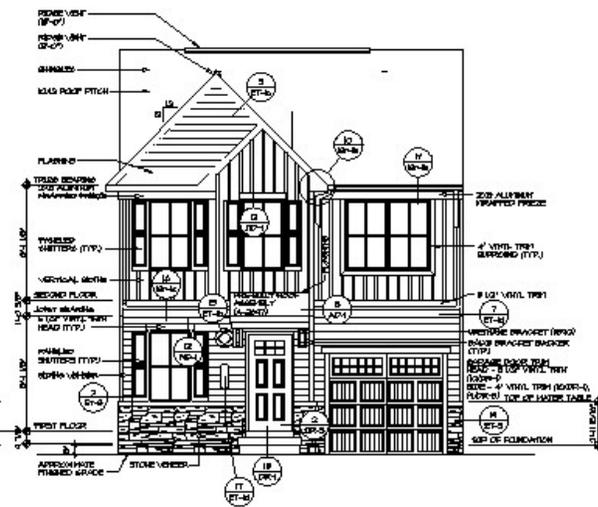
1 FRONT ELEVATION "L"
 SCALE: 1/4" = 1'-0" 1 1/2 CAR FRONT ENTRY GARAGE 1600"



1 FRONT ELEVATION "K"
SCALE 1/4" = 1'-0"



2 FRONT ELEVATION "L"
SCALE 1/4" = 1'-0"



3 FRONT ELEVATION "M"
SCALE 1/4" = 1'-0"



UNIT D
ELEVATION 'K'
(PER PLAN)

UNIT C
ELEVATION 'M'
(PER PLAN)

UNIT B
ELEVATION 'K'
(PER PLAN)

UNIT A
ELEVATION 'L'
(REVERSE)



4 - UNIT BUILDING

SCALE: 1/8" = 1'-0"

NAS04

SECTION 4

"Optional Features"



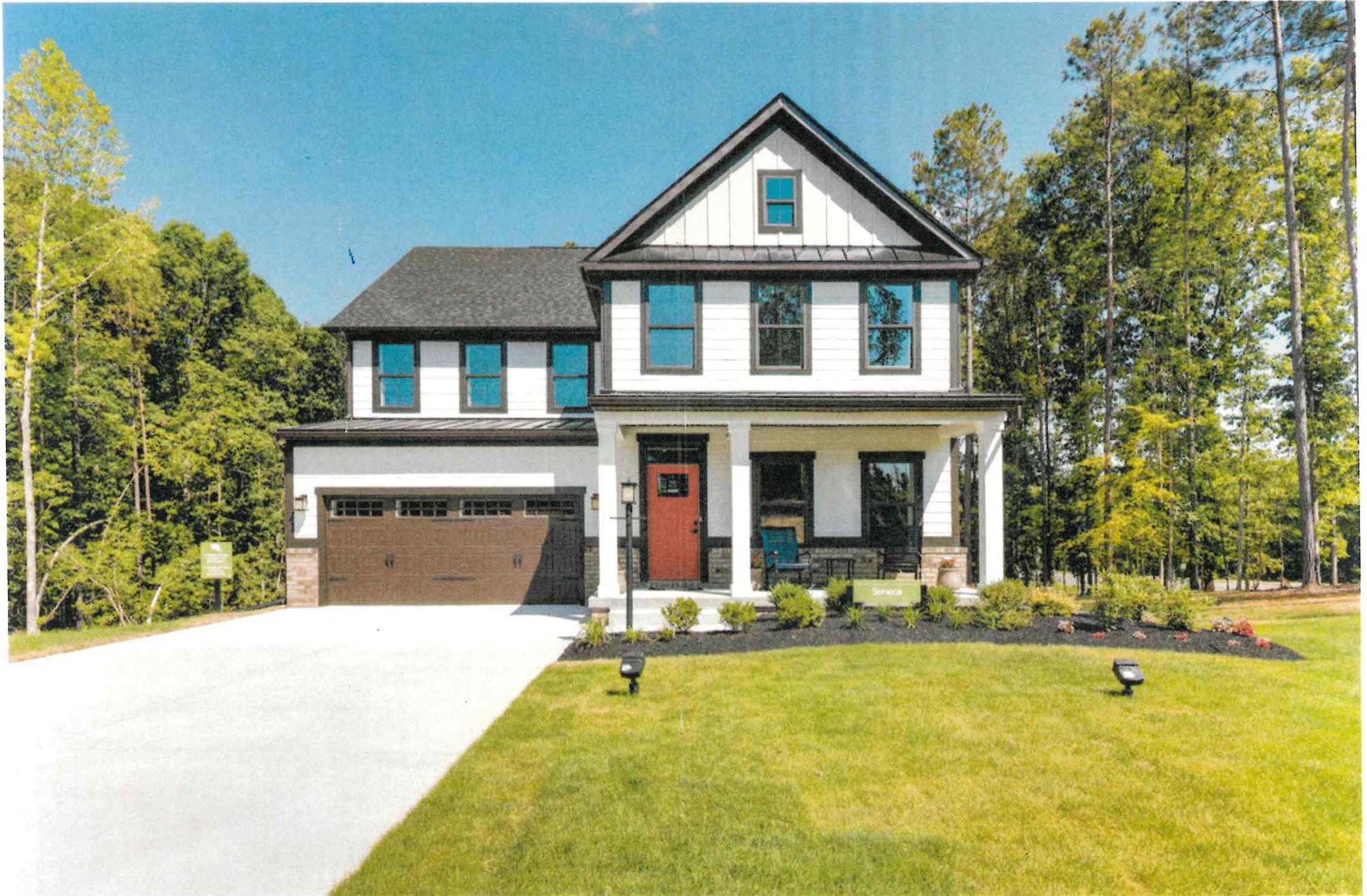
"Trellis Over Garage"



"Almond/Neutral Trim & Garage"



"Almond/Neutral Trim & Garage"

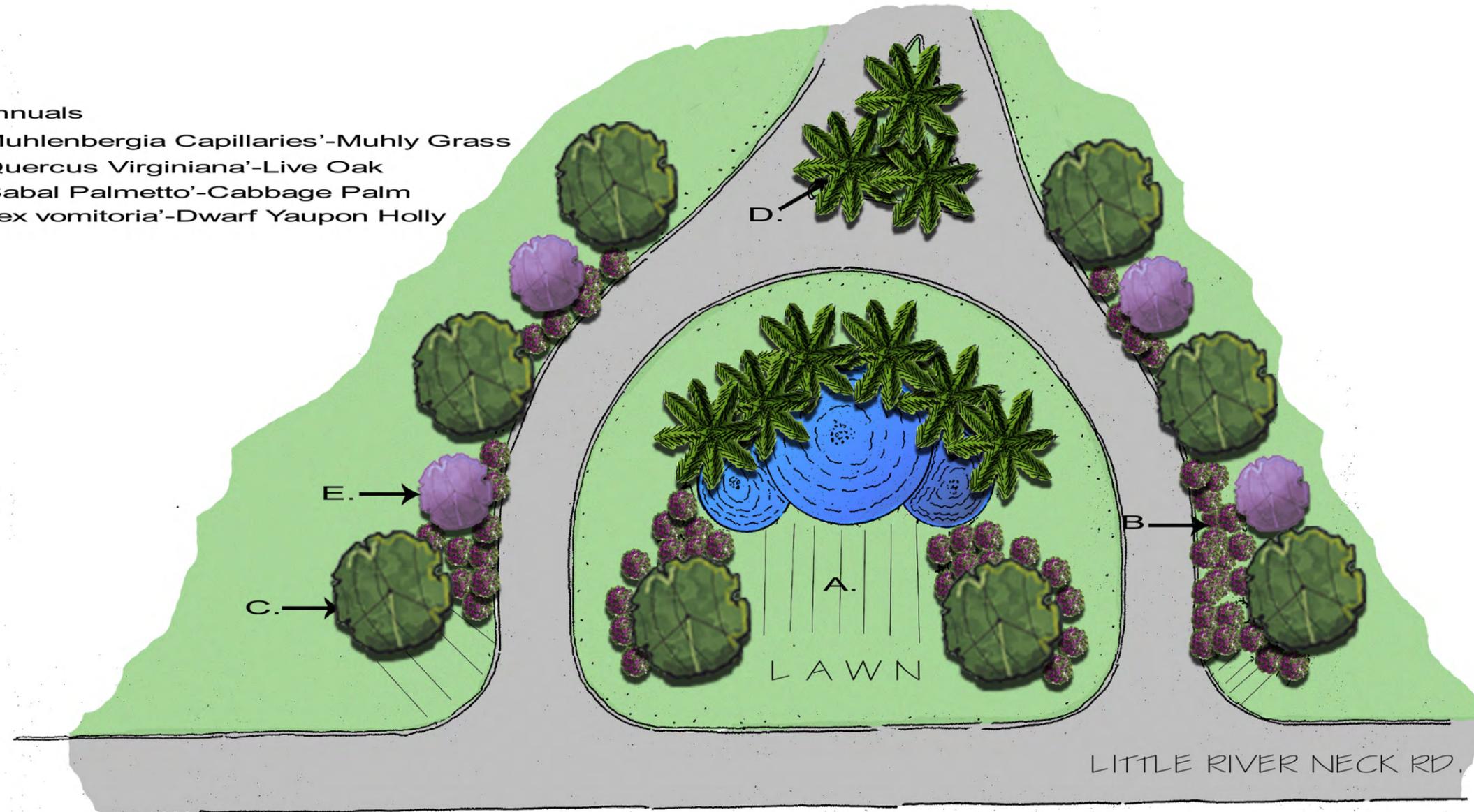


"Brown Trim & Garage"

APPENDIX D

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

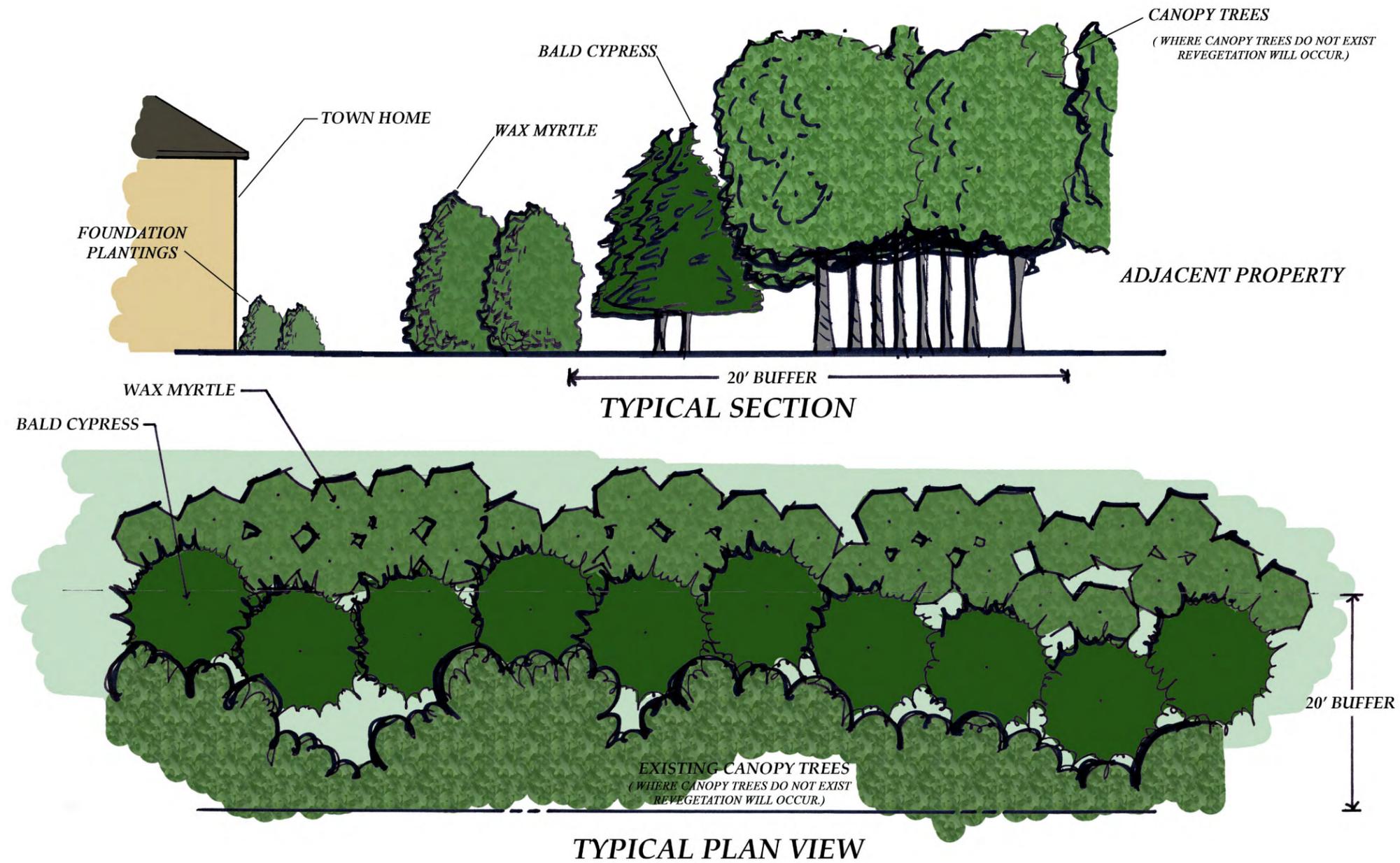
- A.- Annuals
- B.- 'Muhlenbergia Capillaries'-Muhly Grass
- C.- 'Quercus Virginiana'-Live Oak
- D.- 'Sabal Palmetto'-Cabbage Palm
- E.- 'Ilex vomitoria'-Dwarf Yaupon Holly



HOPE POINTE PDD CONCEPTUAL LANDSCAPE

City of North Myrtle Beach, SC

Prepared For: NVR, INC
3/4/21

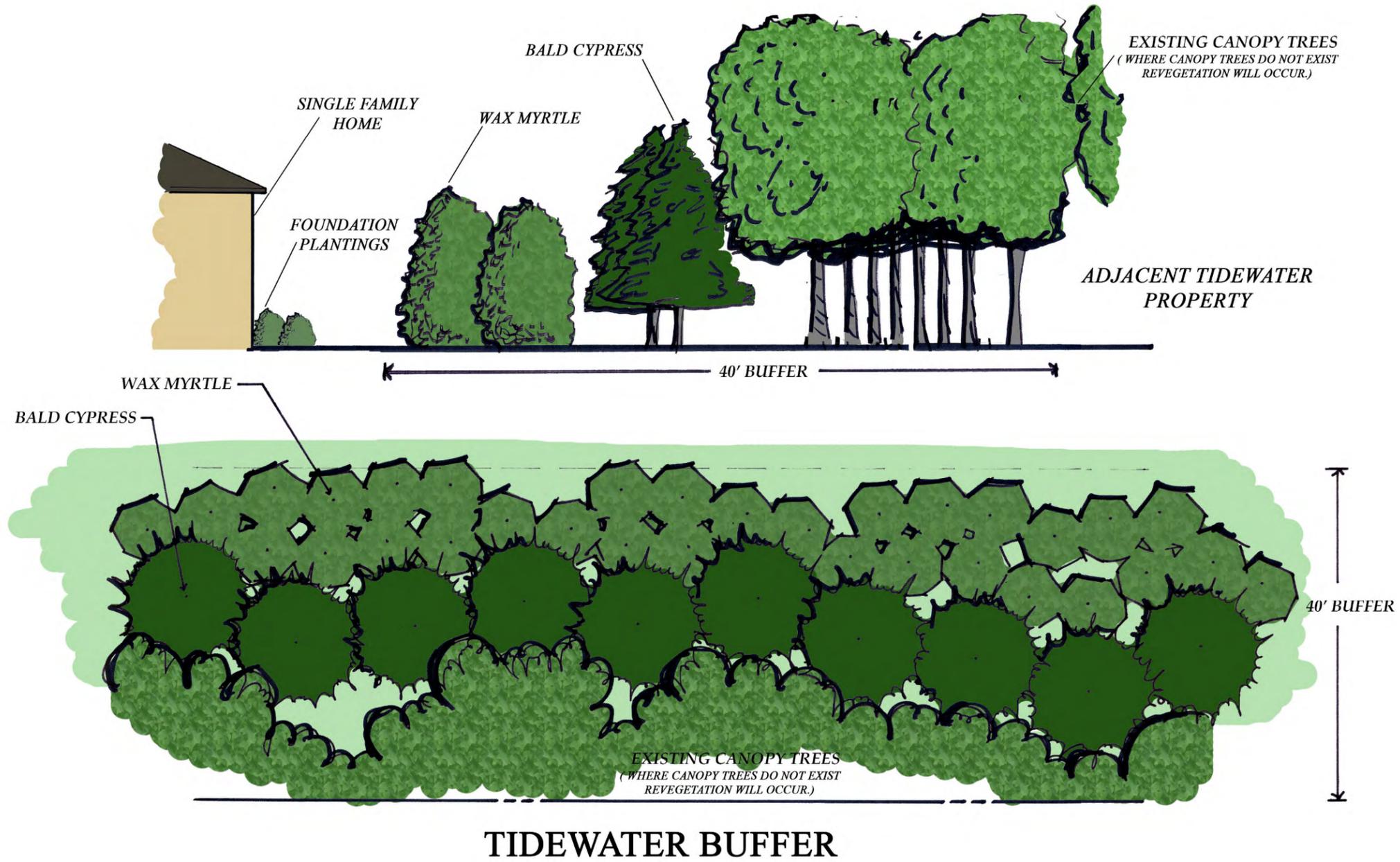


HOPE POINTE PDD

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

APPENDIX E
SEWER AND WATER FLOW CALCULATIONS

Water/Wastewater Master Plan Calculations

for

Hope Plantation Subdivision

Horry County, South Carolina

Prepared for

Ryan Homes

10710 Sikes Place, Suite 200

Charlotte, NC 28277

Prepared by



Consulting Engineers•Land Surveyors•Land Planners•Landscape Architects•Environmentalists
1298 Professional Drive
Myrtle Beach, South Carolina 29577
(843) 692-3200

October 6, 2020

DDC Project No.: 20028L

Hope Plantation Tract **WATER SYSTEM MASTER PLAN COMMENTS**

Introduction

The Hope Plantation community project site is located in the Little River Neck area of North Myrtle Beach, Horry County, South Carolina. The community is North of the Tidewater Community, and west of the FFA campground.

The current land plan for the subdivision shows construction of approximately 247 units (a mix of single family and townhomes) including two amenity areas.

This Master Plan looks at the proposed community as a whole, and the necessary water and sewer infrastructure on Little River Neck Road to handle these additional homes. This study did not look at the phasing of the project. Individual phases will be analyzed separately as proposed.

Proposed Water System

The Hope Plantation project will tie into the existing 12" waterline on Little River Neck Rd, owned and operated by the City of North Myrtle Beach.

The water system will utilize an 8" waterline from the existing 12" line on Little River Neck Road and will include an 8" loop around the project site. The other roads will be served with 8" and 6" waterlines, to provide adequate fire protection.

Based on the flow test information provided by the City of North Myrtle Beach, our analysis indicates that the existing water system in this area is adequate to provide water for the proposed maximum instantaneous demands, and provide adequate fire protection to the residents of this community.

Proposed Wastewater System

We created a hydraulic model for the Little River Neck Road pump station and force main system. This model allows us to see how the existing system is operating, and how the new wastewater pump station (Riverside) will affect the system.

The model was created using information provided by the City of North Myrtle Beach. GIS mapping was used to identify the existing force main locations and sizes. GIS and system mapping info were used to determine the locations of the numerous wastewater lift stations in the study area. Record drawings of the pump stations were used to determine the elevations of the station as well as the operating levels internal to the station. The Flygt pump station catalog and website were used to determine the pump curves for the pumps installed in the lift stations in the service area.

Our analysis included running the pump stations by themselves to determine the theoretical maximum pumping rate the pumps would be able to deliver if none of the other pumps were operating at the same time. We also ran a simulation with all of the pump stations running at the same time to determine the worst-case situation the pumps would encounter and to see how they operated simultaneously. We ran the all pumps running simulation both without the new Riverside pump station (as the system is currently configured), and with the new Riverside pump station (as it will be once the new station is online).

By modelling these scenarios, we are able to determine the normal pumping range for the lift stations in the area. All the pumps were able to pump during the existing conditions simulation, although at reduced rates due to the higher headloss rates in the forcemain system. The model indicates that once the Riverside PS is placed into operation that the existing pump stations would not be affected negatively. Meaning that none of the evaluated existing pump stations would be 'dead headed'.

The force main system on Little River Neck Rd. appears to be adequate for the current system, even with the Riverside PS. The 10" force main and 8" force main that discharge to the Drawbridge PS experience flow rates around 5 fps when all the pumps are running. The addition of the Riverside PS does not increase this flowrate significantly.

We looked at the run times of the pump stations in the sewer model of the Little River Neck Rd. area to determine if the run time data indicated a problem in the wastewater transmission system. Most of the pump stations do not exhibit long run times indicating that they are not having trouble keeping up with the amount of wastewater entering the lift station. Excessively high pressures in the existing force mains on Little River Neck Road should decrease the pump rate of the existing stations, which would show up in long run times for the stations trying to pump into the manifold system.

The Hill Street PS has the longest run times of all the stations, by a significant margin. This pump station is not negatively affected by the Riverside PS. The long run times may be normal, or could be the result of an unidentified pump problem. It should be investigated as a separate issue to determine if improvements to it need to be made.

The Drawbridge PS may need improvements as some point in the future. The specifics of potential improvements to Drawbridge PS and the downstream force mains were not analyzed as part of this evaluation.

HOPE PLANTATION WATER SYSTEM
WATER FLOW CALCULATIONS

HOPE PLANTATION BUILD-OUT WATER FLOW CALCULATIONS

Hope Plantation Master Plan

The proposed development known as Hope Plantation will consist of 103 residential lots, 144 townhomes, and two Amenity Sites. The proposed community will be served domestic water from the City of North Myrtle Beach's water system and will tie into the existing water line on Little River Neck Rd.

Hope Plantation Master Plan

Single Community:

Single Family detached	-	103 units
Single Family attached	-	144 units
<u>Amenity Sites</u>	-	<u>2 units</u>
Total	-	249 units

Maximum Instantaneous Demand:

249 Total Units

530.3 gpm (Ameen's Water Systems Source Book, pg 62)

20% of M.I.D. + 500 gpm Fire Flow:

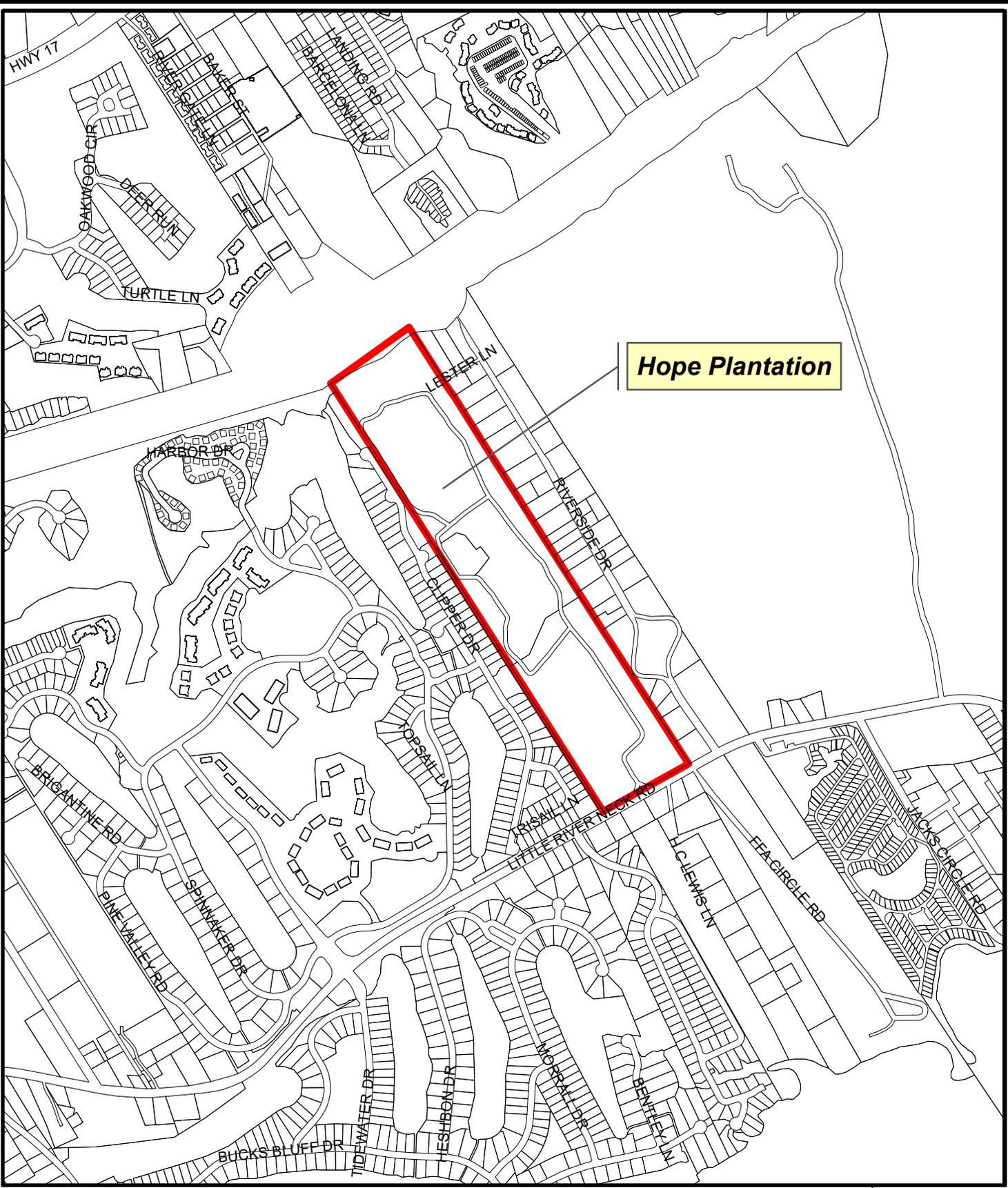
$$0.20 \times 530.3 \text{ gpm} = 106.1 \text{ gpm}$$

$$500 \text{ gpm (Fire Flow)} + 106.1 \text{ gpm} = 606.1 \text{ gpm}$$

Total Demand for 500 gpm Fire Flow + 20% of M.I.D. = 606.1 gpm

606.1 gpm > 530.3 gpm, so the **Fire Flow + 20% Maximum Instantaneous Demand will govern the water system design**

HOPE PLANTATION WATER SYSTEM
LOCATION MAPS



Hope Plantation



CONSULTING ENGINEERS, SURVEYORS, PLANNERS,
 LANDSCAPE ARCHITECTS & ENVIRONMENTALISTS
 1298 PROFESSIONAL DRIVE
 MYRTLE BEACH, SOUTH CAROLINA 29577
 PHONE: (843) 692 - 3200
 FAX: (843) 692 - 3210

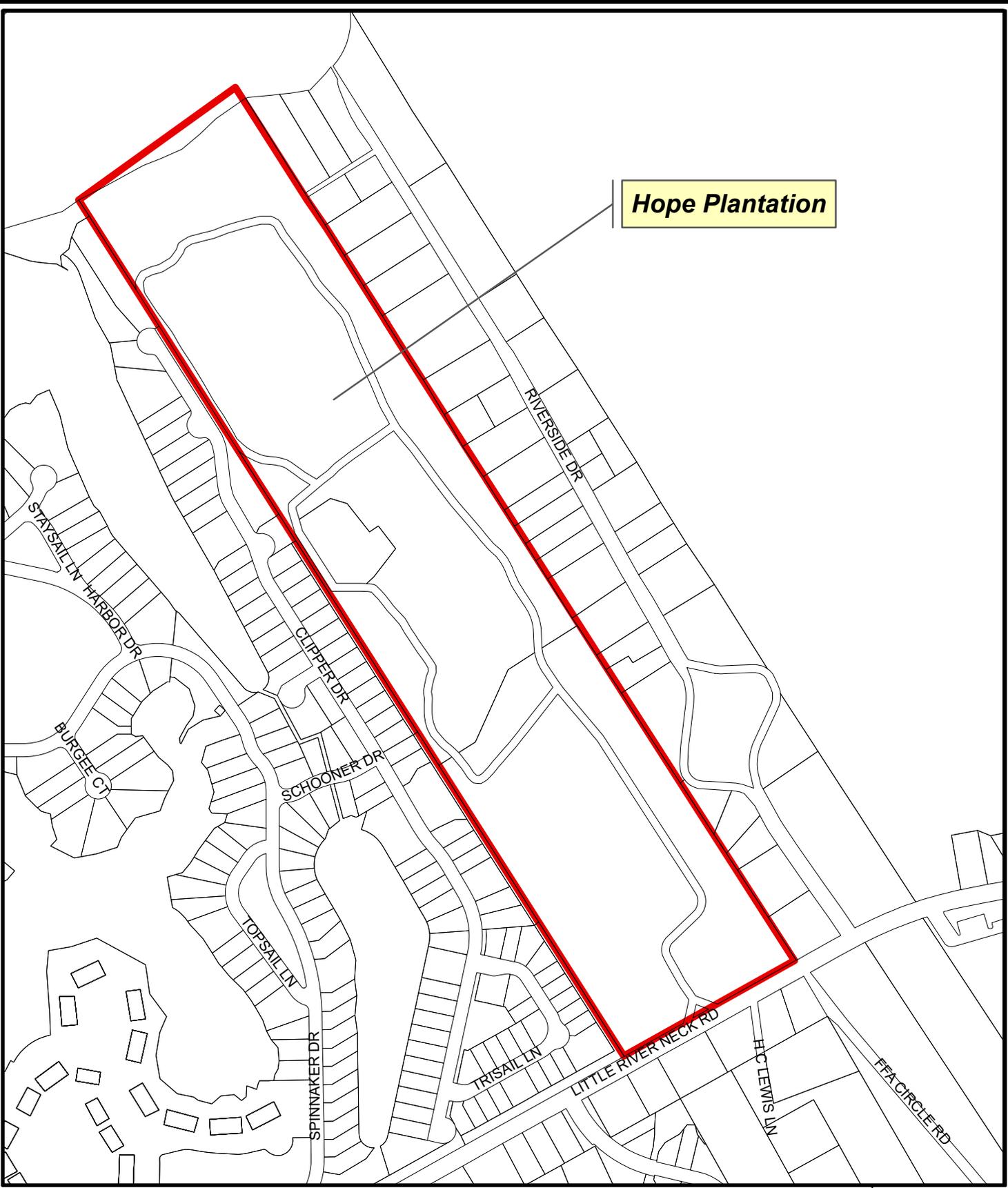
**Hope Plantation
 Vicinity Map**

Date: 11/2/2020
 County: Horry

Scale: 1"=1,000'
 Job No.: 20028L



Figure: **1**



Hope Plantation

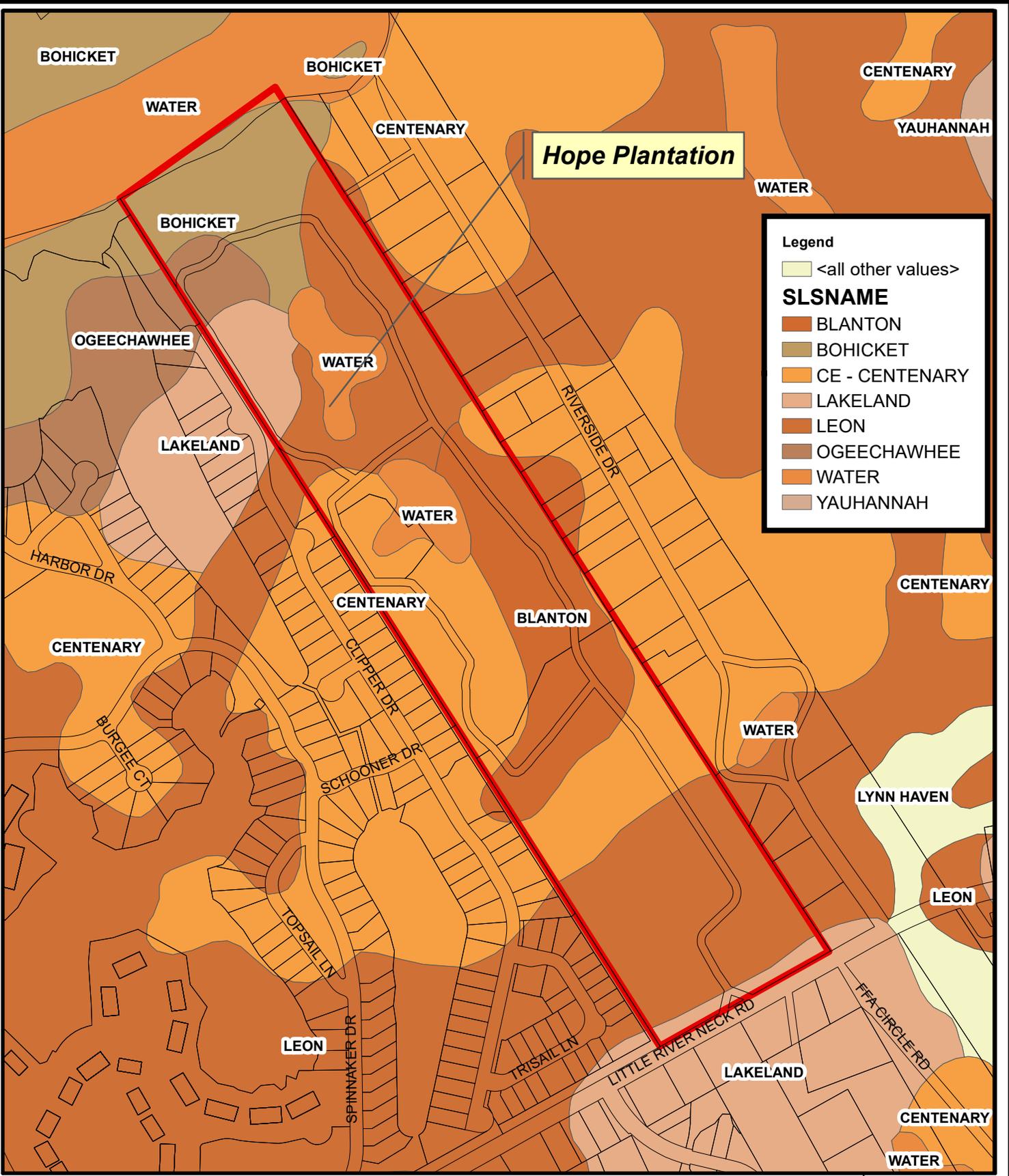


DDC
 CONSULTING ENGINEERS, SURVEYORS, PLANNERS,
 LANDSCAPE ARCHITECTS & ENVIRONMENTALISTS
 1298 PROFESSIONAL DRIVE
 MYRTLE BEACH, SOUTH CAROLINA 29577
 PHONE: (843) 692 - 3200
 FAX: (843) 692 - 3210

**Hope Plantation
 Location Map**
 Date: 11/2/2020
 County: Horry
 Scale: 1"=500'
 Job No.: 20028L



Figure: **2**



DDC

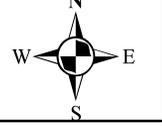
 CONSULTING ENGINEERS, SURVEYORS, PLANNERS,
 LANDSCAPE ARCHITECTS & ENVIRONMENTALISTS
 1298 PROFESSIONAL DRIVE
 MYRTLE BEACH, SOUTH CAROLINA 29577
 PHONE: (843) 692 - 3200
 FAX: (843) 692 - 3210

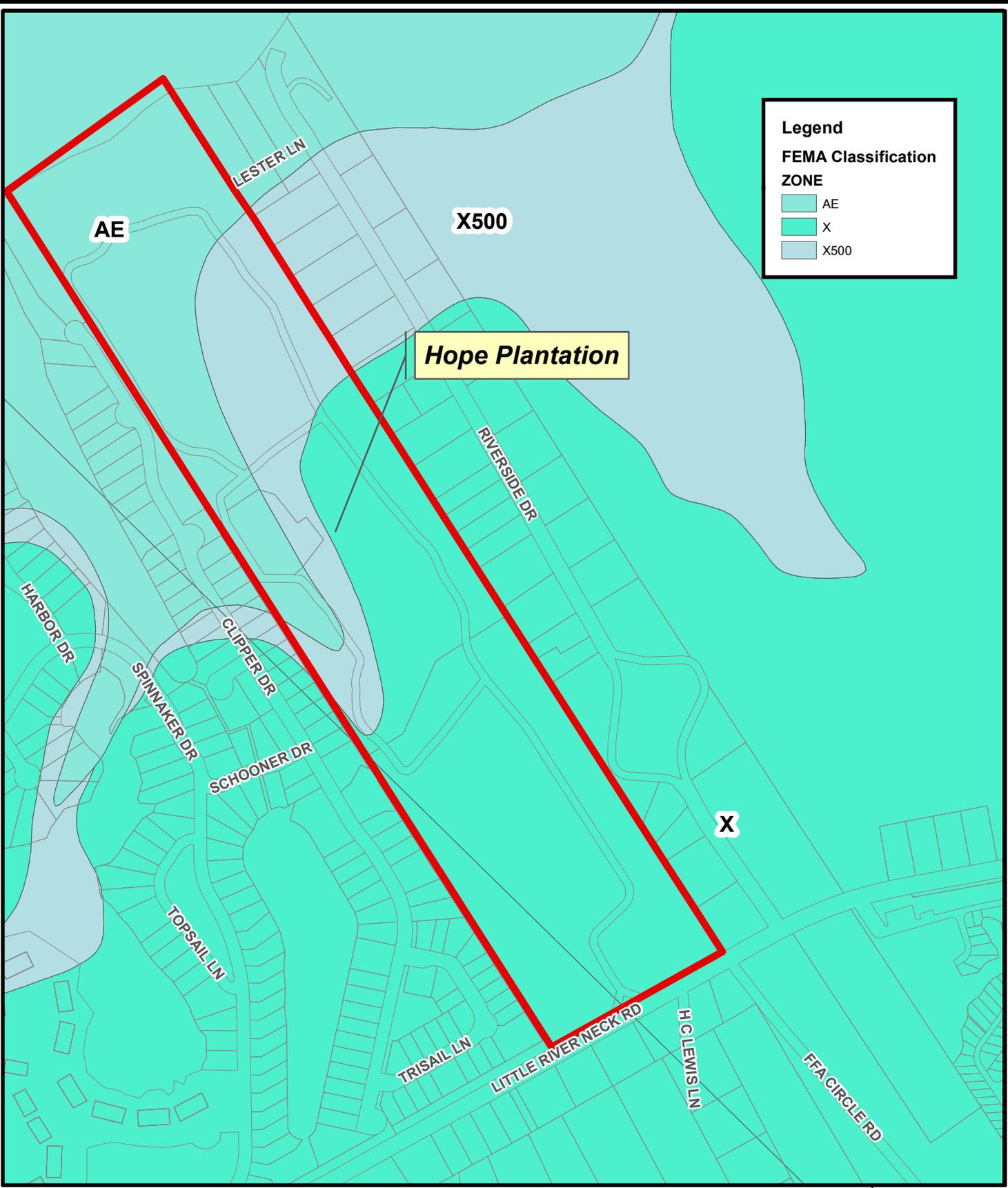
**Hope Plantation
 Soils Map**

Date: 11/2/2020
 County: Horry

Scale: 1"=500'
 Job No.: 20028L

Figure: **3**





Legend

FEMA Classification

ZONE

- AE
- X
- X500

Hope Plantation



CONSULTING ENGINEERS, SURVEYORS, PLANNERS,
 LANDSCAPE ARCHITECTS & ENVIRONMENTALISTS
 1298 PROFESSIONAL DRIVE
 MYRTLE BEACH, SOUTH CAROLINA 29577
 PHONE: (843) 692 - 3200
 FAX: (843) 692 - 3210

Hope Plantation Flood Map

Date: 11/2/2020
 County: Horry

Scale: 1" = 500'
 Job No.: 20028L

Figure: **4**



Hope Plantation

33°51'33.01"N
78°37'10.19"W

WAMPEE & LITTLE RIVER 7.5" USGS QUADS



CONSULTING ENGINEERS, SURVEYORS, PLANNERS,
LANDSCAPE ARCHITECTS & ENVIRONMENTALISTS
1298 PROFESSIONAL DRIVE
MYRTLE BEACH, SOUTH CAROLINA 29577
PHONE: (843) 692 - 3200
FAX: (843) 692 - 3210

Hope Plantation USGS Topo Map

Date: 11/2/2020
County: Horry

Scale: 1" = 2000'
Job No.: 20028L

Figure: **5**

HOPE PLANTATION WATER SYSTEM
WATER SYSTEM CALIBRATION

CITY OF NORTH MYRTLE BEACH

FIRE FLOW TEST

DATE: 9-23-2020 TIME: 8:59

LOCATION: Little River Neck Rd.

TESTED BY: Tommy Karnes

PURPOSE OF TEST: Fire Flow

TYPE OF PIPE: DI SIZE OF MAIN: 12"

LOCATION OF FLOW TEST: Entrance of FFA Circle Rd.

DISTANCE TO TIE-IN TO FLOWING HYDRANT: 4'

FLOWED HYDRANT NUMBER: Entrance of FFA Circle Rd.

RESIDUAL HYDRANT NUMBER: Little River Neck Rd # 5220

SIZE OF NOZZLE: 2 1/2

STATIC PRESSURE: 50

RESIDUAL HYDRANT AT 500 GPM: 49 RESIDUAL HYDRANT AT FULL FLOW: 47

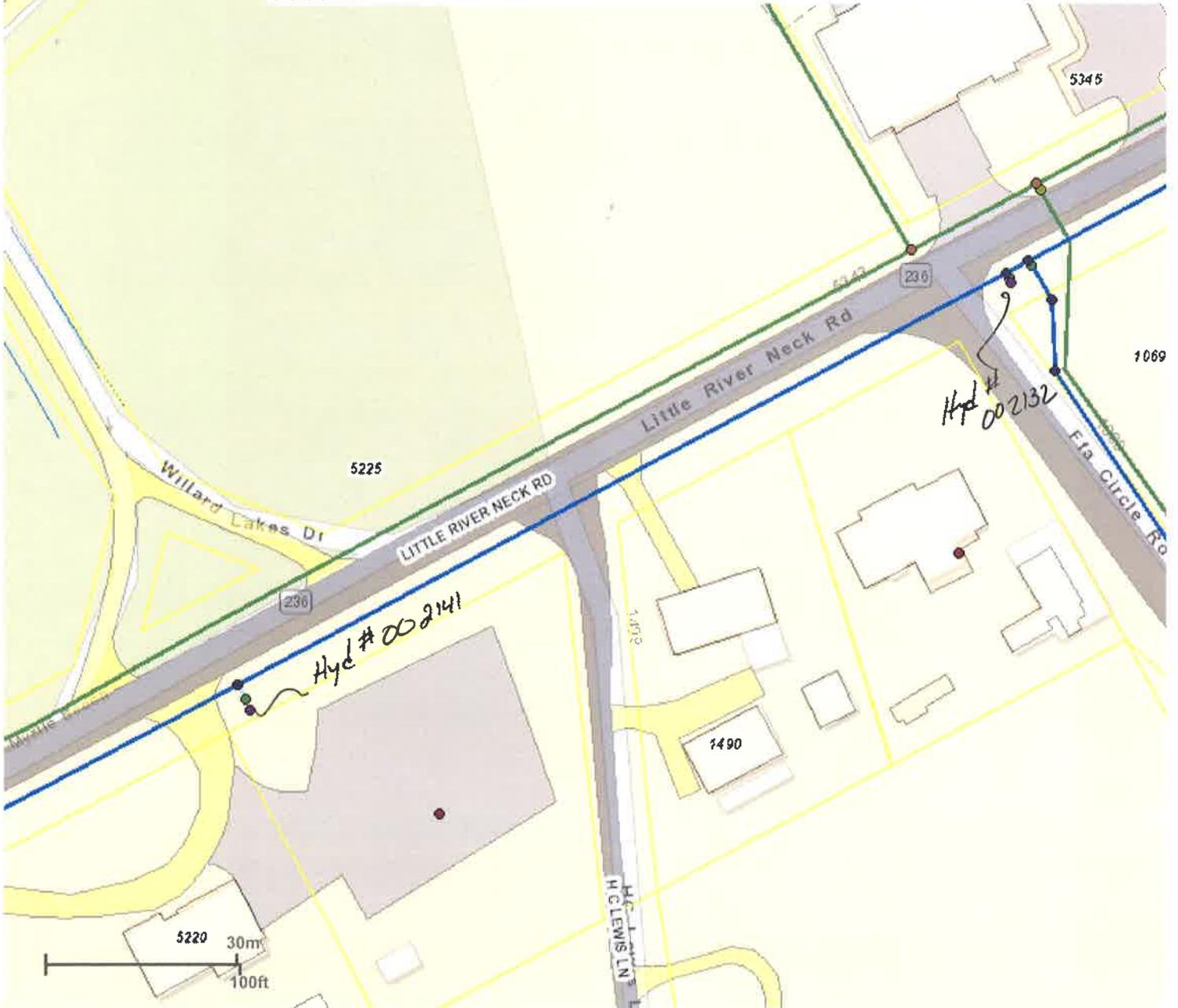
FULL FLOW GPM: 1030

FULL FLOW PSI AT FLOW HYDRANT: 37

COMMENTS:

~~Hyd#~~
002132
~~Hyd#~~
062141

Selection **Select** **Action** **Toggle** **Identify** All Top Visible





DDC ENGINEERS, INC. No. C00036



Color Coding Legend
Pipe: Diameter (in)

- = 6"
- = 8"
- = 12"

FLOW HYDRANT #002132
FULL FLOW = 1030 GPM

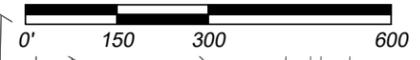
RESIDUAL HYDRANT #002141
STATIC PRESSURE = 50 PSI
RESIDUAL PRESSURE = 47 PSI

FFA Circle Rd.

NIMS Water Supply



SCALE IN FEET



NO.	DATE	REVISION DESCRIPTION	BY

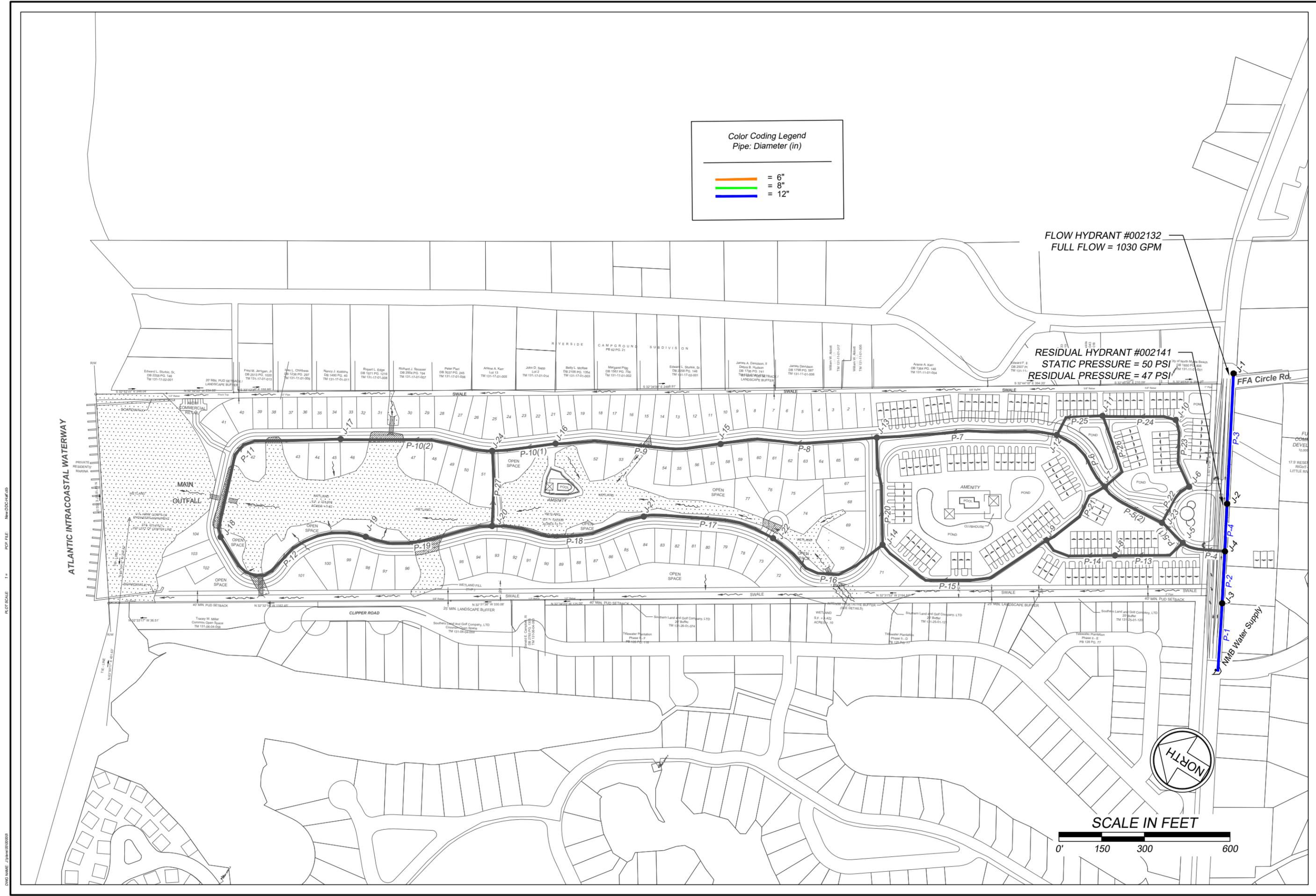
NO. DATE REVISION DESCRIPTION BY

CALIBRATION WATER MODEL
HOPE PLANTATION
 Horry County, South Carolina
 PREPARED FOR: RYAN HOMES

SCALE: 1"=300'
 DATE: 10/5/2020
 DESIGNED BY: EMJ
 DRAWN BY: EMJ
 APPROV. BY: EMJ
 PROJECT NO.: 20028L

CAL

FILE NO.:



Hope Plantation Water Model
Active Scenario: Calibration-Residual

FlexTable: Junction Table

Label	Elevation (ft)	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
J-1	25.00	1,030	132.79	47
J-2	25.00	0	133.85	47
J-3	25.00	0	134.67	47
J-4	25.00	0	134.24	47

Hope Plantation Water Model
Active Scenario: Calibration-Residual
FlexTable: Pipe Table

Label	Diameter (in)	Length (ft)	Material	Hazen-Williams C	Flow (gpm)	Velocity (ft/s)	Has User Defined Length?
P-1	12.0	2,500	Ductile Iron	140.0	1,030	2.92	True
P-3	12.0	457	Ductile Iron	140.0	1,030	2.92	False
P-2	12.0	182	Ductile Iron	140.0	1,030	2.92	False
P-4	12.0	166	Ductile Iron	140.0	1,030	2.92	False

Hope Plantation Water Model
Active Scenario: Calibration-Residual

FlexTable: Reservoir Table

Label	Elevation (ft)	Flow (Out net) (gpm)	Hydraulic Grade (ft)
NMB Water Supply	140.50	1,030	140.50

Hope Plantation Water Model
Active Scenario: Calibration-Static

FlexTable: Junction Table

Label	Elevation (ft)	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
J-1	25.00	0	140.50	50
J-2	25.00	0	140.50	50
J-3	25.00	0	140.50	50
J-4	25.00	0	140.50	50

Hope Plantation Water Model
Active Scenario: Calibration-Static
FlexTable: Pipe Table

Label	Diameter (in)	Length (ft)	Material	Hazen-Williams C	Flow (gpm)	Velocity (ft/s)	Has User Defined Length?
P-1	12.0	2,500	Ductile Iron	140.0	0	0.00	True
P-3	12.0	457	Ductile Iron	140.0	0	0.00	False
P-2	12.0	182	Ductile Iron	140.0	0	0.00	False
P-4	12.0	166	Ductile Iron	140.0	0	0.00	False

Hope Plantation Water Model
Active Scenario: Calibration-Static

FlexTable: Reservoir Table

Label	Elevation (ft)	Flow (Out net) (gpm)	Hydraulic Grade (ft)
NMB Water Supply	140.50	0	140.50

HOPE PLANTATION WATER SYSTEM
WATER SYSTEM CALCULATIONS



Consulting Engineers, Surveyors, Planners,
Landscape Architects & Environmentalists
1208 Professional Dr., Myrtle Beach, SC 29577
Phone: (843) 692-3200 Fax: (843) 692-3210

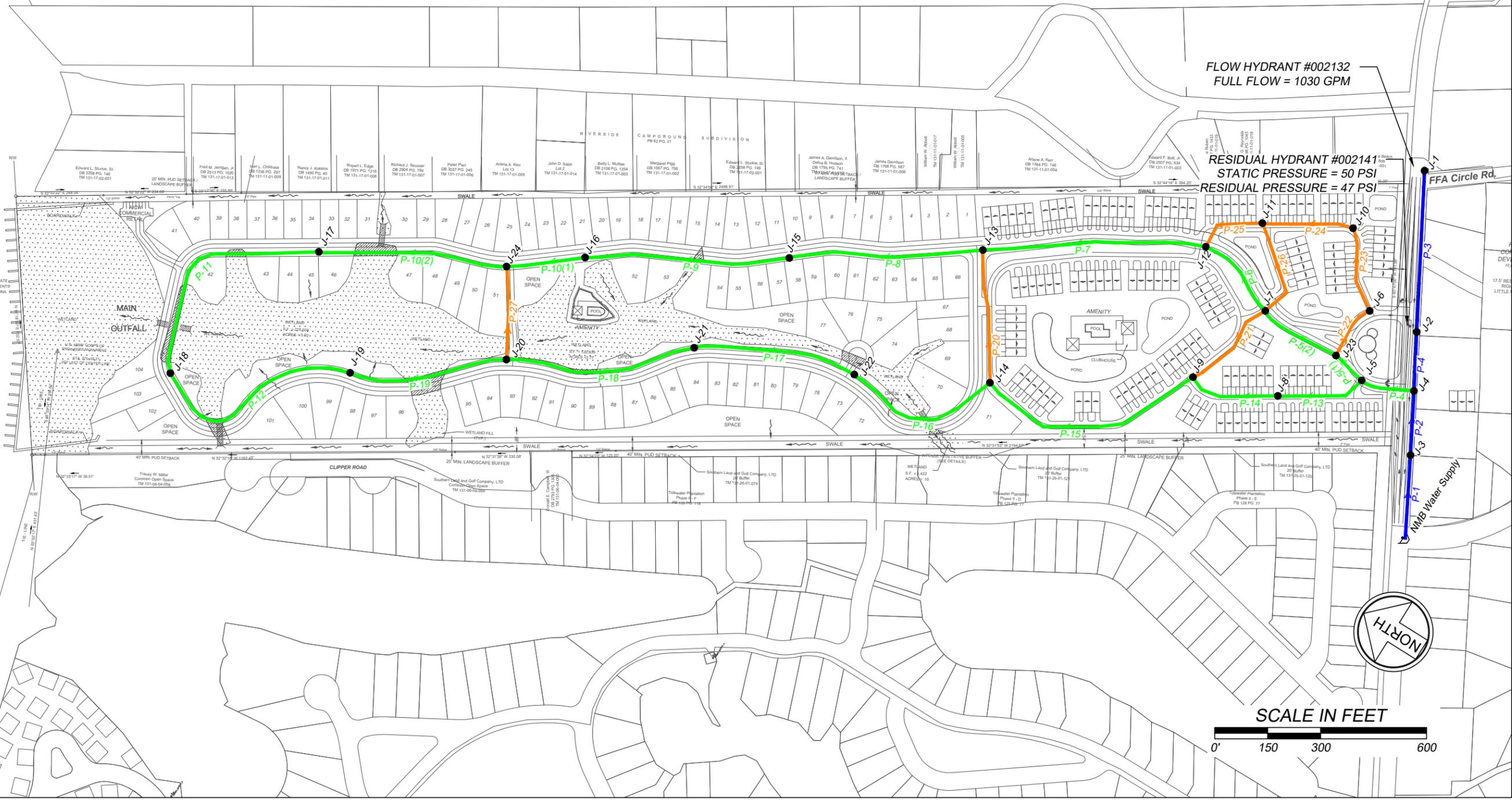


Color Coding Legend
Pipe: Diameter (in)

- = 6"
- = 8"
- = 12"

FLOW HYDRANT #002132
FULL FLOW = 1030 GPM

RESIDUAL HYDRANT #002141
STATIC PRESSURE = 50 PSI
RESIDUAL PRESSURE = 47 PSI



NO.	DATE	REVISION DESCRIPTION	BY

BUILD-OUT WATER MODEL
HOPE PLANTATION
Horry County, South Carolina
PREPARED FOR: RYAN HOMES

SCALE: 1"=300'
DATE: 10/5/2020
DESIGNED BY: EMJ
DRAWN BY: EMJ
APPROV. BY: EMJ
PROJECT NO.: 20028L
MP

Hope Plantation Master Plan Water Demands (Max. Instantaneous Demands)

<u>#</u>	<u>NODE</u>	<u># OF UNITS</u>	<u>SUM OF UNITS</u>	<u>MAX MAX. INSTANT.</u>	<u>MAX. INSTANT. DEMAND</u>	<u>MAX. INSTANT. DEMAND (20%)</u>
1	J-18	4	4	30.0 GPM	30.0 GPM	6.0 GPM
2	J-17	19	23	111.4 GPM	81.4 GPM	16.3 GPM
3	J-19	5	28	130.4 GPM	19.0 GPM	3.8 GPM
4	J-20	7	35	155.0 GPM	24.6 GPM	4.9 GPM
5	J-24	10	45	188.0 GPM	33.0 GPM	6.6 GPM
6	J-16	12	57	222.9 GPM	34.9 GPM	7.0 GPM
7	J-21	9	66	246.0 GPM	23.1 GPM	4.6 GPM
8	J-15	16	82	282.2 GPM	36.2 GPM	7.2 GPM
9	J-22	8	90	299.0 GPM	16.8 GPM	3.4 GPM
10	J-13	43	133	376.8 GPM	77.8 GPM	15.6 GPM
11	J-14	15	148	400.8 GPM	24.0 GPM	4.8 GPM
12	J-12	18	166	426.4 GPM	25.6 GPM	5.1 GPM
13	J-9	21	187	454.6 GPM	28.2 GPM	5.6 GPM
14	J-11	12	199	470.2 GPM	15.6 GPM	3.1 GPM
15	J-8	24	223	499.1 GPM	28.9 GPM	5.8 GPM
16	J-7	9	232	509.9 GPM	10.8 GPM	2.2 GPM
17	J-10	17	249	530.3 GPM	20.4 GPM	4.1 GPM

DEMAND TOTALS: 530.3 GPM 106.1 GPM

TOTAL SYSYTEM DEMANDS: 530.3 GPM 106.1 GPM

MAXIMUM INSTANTANEOUS DEMAND: 530.3 GPM

Hope Plantation Water Model
Active Scenario: Max. Instantaneous Demands
FlexTable: Junction Table

Label	Elevation (ft)	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
J-1	25.00	0	138.67	49
J-2	25.00	0	138.67	49
J-3	25.00	0	138.79	49
J-4	25.00	0	138.67	49
J-5	25.00	0	137.91	49
J-6	25.00	0	137.65	49
J-7	24.00	11	137.48	49
J-8	23.00	29	137.65	50
J-9	23.00	28	137.44	50
J-10	25.00	20	137.52	49
J-11	25.00	16	137.45	49
J-12	24.00	26	137.35	49
J-13	23.00	78	136.85	49
J-14	23.00	24	136.90	49
J-15	22.00	36	136.58	50
J-16	20.00	35	136.40	50
J-17	18.00	81	136.31	51
J-18	18.00	30	136.31	51
J-19	18.00	19	136.34	51
J-20	20.00	25	136.38	50
J-21	20.00	23	136.52	50
J-22	22.00	17	136.69	50
J-23	24.70	0	137.73	49
J-24	19.42	33	136.37	51

Hope Plantation Water Model
Active Scenario: Max. Instantaneous Demands
FlexTable: Pipe Table

Label	Diameter (in)	Length (ft)	Material	Hazen-Williams C	Flow (gpm)	Velocity (ft/s)	Has User Defined Length?
P-1	12.0	2,500	Ductile Iron	140.0	530	1.50	True
P-3	12.0	457	Ductile Iron	140.0	0	0.00	False
P-2	12.0	182	Ductile Iron	140.0	530	1.50	False
P-4	12.0	166	Ductile Iron	140.0	0	0.00	False
P-4	8.0	154	PVC	140.0	530	3.38	False
P-6	8.0	255	PVC	140.0	153	0.98	False
P-7	8.0	633	PVC	140.0	198	1.26	False
P-8	8.0	554	PVC	140.0	153	0.98	False
P-9	8.0	583	PVC	140.0	117	0.75	False
P-11	8.0	685	PVC	140.0	-12	0.08	False
P-12	8.0	629	PVC	140.0	-42	0.27	False
P-5(1)	8.0	101	PVC	140.0	304	1.94	False
P-5(2)	8.0	241	PVC	140.0	231	1.47	False
P-13	8.0	255	PVC	140.0	226	1.44	False
P-14	8.0	265	PVC	140.0	197	1.26	False
P-15	8.0	661	PVC	140.0	203	1.29	False
P-16	8.0	463	PVC	140.0	146	0.93	False
P-17	8.0	470	PVC	140.0	129	0.82	False
P-18	8.0	549	PVC	140.0	106	0.68	False
P-19	8.0	454	PVC	140.0	61	0.39	False
P-20	6.0	382	PVC	140.0	33	0.37	False
P-21	6.0	288	PVC	140.0	34	0.39	False
P-22	6.0	164	PVC	140.0	74	0.84	False
P-23	6.0	245	PVC	140.0	74	0.84	False
P-24	6.0	260	PVC	140.0	53	0.61	False
P-25	6.0	197	PVC	140.0	70	0.80	False
P-26	6.0	287	PVC	140.0	33	0.37	False
P-10(1)	8.0	224	PVC	140.0	82	0.52	False
P-10(2)	8.0	544	PVC	140.0	69	0.44	False
P-27	6.0	265	PVC	140.0	20	0.23	False

Hope Plantation Water Model
Active Scenario: Max. Instantaneous Demands

FlexTable: Reservoir Table

Label	Elevation (ft)	Flow (Out net) (gpm)	Hydraulic Grade (ft)
NMB Water Supply	140.50	530	140.50

HOPE PLANTATION WATER SYSTEM
FIRE FLOW CALCULATIONS

Hope Plantation Water Model
Active Scenario: 500gpm & 20% MID
Fire Flow Node FlexTable: Fire Flow Report

Label	Fire Flow (Needed) (gpm)	Flow (Total Needed) (gpm)	Fire Flow (Available) (gpm)	Pressure (Calculated Zone Lower Limit @ Total Flow Needed) (psi)	Junction w/ Minimum Pressure (Zone)	Velocity of Maximum Pipe (ft/s)	Satisfies Fire Flow Constraints?
J-1	500	500	3,283	49	J-2	9.62	True
J-5	500	500	3,022	49	J-11	19.97	True
J-6	500	500	2,273	48	J-10	17.17	True
J-7	500	502	2,711	48	J-11	17.98	True
J-8	500	506	2,745	48	J-9	18.19	True
J-9	500	506	2,648	48	J-14	17.58	True
J-10	500	504	2,141	48	J-6	14.34	True
J-11	500	503	2,425	48	J-10	16.16	True
J-12	500	505	2,575	48	J-13	17.11	True
J-13	500	516	2,300	48	J-15	15.36	True
J-14	500	505	2,310	48	J-22	15.42	True
J-15	500	507	2,045	48	J-16	13.73	True
J-16	500	507	1,963	48	J-24	13.21	True
J-17	500	516	1,823	48	J-18	12.31	True
J-18	500	506	1,781	48	J-17	12.04	True
J-19	500	504	1,838	48	J-18	12.41	True
J-20	500	505	1,939	48	J-19	13.06	True
J-21	500	505	1,994	48	J-20	13.40	True
J-22	500	503	2,079	48	J-21	13.95	True
J-23	500	500	2,841	48	J-6	18.81	True
J-24	500	507	1,952	48	J-17	13.14	True

Hope Plantation Water Model
Active Scenario: 500gpm & 20% MID

FlexTable: Junction Table

Label	Elevation (ft)	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
J-1	25.00	0	140.41	50
J-2	25.00	0	140.41	50
J-3	25.00	0	140.41	50
J-4	25.00	0	140.41	50
J-5	25.00	0	140.37	50
J-6	25.00	0	140.36	50
J-7	24.00	2	140.35	50
J-8	23.00	6	140.36	51
J-9	23.00	6	140.34	51
J-10	25.00	4	140.35	50
J-11	25.00	3	140.35	50
J-12	24.00	5	140.34	50
J-13	23.00	16	140.31	51
J-14	23.00	5	140.32	51
J-15	22.00	7	140.30	51
J-16	20.00	7	140.29	52
J-17	18.00	16	140.29	53
J-18	18.00	6	140.29	53
J-19	18.00	4	140.29	53
J-20	20.00	5	140.29	52
J-21	20.00	5	140.30	52
J-22	22.00	3	140.31	51
J-23	24.70	0	140.36	50
J-24	19.42	7	140.29	52

Hope Plantation Water Model
Active Scenario: 500gpm & 20% MID
FlexTable: Pipe Table

Label	Diameter (in)	Length (ft)	Material	Hazen-Williams C	Flow (gpm)	Velocity (ft/s)	Has User Defined Length?
P-1	12.0	2,500	Ductile Iron	140.0	106	0.30	True
P-3	12.0	457	Ductile Iron	140.0	0	0.00	False
P-2	12.0	182	Ductile Iron	140.0	106	0.30	False
P-4	12.0	166	Ductile Iron	140.0	0	0.00	False
P-4	8.0	154	PVC	140.0	106	0.68	False
P-6	8.0	255	PVC	140.0	31	0.20	False
P-7	8.0	633	PVC	140.0	40	0.25	False
P-8	8.0	554	PVC	140.0	31	0.20	False
P-9	8.0	583	PVC	140.0	23	0.15	False
P-11	8.0	685	PVC	140.0	-2	0.02	False
P-12	8.0	629	PVC	140.0	-8	0.05	False
P-5(1)	8.0	101	PVC	140.0	61	0.39	False
P-5(2)	8.0	241	PVC	140.0	46	0.29	False
P-13	8.0	255	PVC	140.0	45	0.29	False
P-14	8.0	265	PVC	140.0	39	0.25	False
P-15	8.0	661	PVC	140.0	41	0.26	False
P-16	8.0	463	PVC	140.0	29	0.19	False
P-17	8.0	470	PVC	140.0	26	0.16	False
P-18	8.0	549	PVC	140.0	21	0.14	False
P-19	8.0	454	PVC	140.0	12	0.08	False
P-20	6.0	382	PVC	140.0	7	0.07	False
P-21	6.0	288	PVC	140.0	7	0.08	False
P-22	6.0	164	PVC	140.0	15	0.17	False
P-23	6.0	245	PVC	140.0	15	0.17	False
P-24	6.0	260	PVC	140.0	11	0.12	False
P-25	6.0	197	PVC	140.0	14	0.16	False
P-26	6.0	287	PVC	140.0	7	0.07	False
P-10(1)	8.0	224	PVC	140.0	16	0.10	False
P-10(2)	8.0	544	PVC	140.0	14	0.09	False
P-27	6.0	265	PVC	140.0	4	0.05	False

Hope Plantation Water Model
Active Scenario: 500gpm & 20% MID

FlexTable: Reservoir Table

Label	Elevation (ft)	Flow (Out net) (gpm)	Hydraulic Grade (ft)
NMB Water Supply	140.50	106	140.50

HOPE PLANTATION WASTEWATER SYSTEM
WASTEWATER CALCULATIONS

HOPE PLANTATION / RIVERSIDE DRIVE PUMP STATION DESIGN CALCULATIONS

Riverside Drive / Hope Plantation – Build out conditions

1. Available Data

Existing Riverside Drive (approx. count)	30 Single-Family Lots
Hope Plantation Single Family	103 Single-Family Lots
Hope Plantation Single Family	144 Single-Family Units
Hope Plantation Amenity Buildings	2 Single-Family Lots
Subtotal:	279 REUs

2. Average Daily Flow to Riverside Drive Pump Station:

$$279 \text{ Lots} \times 300 \text{ gpd} = 83,700 \text{ gpd}$$

$$\text{Average Daily Flow} = \underline{\mathbf{83,700 \text{ gpd}}}$$

3. Peak Flow:

$$83,700 \text{ GPD} / 1440 \times 2.5 \text{ (peaking factor)} = \underline{\mathbf{145.3 \text{ gpm}}}$$

4. Pump Station Hydraulic Model Data

Pump Station	Pump HP	Only Pump Running	Ex-All Pumps Running	All PS Running w/Riverside	Daily Run Time
NMB RV Park	10	247gpm @79'	84 gpm @ 93'	59 gpm @ 95'	1.91 hr/day
Waters Edge	15	522gpm @77'	242 gpm@103'	205gpm@107'	0.24 hr/day
Tidewater #1	20	709gpm @63'	148 gpm @ 89'	83gpm @ 92'	2.80 hr/day
Tidewater #2	20	733gpm @68'	291 gpm @ 97'	219gpm@101'	0.75 hr/day
Tidewater #3	14.8	548gpm @77'	229 gpm @ 99'	196gpm@102'	2.95 hr/day
Creekside	7.5	294gpm @38'	131gpm @ 53'	131gpm @ 53'	2.26 hr/day
Charleston Landing	14.8	402gpm @74'	277 gpm @ 85'	277gpm @ 85'	0.5 hr/day
Hill St.	10	210gpm @55'	138 gpm @ 65'	138gpm @65'	6.83 hr/day
Oyster Ln.	5	665gpm @13'	221 gpm @ 40'	198 gpm @41'	0.30 hr/day
27 th Ave N #1	5	379gpm @19'	82 gpm @ 39'	82 gpm @39'	1.16 hr/day
27 th Ave N #2	7.5	364gpm @45'	182 gpm @ 61'	182 gpm @61'	2.43 hr/day
Riverside	20	517gpm@98'	N/A	276gpm@120'	N/A

Notes:

- Pump Stations listed are the primary pump stations that discharge to the force main system on Little River Neck Rd. Pump Station information was provided by the City of North Myrtle Beach.
- Pump Station horsepower from the Flygt Pump Catalog. Motor horsepower is approximate and only for comparison of power differences between the pumps.
- Only pump running is the theoretical maximum output from one pump installed in that lift station. This is assuming that the pump station was the only one pumping through the available force mains to the Drawbridge PS.
- Ex-All Pumps Running is the theoretical 'worst-case' scenario, where all the pump stations are running at the same time. This 'Existing' column is for all the pump stations running except for the Riverside Pump Station currently under construction. It is unlikely that all pumps will be operating at the same time in a manifold system with this many pump stations connecting to it. However, this scenario establishes the operating range for the pump station.
- All PS Running w/Riverside is the same scenario as above, except with the addition of the Riverside Pump Station, currently under construction.
- Daily Run Time is based on run time data for these stations provided by the City of North Myrtle Beach. The run times are from June 28th, 2019 to July 14th, 2019 and represents a 'peak month' condition for wastewater demands. We averaged the reported demands to give this number for comparison of how long the pumps are running during a peak day.
- Daily Run Times listed on this table are for both pumps. Divide this number by two for how long a typical pump is operating each day during a peak month.



Consulting Engineers, Surveyors, Planners,
Landscape Architects & Environmentalists
228 Professional Dr., Myrtle Beach, SC 29577
Phone: (843) 692-3200 Fax: (843) 692-3210

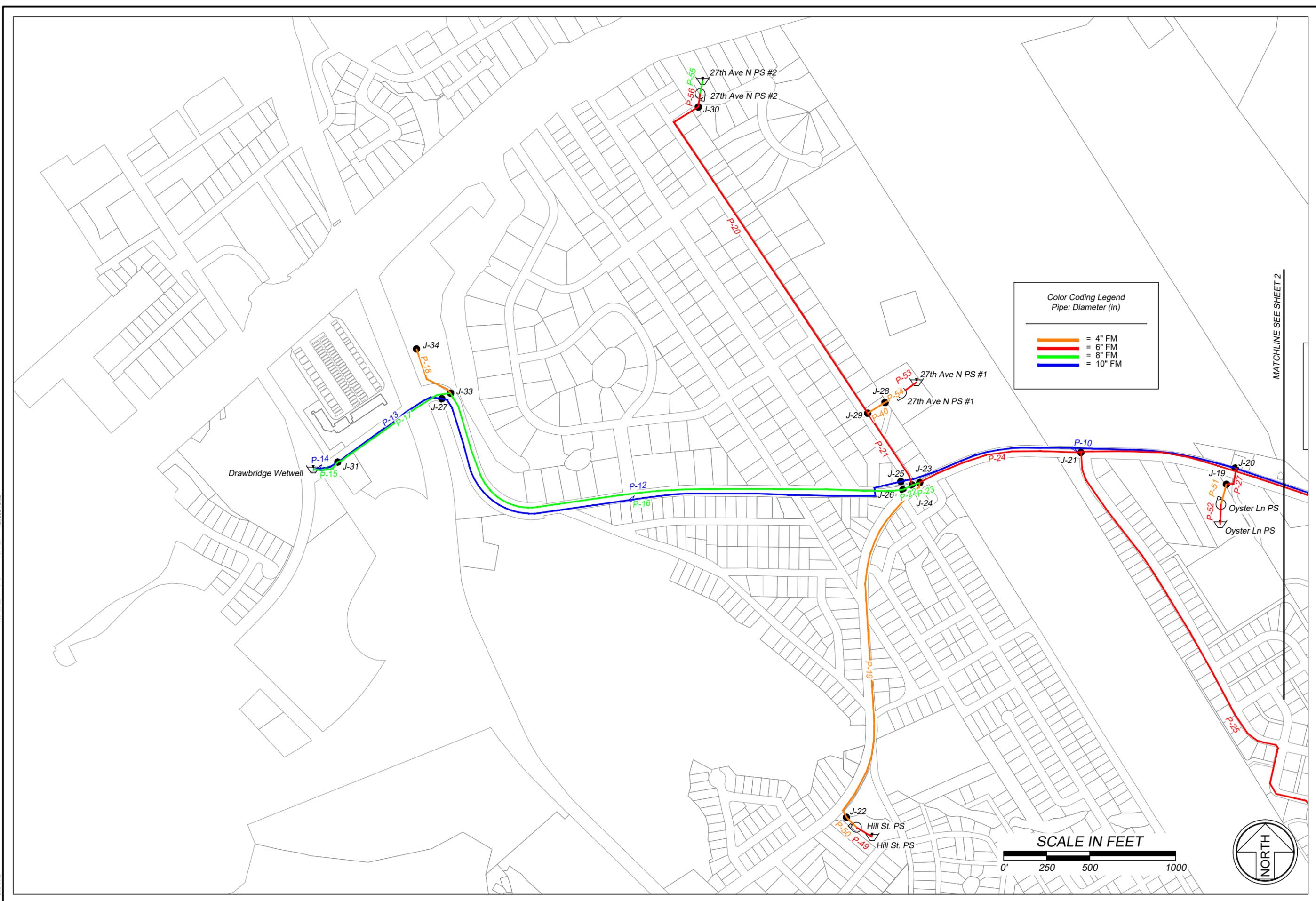


NO.	DATE	REVISION DESCRIPTION	BY

**NORTH MYRTLE BEACH
EXISTING FORCE MAIN SYSTEM**
HOPE PLANTATION
Horry County, South Carolina
PREPARED FOR: RYAN HOMES

SCALE:	1"=500'
DATE:	10/28/20
DESIGNED BY:	EMJ
DRAWN BY:	EMJ
APPROV. BY:	EMJ
PROJECT NO.:	20028L
	1

FILE NO.:



DWS NAME: PLOTSCALE: 1"=1' PCP FILE: N:\20028L\FB



DDC ENGINEERS, INC.
228 Professional Dr., Myrtle Beach, SC 29577
Phone: (843) 692-3200 Fax: (843) 692-3210



NO.	DATE	REVISION DESCRIPTION	BY

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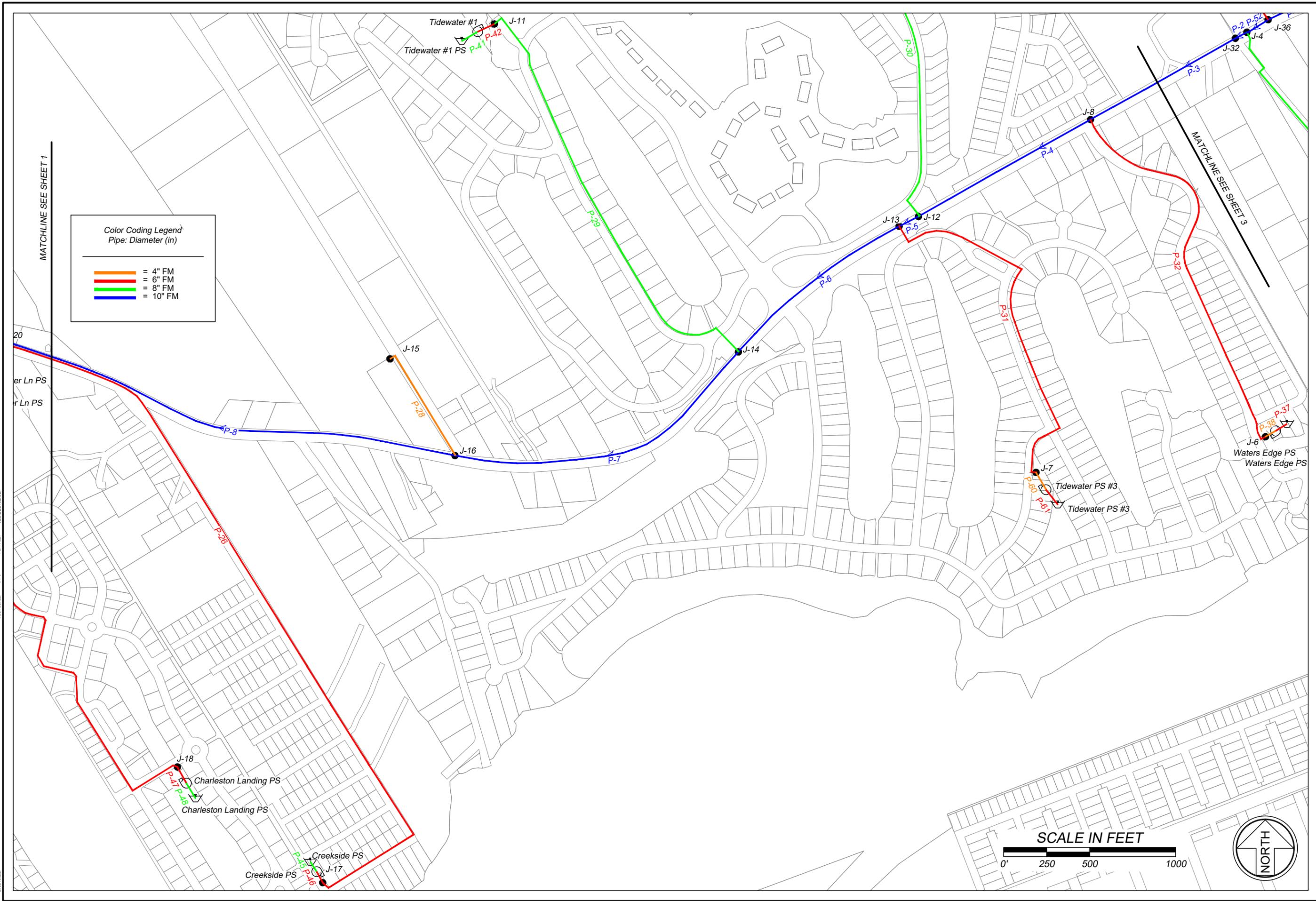
**NORTH MYRTLE BEACH
EXISTING FORCE MAIN SYSTEM**

HOPE PLANTATION
Horry County, South Carolina

PREPARED FOR: RYAN HOMES

SCALE:	1"=500'
DATE:	10/28/20
DESIGNED BY:	EMJ
DRAWN BY:	EMJ
APPROV. BY:	EMJ
PROJECT NO.:	20028L
	2

FILE NO.:



Color Coding Legend
Pipe: Diameter (in)

- = 4" FM
- = 6" FM
- = 8" FM
- = 10" FM



MATCHLINE SEE SHEET 1

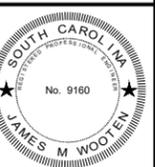
MATCHLINE SEE SHEET 3

PLOT SCALE: 1"=1'

DWG NAME

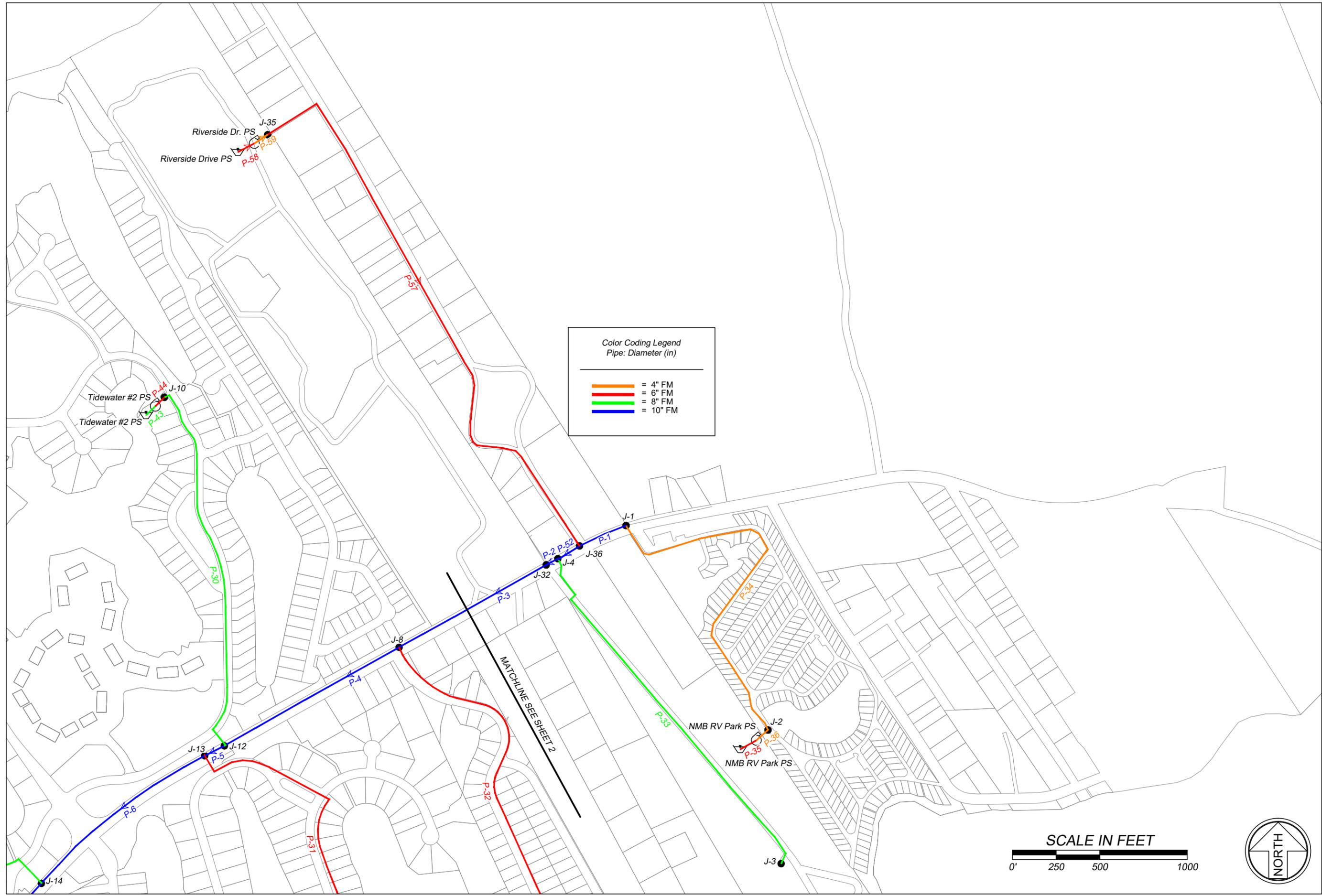


Consulting Engineers, Surveyors, Planners,
Landscape Architects & Environmentalists
228 Professional Dr., Myrtle Beach, SC 29577
Phone: (843) 692-3200 Fax: (843) 692-3210



Color Coding Legend
Pipe: Diameter (in)

- = 4" FM
- = 6" FM
- = 8" FM
- = 10" FM



NO.	DATE	REVISION DESCRIPTION	BY

**NMB EX. FORCE MAIN SYSTEM
INCLUDING RIVERSIDE PS**

HOPE PLANTATION
Horry County, South Carolina
PREPARED FOR: RYAN HOMES

SCALE: 1"=500'
DATE: 10/28/20
DESIGNED BY: EMJ
DRAWN BY: EMJ
APPROV. BY: EMJ
PROJECT NO.: 20028L

3

FILE NO.:

Riverside Drive Pump Station Curve

NP 3153 HT 3~ 461

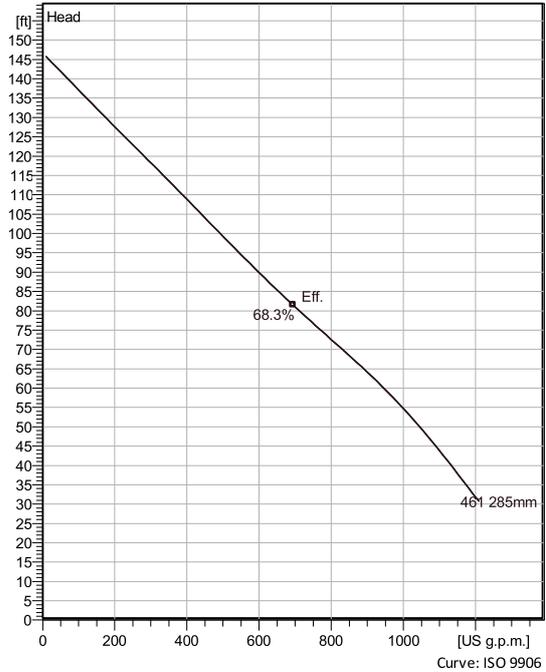
Patented self cleaning semi-open channel impeller, ideal for pumping in waste water applications. Possible to be upgraded with Guide-pin® for even better clogging resistance. Modular based design with high adaptation grade.



Technical specification



Curves according to: Water, pure ,39.2 °F,62.42 lb/ft³,1.6891E-5 ft²/s



Configuration

Motor number N3153.185 21-18-4AA-W 20hp	Installation type P - Semi permanent, Wet
Impeller diameter 285 mm	Discharge diameter 3 15/16 inch

Pump information

Impeller diameter 285 mm
Discharge diameter 3 15/16 inch
Inlet diameter 150 mm
Maximum operating speed 1755 rpm
Number of blades 2
Max. fluid temperature 40 °C

Materials

Impeller Hard-Iron™

Project
Block

Created by
Created on 11/3/2020

Last update 11/3/2020

NP 3153 HT 3~ 461

Technical specification



Motor - General

Motor number N3153.185 21-18-4AA-W 20hp	Phases 3~	Rated speed 1755 rpm	Rated power 20 hp
ATEX approved No	Number of poles 4	Rated current 52 A	Stator variant 5
Frequency 60 Hz	Rated voltage 230 V	Insulation class H	Type of Duty S1
Version code 185			

Motor - Technical

Power factor - 1/1 Load 0.83	Motor efficiency - 1/1 Load 87.5 %	Total moment of inertia 2.44 lb ft ²	Starts per hour max. 30
Power factor - 3/4 Load 0.77	Motor efficiency - 3/4 Load 89.0 %	Starting current, direct starting 296 A	
Power factor - 1/2 Load 0.66	Motor efficiency - 1/2 Load 89.0 %	Starting current, star-delta 98.6 A	

Project
Block

Created by
Created on 11/3/2020

Last update 11/3/2020

NP 3153 HT 3~ 461

Performance curve

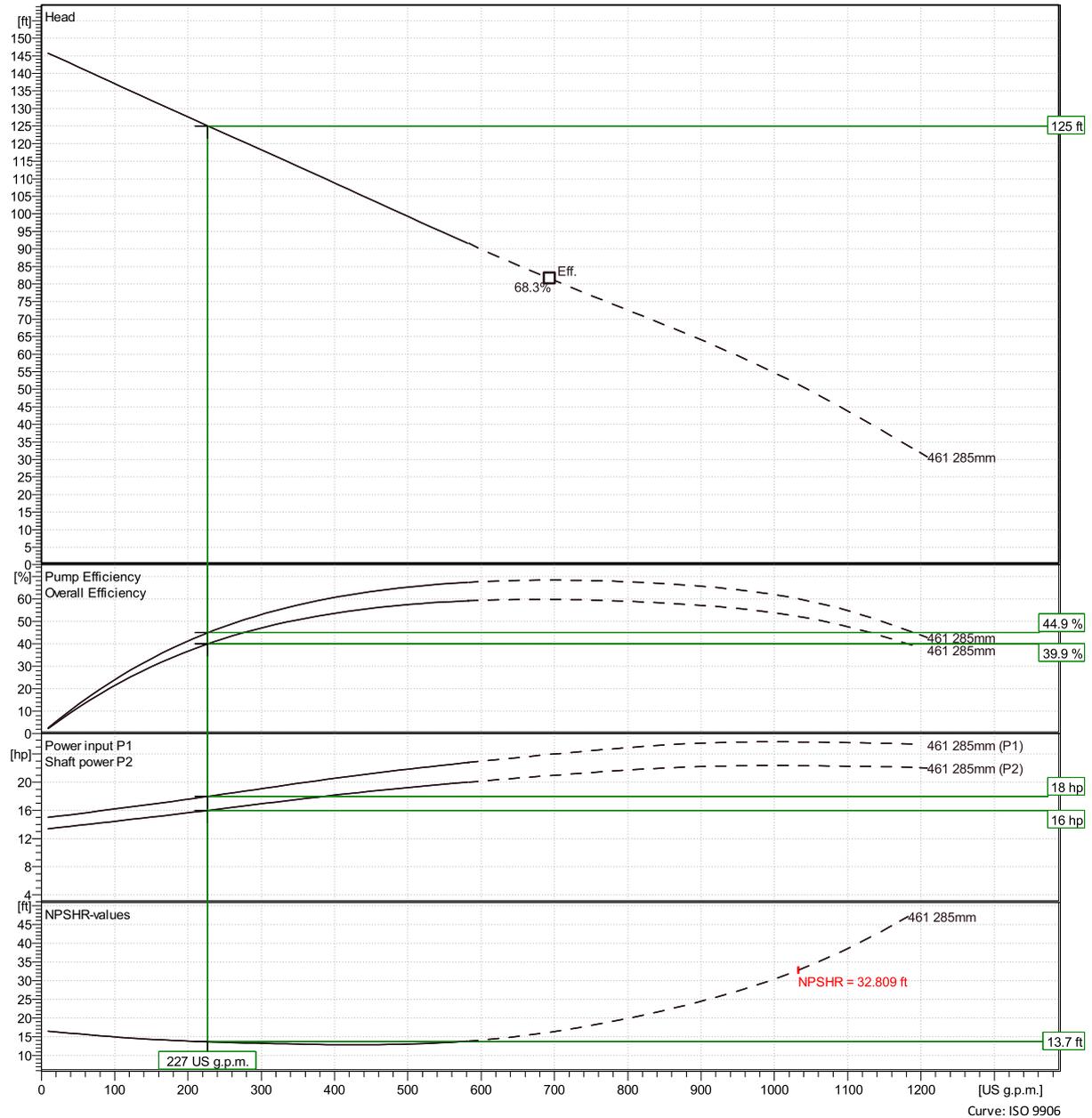


Duty point

Flow
227 US g.p.m.

Head
125 ft

Curves according to: Water, pure 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s



Project	Created by	Last update	11/3/2020
Block	Created on		11/3/2020

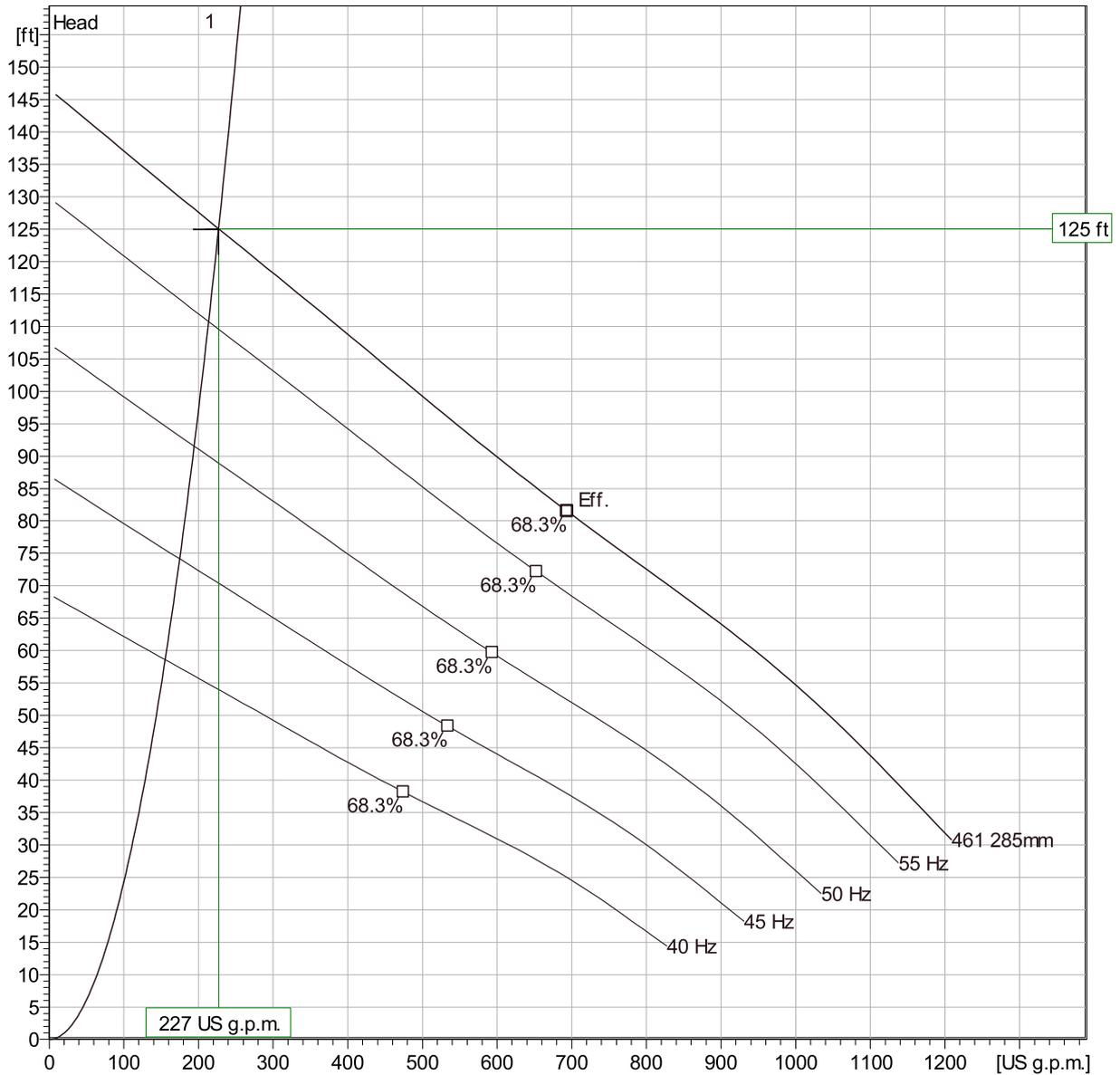
Curve: ISO 9906

NP 3153 HT 3~ 461

Duty Analysis



Curves according to: Water, pure, 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s



Operating characteristics

Pumps / Systems	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr.eff.	Specific Energy	NPSHre
1	227 US g.p.m.	125 ft	16 hp	227 US g.p.m.	125 ft	16 hp	44.9 %	984 kWh/US Mc	13.7 ft

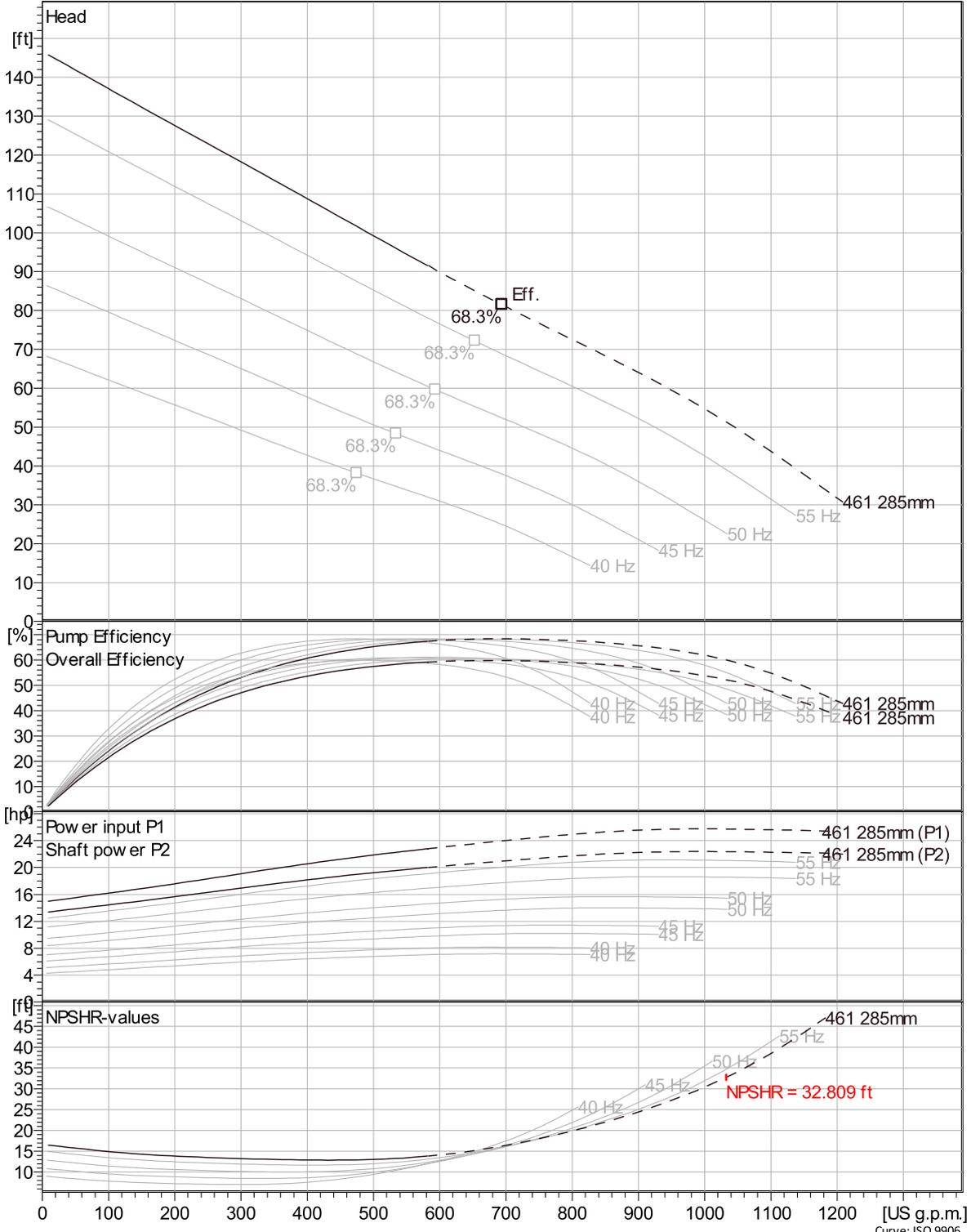
Project	Created by	Last update	11/3/2020
Block	Created on	11/3/2020	

NP 3153 HT 3~ 461

VFD Curve



Curves according to: Water, pure, 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s

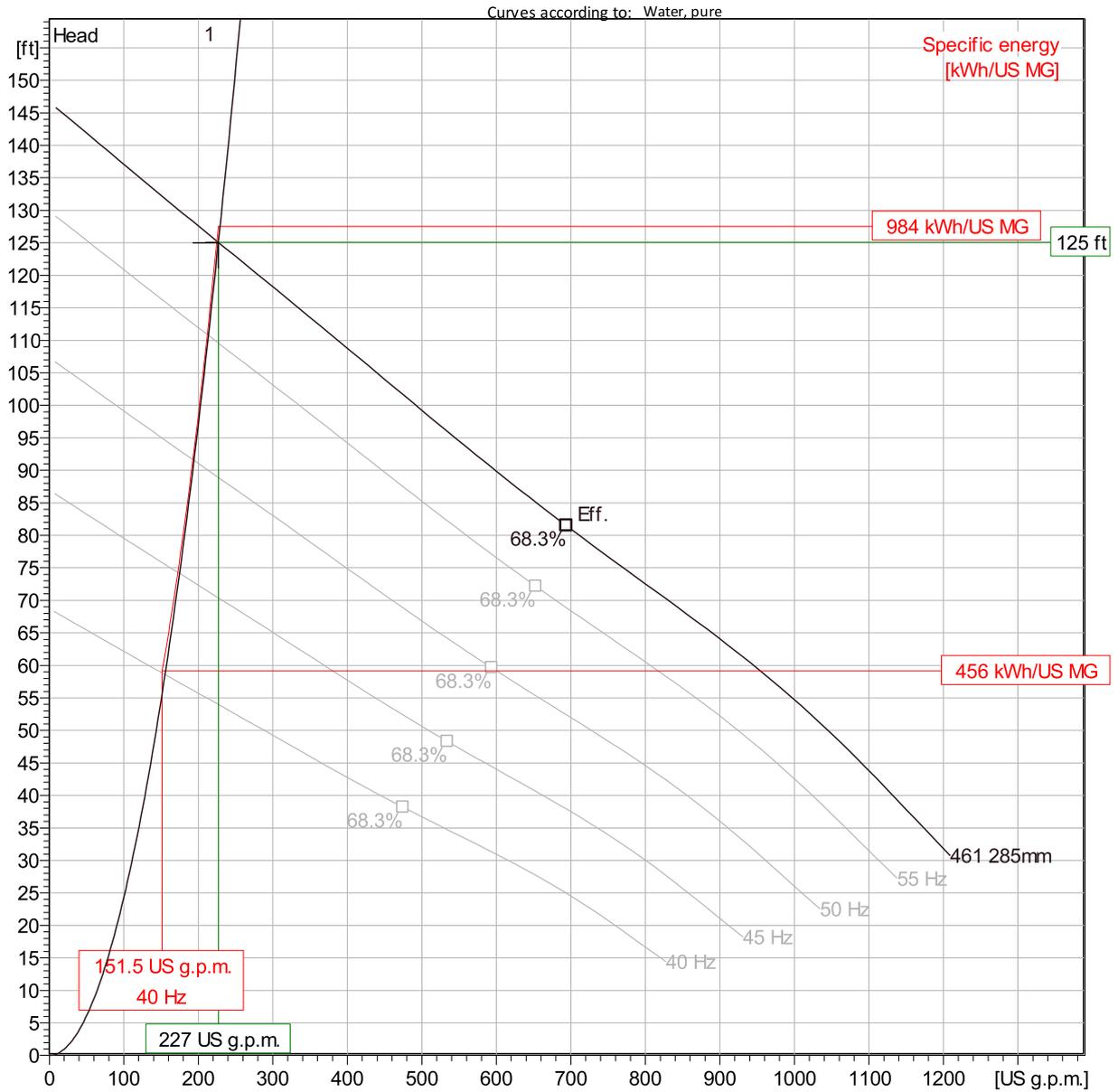


Project	Created by	Last update	11/3/2020
Block	Created on	11/3/2020	

Curve: ISO 9906

NP 3153 HT 3~ 461

VFD Analysis



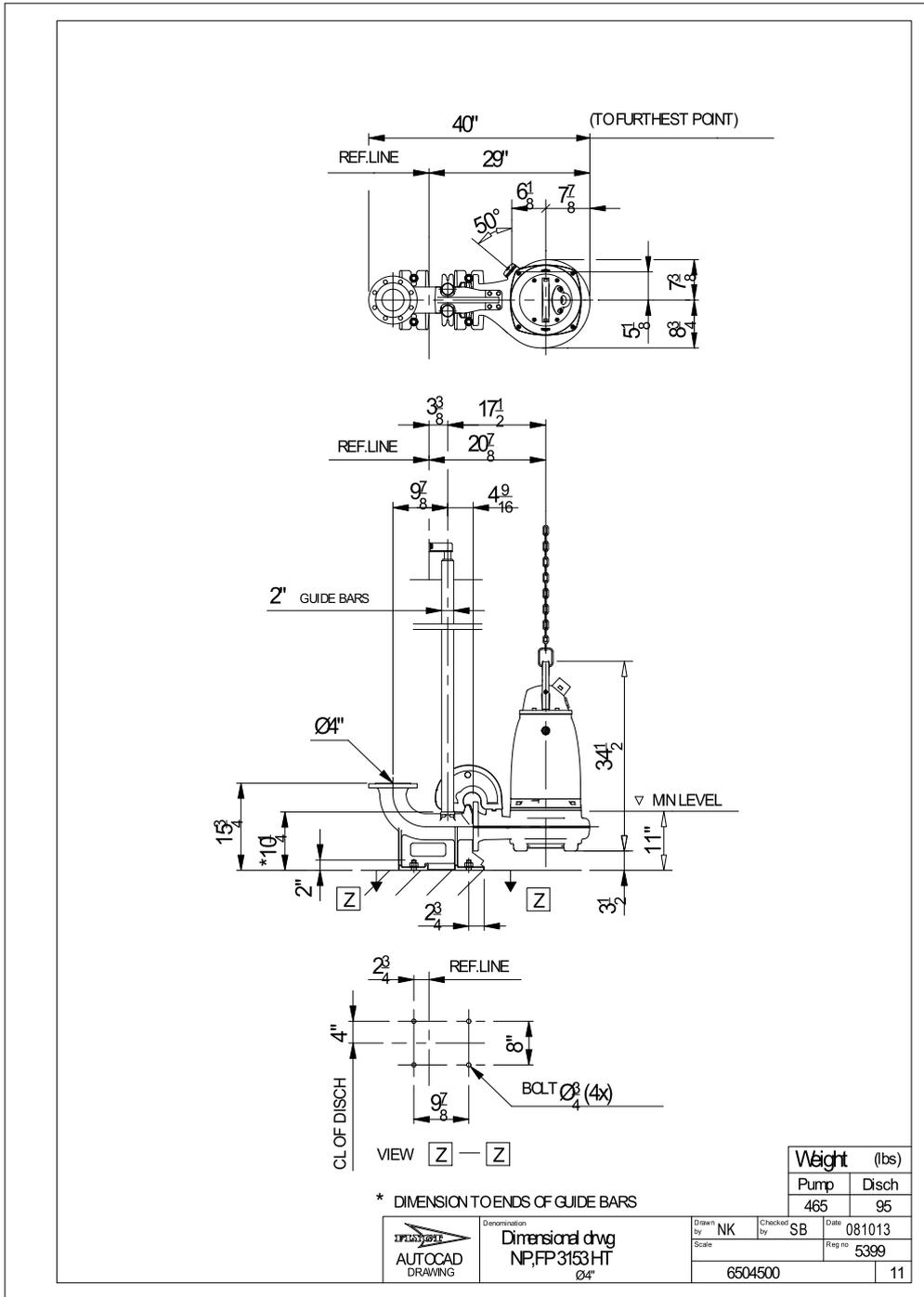
Operating characteristics

Pumps / Systems	Frequency	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr.eff.	Specific Energy	NPSHre
1	60 Hz	227 US g.p.m.	125 ft	16 hp	227 US g.p.m.	125 ft	16 hp	44.9 %	984 kWh/US M	13.7 ft
1	55 Hz	208 US g.p.m.	105 ft	12.4 hp	208 US g.p.m.	105 ft	12.4 hp	44.9 %	825 kWh/US M	11.9 ft
1	50 Hz	189 US g.p.m.	87 ft	9.28 hp	189 US g.p.m.	87 ft	9.28 hp	44.9 %	683 kWh/US M	10.2 ft
1	45 Hz	170 US g.p.m.	70.5 ft	6.77 hp	170 US g.p.m.	70.5 ft	6.77 hp	44.9 %	561 kWh/US M	8.64 ft
1	40 Hz	151 US g.p.m.	55.7 ft	4.75 hp	151 US g.p.m.	55.7 ft	4.75 hp	44.9 %	456 kWh/US M	7.16 ft

Project	Created by	Last update	11/3/2020
Block	Created on	11/3/2020	

NP 3153 HT 3~ 461

Dimensional drawing



Project
Block

Created by
Created on 11/3/2020

Last update

11/3/2020

Hope Plantation SewerCAD

Active Scenario: All Pumps Running with Riverside PS

FlexTable: Pump Table

ID	Label	Elevation (ft)	Pump Definition	Pump Status	Hydraulic Grade (Suction) (ft)	Hydraulic Grade (Discharge) (ft)	Flow (Total) (gpm)	Pump Head (ft)
105	NMB RV Park PS	5.00	Flygt CP-3127-467	On	7.00	102.34	59	95.34
110	Waters Edge PS	-4.00	Flygt CP-3152-487	On	-2.00	104.71	205	106.71
118	Tidewater #1	-6.00	Flygt CP-3152-432	On	-5.00	86.84	83	91.84
124	Tidewater #2 PS	-7.00	Flygt CP-3152-454	On	-5.00	95.81	219	100.81
129	Creekside PS	10.00	Flygt CP-3127-485	On	12.00	64.63	131	52.63
136	Charleston Landing PS	-7.00	Flygt CP-3140-481	On	-6.00	78.72	277	84.72
141	Hill St. PS	2.00	Flygt CP-3127-468	On	4.50	69.95	138	65.45
146	Oyster Ln PS	15.00	Flygt CP-3102-432	On	16.00	56.97	198	40.97
151	27th Ave N PS #1	7.50	Flygt CP-3102-437	On	9.00	47.77	82	38.77
156	27th Ave N PS #2	-9.00	Flygt CP-3127-484	On	-7.50	53.21	182	60.71
166	Riverside Dr. PS	-4.00	Flygt CP-3153-461	On	-2.01	118.44	276	120.45
171	Tidewater PS #3	-2.00	Flygt CP-3140-480	On	-1.00	100.75	196	101.76

Hope Plantation SewerCAD
Active Scenario: All Pumps Running with Riverside PS
FlexTable: Junction Table

Label	Elevation (ft)	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
J-1	25.00	0	96.85	31
J-2	20.00	0	102.26	36
J-3	17.00	0	96.73	34
J-4	25.00	0	96.73	31
J-6	11.00	0	103.96	40
J-7	15.00	0	100.07	37
J-8	25.00	0	95.88	31
J-10	17.00	0	95.69	34
J-11	9.00	0	86.82	34
J-12	29.00	0	93.63	28
J-13	29.00	0	93.16	28
J-14	25.00	0	86.41	27
J-15	25.00	0	73.94	21
J-16	30.00	0	73.94	19
J-17	20.00	0	64.58	19
J-18	9.00	0	78.54	30
J-19	25.00	0	56.27	14
J-20	25.00	0	55.83	13
J-21	25.00	0	56.54	14
J-22	12.00	0	69.59	25
J-23	25.00	0	44.62	8
J-24	25.00	0	44.38	8
J-25	25.00	0	37.72	6
J-26	25.00	0	43.72	8
J-27	7.00	0	9.11	1
J-28	18.00	0	47.63	13
J-29	19.00	0	47.09	12
J-30	7.00	0	53.13	20
J-31	10.00	0	2.51	-3
J-32	25.00	0	96.66	31
J-33	7.00	0	10.88	2
J-34	7.00	0	10.88	2
J-35	9.00	0	117.15	47
J-36	25.00	0	96.84	31

Hope Plantation SewerCAD

Active Scenario: All Pumps Running with Riverside PS

FlexTable: Pipe Table

Label	Diameter (in)	Length (ft)	Material	Hazen-Williams C	Flow (Absolute) (gpm)	Velocity (ft/s)	Has User Defined Length?	Headloss (ft)
P-2	10.0	75	Ductile Iron	130.0	335	1.37	False	0.06
P-3	10.0	965	Ductile Iron	130.0	335	1.37	False	0.78
P-4	10.0	1,148	Ductile Iron	130.0	540	2.21	False	2.26
P-5	10.0	127	Ductile Iron	130.0	759	3.10	False	0.47
P-6	10.0	1,194	Ductile Iron	130.0	955	3.90	False	6.75
P-7	10.0	1,889	Ductile Iron	130.0	1,038	4.24	False	12.47
P-8	10.0	2,743	Ductile Iron	130.0	1,038	4.24	False	18.10
P-10	10.0	1,987	Ductile Iron	130.0	1,236	5.05	False	18.11
P-12	10.0	3,138	Ductile Iron	130.0	1,236	5.05	False	28.61
P-13	10.0	724	Ductile Iron	130.0	1,236	5.05	False	6.60
P-14	10.0	152	Ductile Iron	130.0	1,296	5.29	False	1.51
P-15	8.0	162	PVC	140.0	750	4.78	False	1.51
P-16	8.0	3,047	PVC	140.0	810	5.17	False	32.84
P-17	8.0	776	PVC	140.0	810	5.17	False	8.37
P-18	4.0	348	PVC	140.0	0	0.00	False	0.00
P-19	4.0	2,097	PVC	140.0	138	3.53	False	24.98
P-20	6.0	2,201	PVC	140.0	182	2.06	False	6.04
P-21	6.0	494	PVC	140.0	264	3.00	False	2.71
P-22	8.0	61	PVC	140.0	810	5.17	False	0.66
P-23	8.0	46	PVC	140.0	546	3.48	False	0.24
P-24	6.0	971	PVC	140.0	408	4.63	False	11.93
P-25	6.0	3,659	PVC	140.0	277	3.15	False	22.00
P-26	6.0	5,396	PVC	140.0	131	1.48	False	8.04
P-27	6.0	138	PVC	140.0	198	2.24	False	0.44
P-28	4.0	711	PVC	140.0	0	0.00	False	0.00
P-29	8.0	2,587	PVC	140.0	83	0.53	False	0.41
P-30	8.0	2,155	PVC	140.0	219	1.40	False	2.07
P-31	6.0	2,192	PVC	140.0	196	2.22	False	6.92
P-32	6.0	2,346	PVC	140.0	205	2.33	False	8.08
P-33	8.0	2,245	PVC	140.0	0	0.00	False	0.00
P-34	4.0	2,209	PVC	140.0	59	1.50	False	5.41
P-35	6.0	1	Ductile Iron	140.0	59	0.67	True	0.00
P-36	4.0	30	Ductile Iron	140.0	59	1.50	True	0.07
P-37	6.0	1	Ductile Iron	140.0	205	2.33	True	0.00
P-38	4.0	30	Ductile Iron	140.0	205	5.24	True	0.74
P-40	4.0	118	PVC	140.0	82	2.10	False	0.54
P-41	8.0	1	Ductile Iron	140.0	83	0.53	True	0.00
P-42	6.0	30	Ductile Iron	140.0	83	0.94	True	0.02
P-43	8.0	1	Ductile Iron	140.0	219	1.40	True	0.00
P-44	6.0	30	Ductile Iron	140.0	219	2.49	True	0.12
P-45	8.0	1	Ductile Iron	140.0	131	0.83	True	0.00
P-46	6.0	30	Ductile Iron	140.0	131	1.48	True	0.04
P-47	6.0	30	Ductile Iron	140.0	277	3.15	True	0.18
P-48	8.0	1	Ductile Iron	140.0	277	1.77	True	0.00

Hope Plantation SewerCAD
Active Scenario: All Pumps Running with Riverside PS
FlexTable: Pipe Table

Label	Diameter (in)	Length (ft)	Material	Hazen-Williams C	Flow (Absolute) (gpm)	Velocity (ft/s)	Has User Defined Length?	Headloss (ft)
P-49	6.0	1	Ductile Iron	140.0	138	1.57	True	0.00
P-50	4.0	30	Ductile Iron	140.0	138	3.53	True	0.36
P-51	4.0	30	Ductile Iron	140.0	198	5.05	True	0.69
P-52	6.0	1	Ductile Iron	140.0	198	2.24	True	0.00
P-53	6.0	1	Ductile Iron	140.0	82	0.93	True	0.00
P-54	4.0	30	Ductile Iron	140.0	82	2.10	True	0.14
P-55	8.0	1	Ductile Iron	140.0	182	1.16	True	0.00
P-56	6.0	30	Ductile Iron	140.0	182	2.06	True	0.08
P-1	10.0	291	Ductile Iron	130.0	59	0.24	False	0.01
P-52	10.0	146	Ductile Iron	130.0	335	1.37	False	0.12
P-57	6.0	3,414	PVC	140.0	276	3.13	False	20.31
P-58	6.0	1	Ductile Iron	140.0	276	3.13	True	0.01
P-59	4.0	30	Ductile Iron	140.0	276	7.04	True	1.29
P-60	4.0	30	Ductile Iron	140.0	196	5.00	True	0.68
P-61	6.0	1	Ductile Iron	140.0	196	2.22	True	0.00

Hope Plantation SewerCAD
Active Scenario: All Pumps Running with Riverside PS
FlexTable: Reservoir Table

Label	Elevation (ft)	Flow (Out net) (gpm)	Hydraulic Grade (ft)
Drawbridge Wetwell	1.00	-2,046	1.00
NMB RV Park PS	7.00	59	7.00
Waters Edge PS	-2.00	205	-2.00
Tidewater #1 PS	-5.00	83	-5.00
Tidewater #2 PS	-5.00	219	-5.00
Creekside PS	12.00	131	12.00
Charleston Landing PS	-6.00	277	-6.00
Hill St. PS	4.50	138	4.50
Oyster Ln PS	16.00	198	16.00
27th Ave N PS #1	9.00	82	9.00
27th Ave N PS #2	-7.50	182	-7.50
Riverside Drive PS	-2.00	276	-2.00
Tidewater PS #3	-1.00	196	-1.00

EXISTING NORTH MYRTLE BEACH PUMP STATION CURVES

Tidewater #1 Pump Station Curve

CONFIG.

CP/CT/CS

PHASE

VANES

3

1

C-3152 432 Impeller

SECTION

PAGE

3

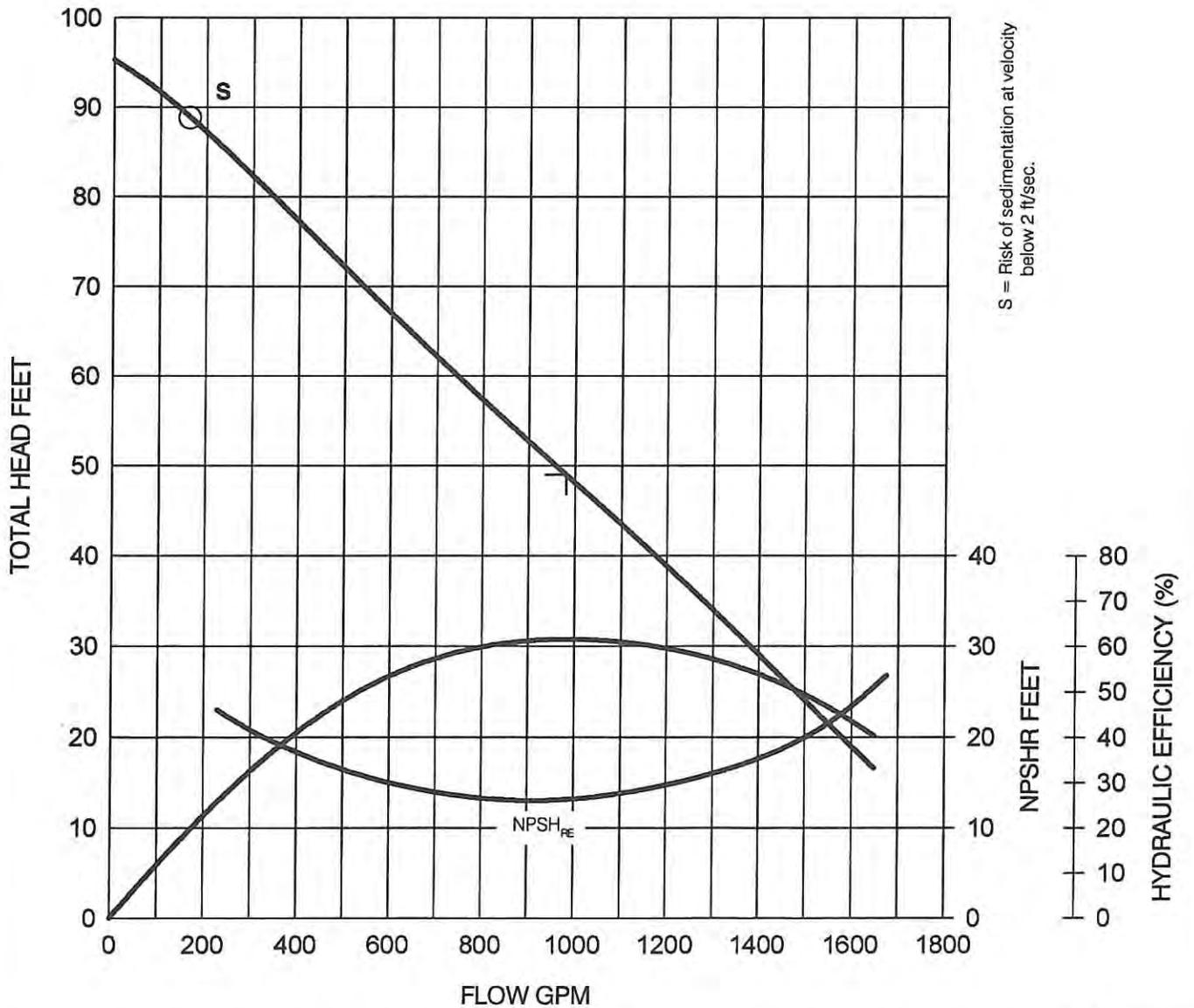
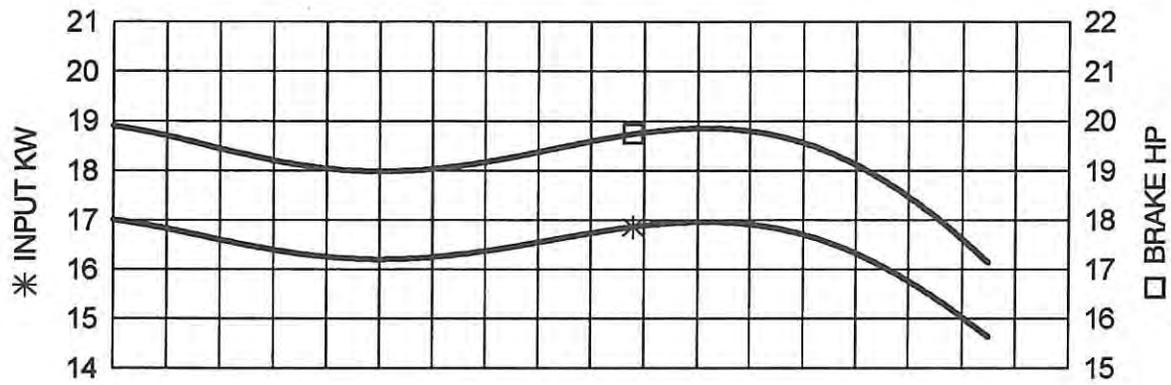
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SUPERSEDES

ISSUED

2/88

6/94



Tidewater #2 Pump Station Curve

CONFIG.

CP/CT/CS

PHASE

VANES

3

1

C-3152

454 Impeller (6" volute)

SECTION

PAGE

3

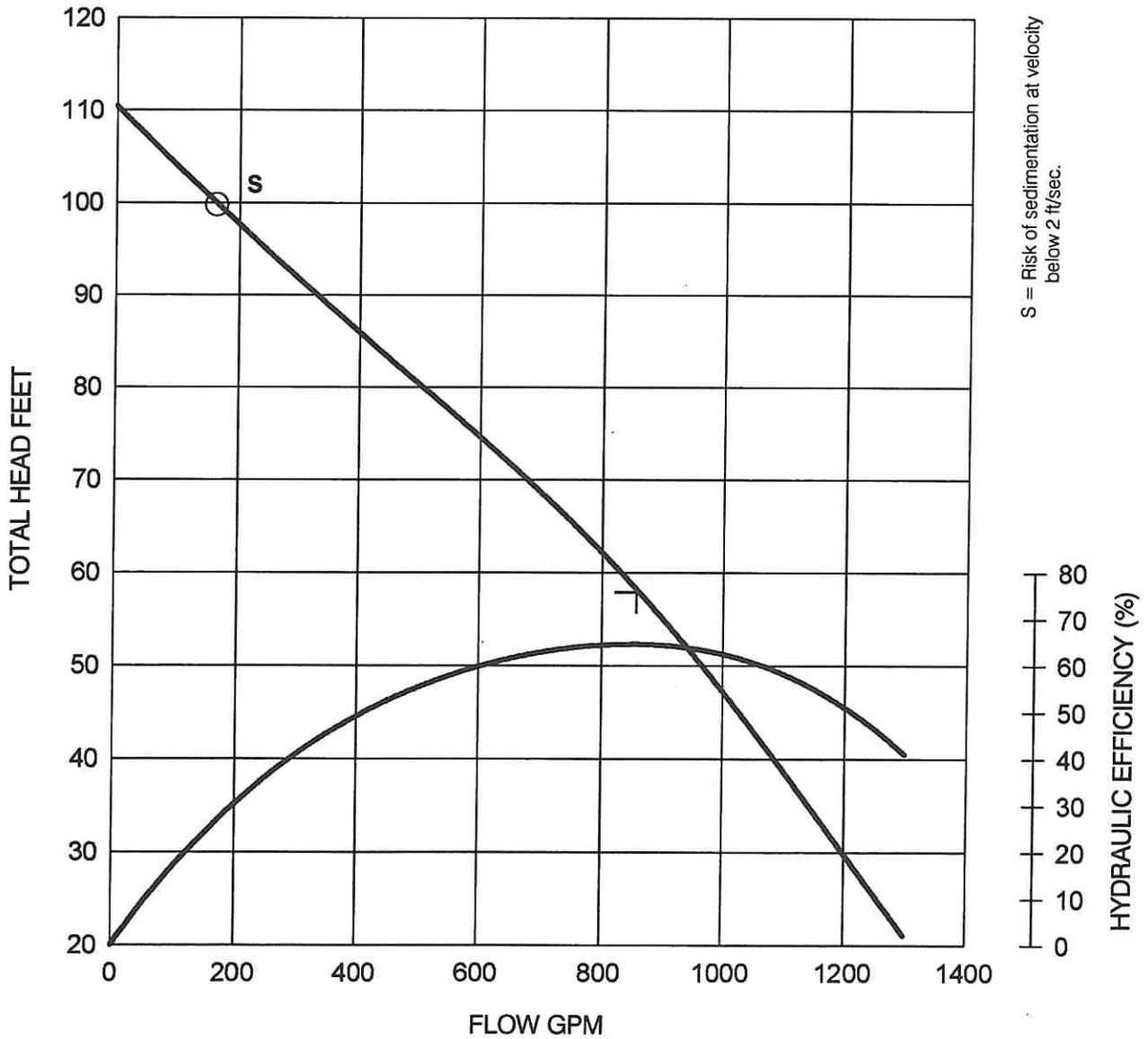
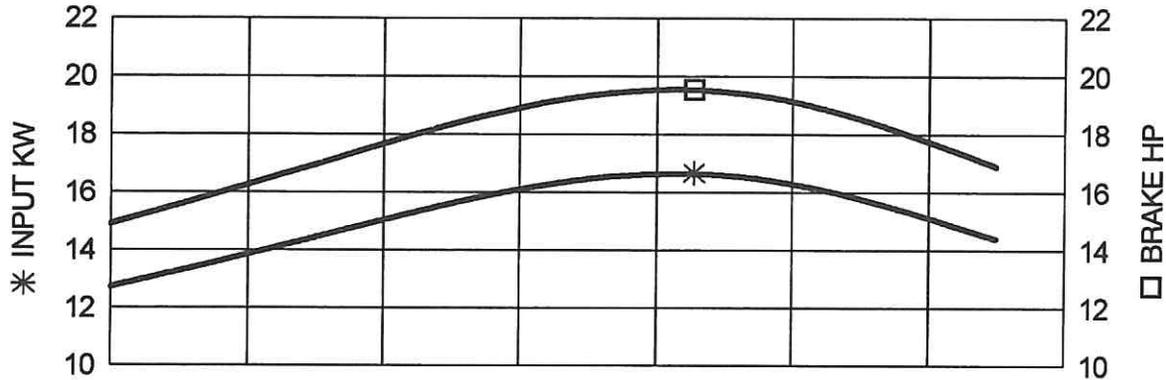
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SUPERSEDES

ISSUED

2/88

6/94



S = Risk of sedimentation at velocity below 2 ft/sec.



Tidewater #3 Pump Station Curve

CONFIG.

CP/CS

PHASE

VANES

3

1

C-3140 480 Impeller

SECTION

PAGE

3

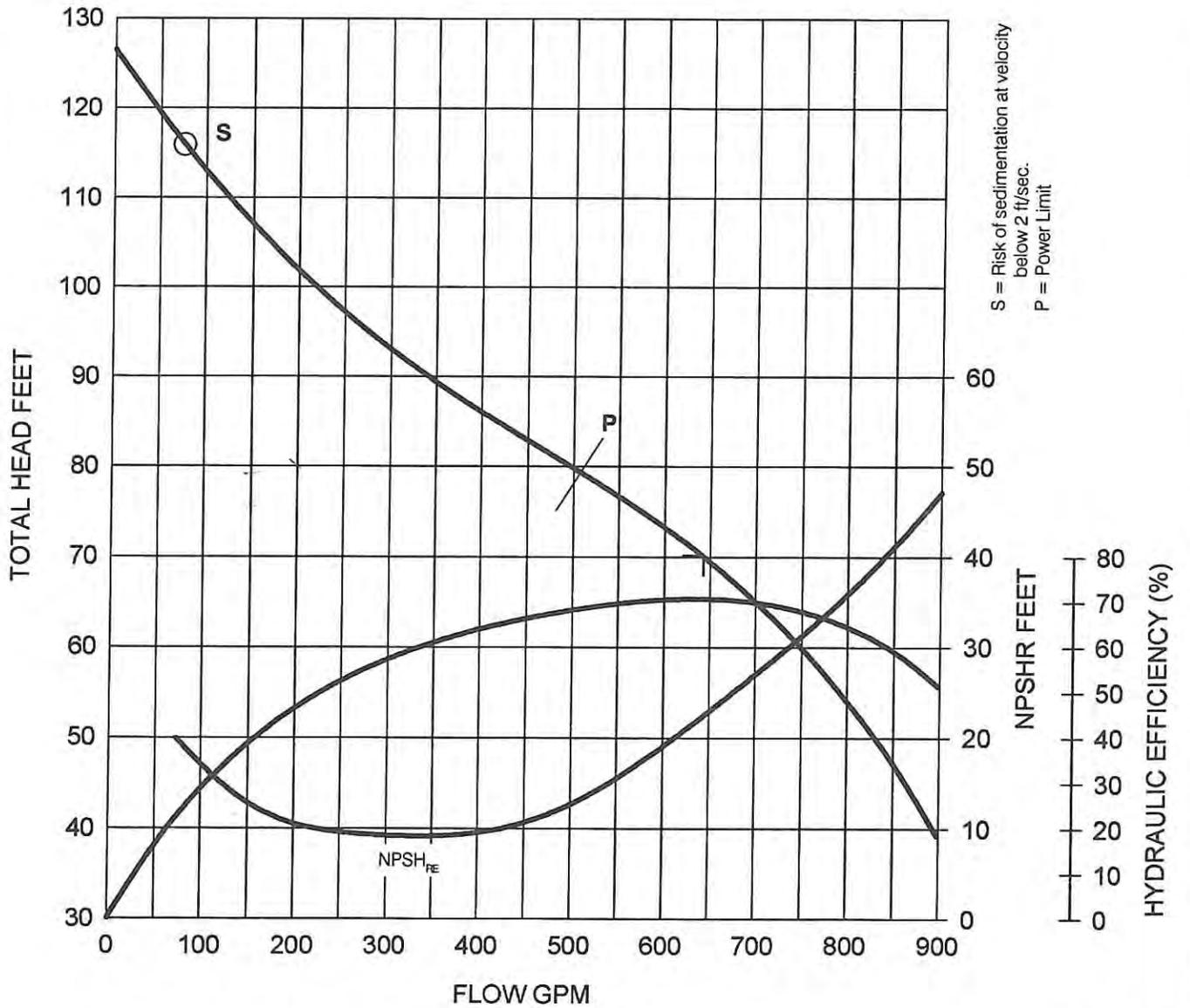
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SUPERSEDES

ISSUED

12/91

6/94



S = Risk of sedimentation at velocity below 2 ft/sec.
P = Power Limit

NMB RV Park Pump Station Curve

10.0 H.P. - 1750 RPM
 3φ: 200, 230/460, 575V

CP-3127

Wastewater Impeller 467

SECTION

PAGE

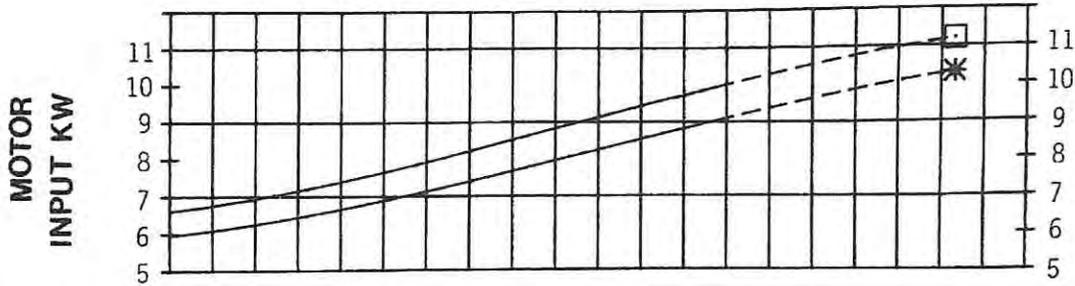
3127

8/467

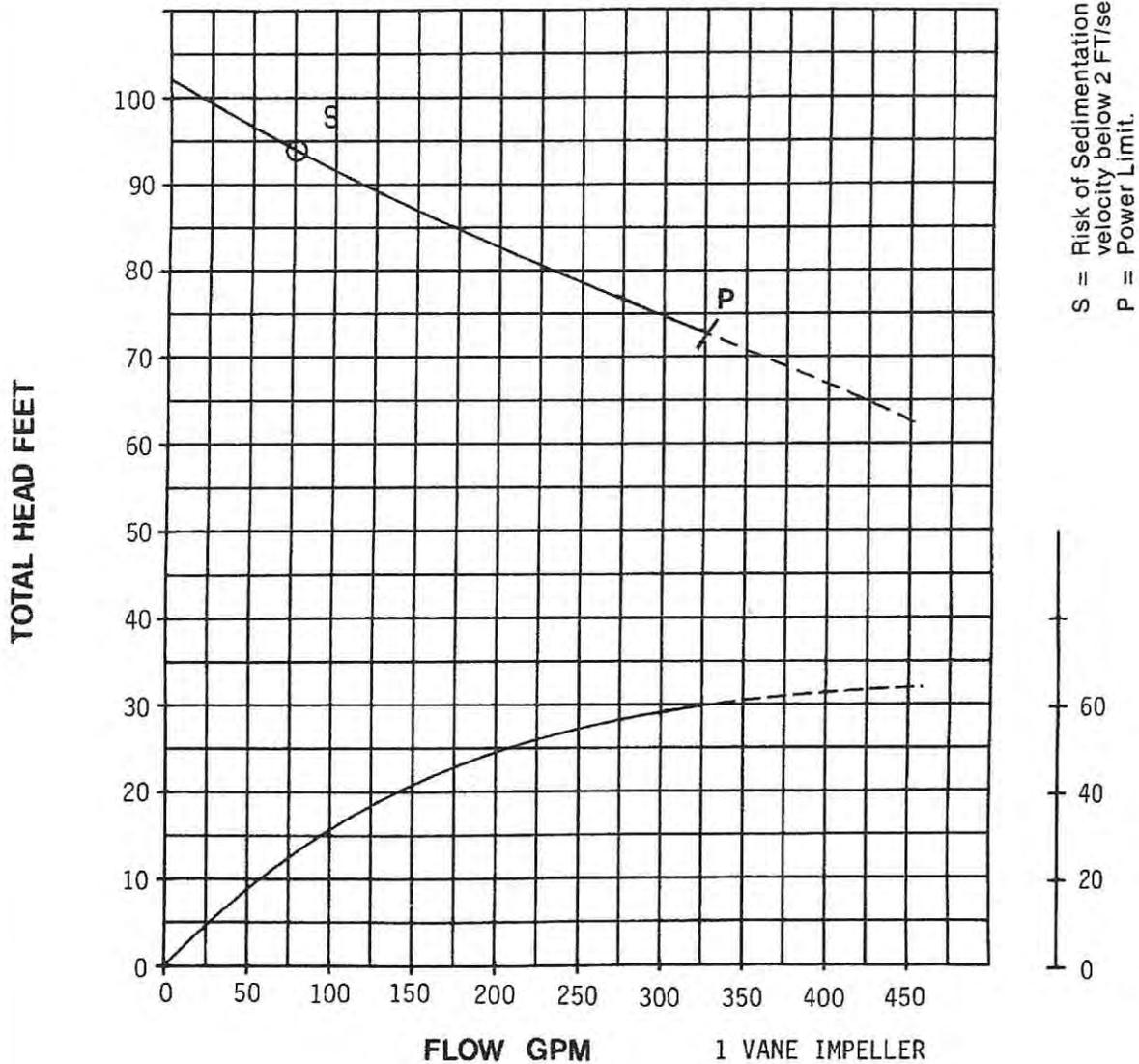
SUPERSEDES

ISSUED

4/86



Note: Water level shall be at the middle of the stator housing (Minimum)



PERFORMANCE CURVES ARE BASED ON TESTS WITH CLEAR WATER AT AMBIENT TEMPERATURE.



FLYGT CORPORATION

A SUBSIDIARY OF IIT
 129 GLOVER AVE., NORWALK, CT. 06856

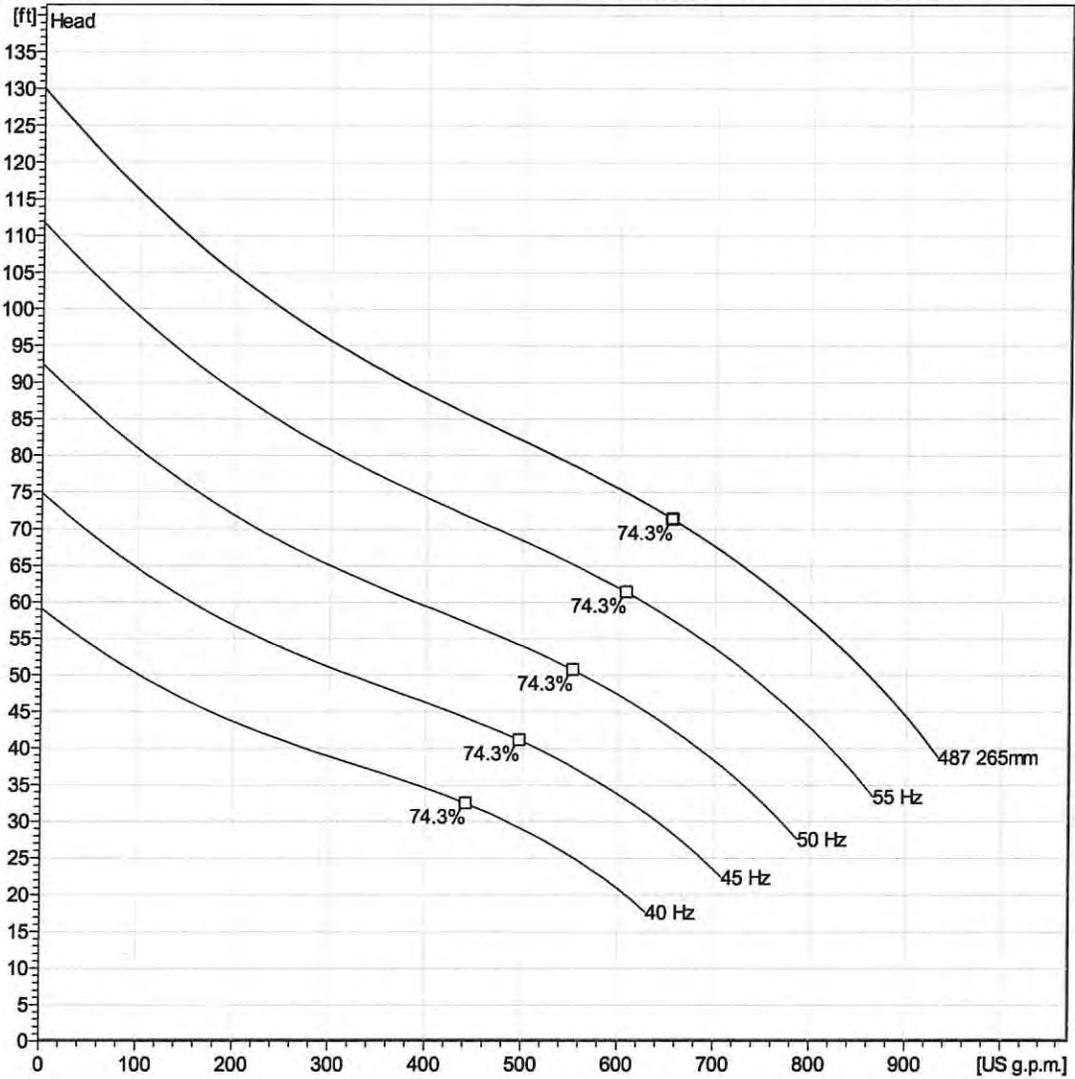
Waters Edge Pump Station Curve

CP 3152 HT 3~ 487

Duty Analysis



Curves according to: Water, pure, 39.2 °F, 62.43 lb/ft³, 1.6889E-5 ft²/s



Operating characteristics

Pumps / Systems	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr.eff.	Specific Energy	NPSHr

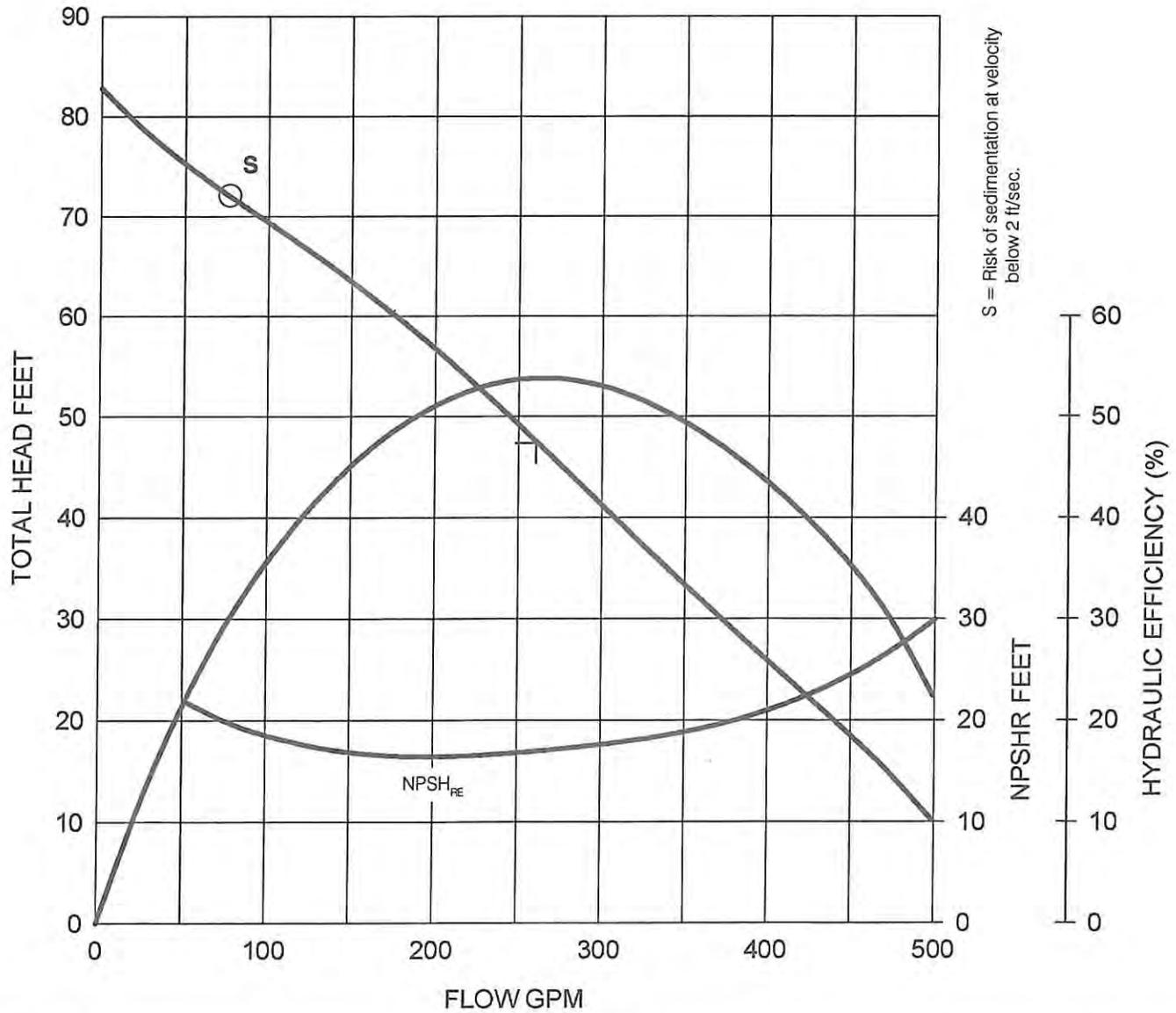
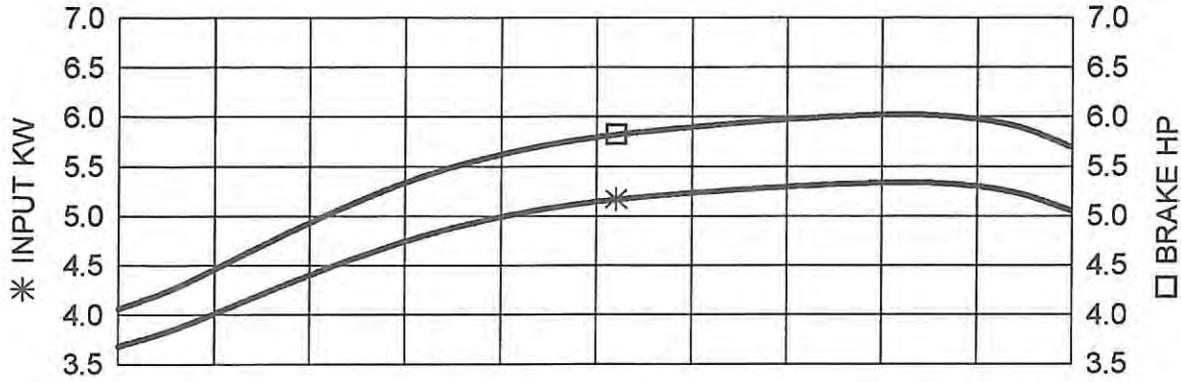
Project
Block

Created by PETER CARLSON
Created on 10/29/2020

Last update 10/29/2020

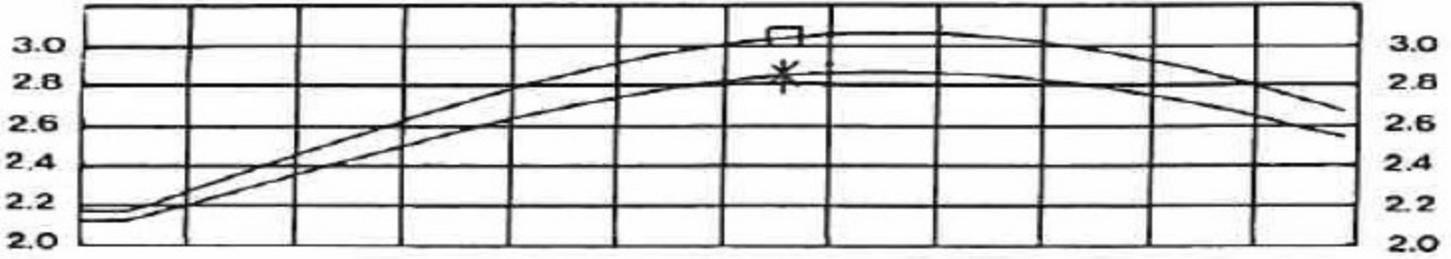
Hill Street Pump Station Curve

C-3127 468 Impeller

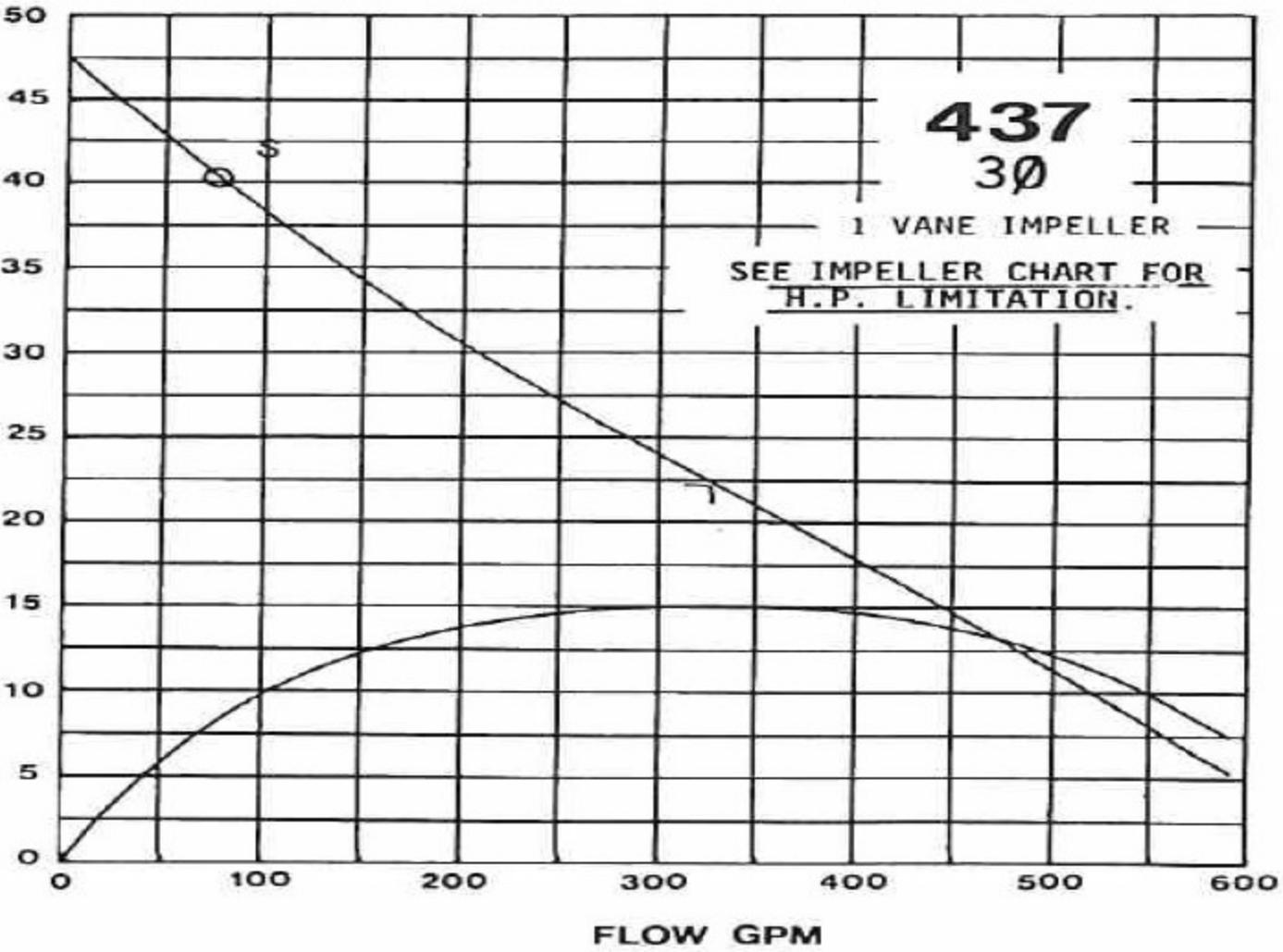


27th Ave North #1 Pump Station Curve

CP/CT/CS



□ BRAKE HP



S = Risk of sedimentation at velocity below 2 FT/sec.

0 20 40 60 80

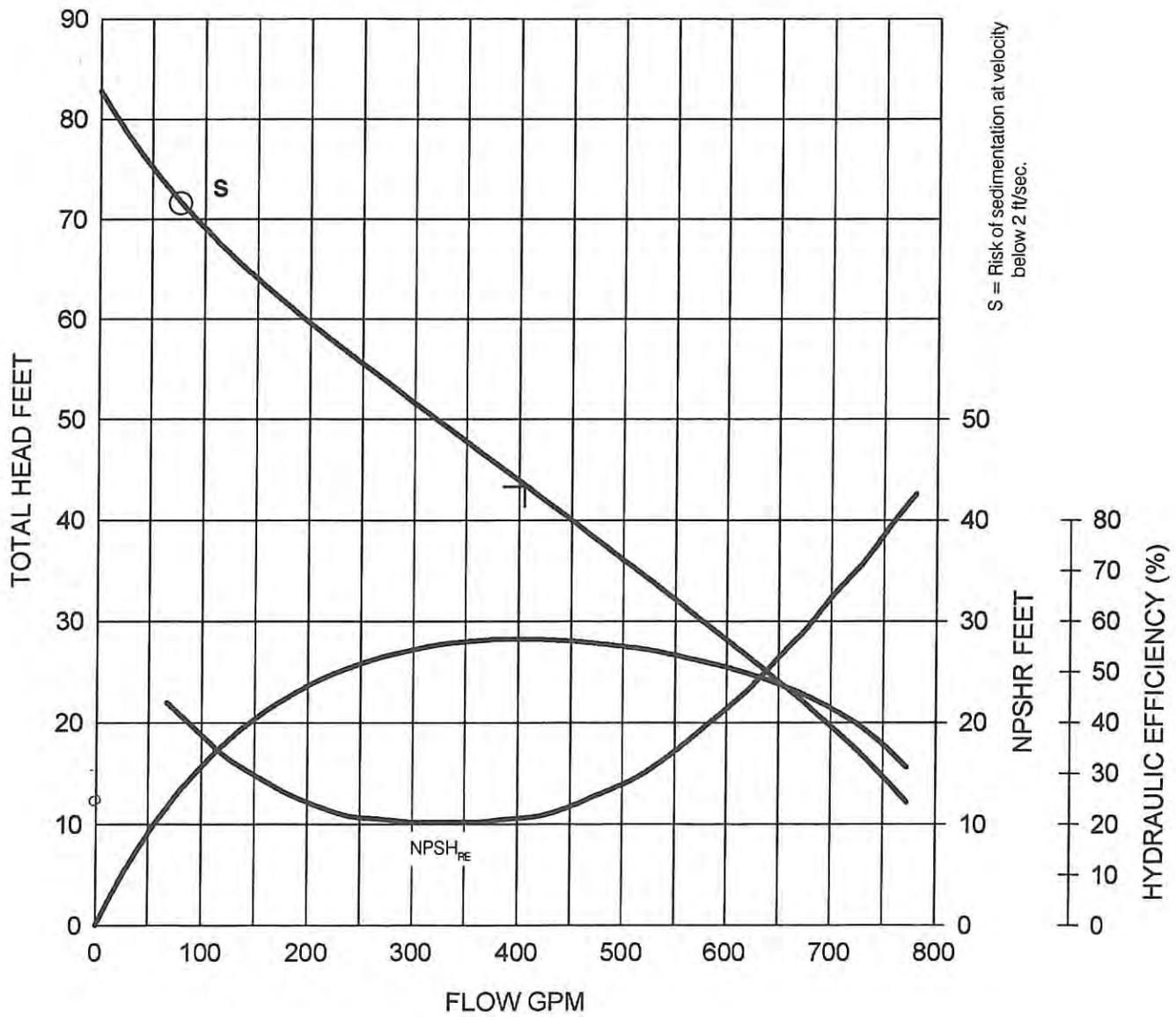
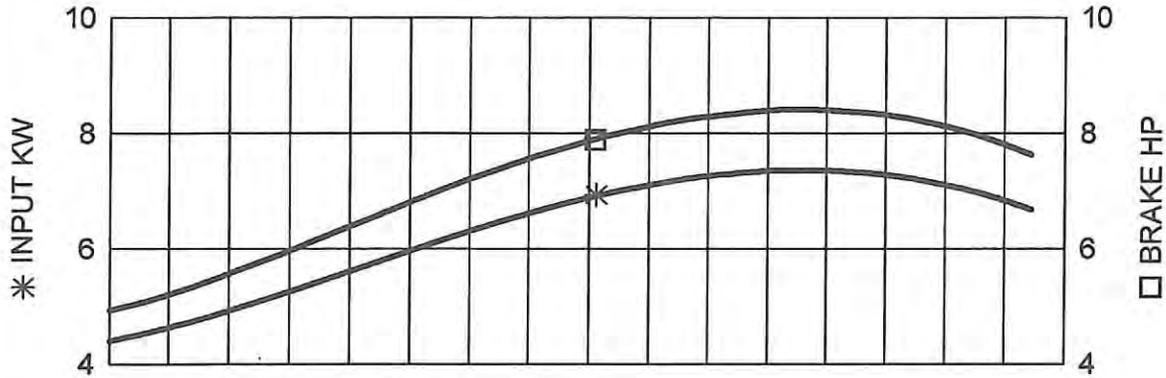
FLOW GPM

27th Ave North #2 Pump Station Curve

PAGE	SECTION
28	3
ISSUED	SUPERSEDES
6/94	2/88

C-3127 484 Impeller

CONFIG.	
CP/CS	
VANES	PHASE
1	3

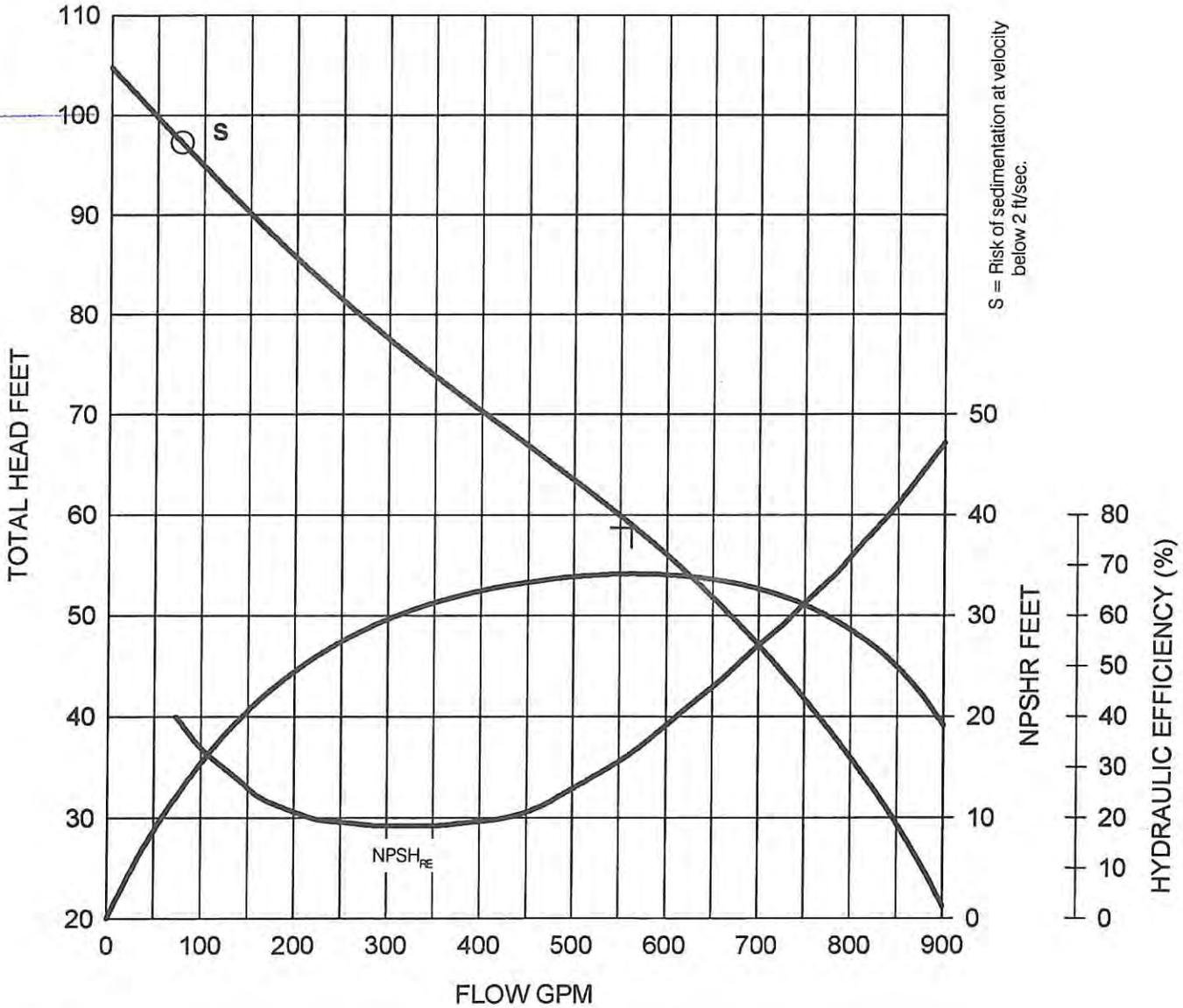
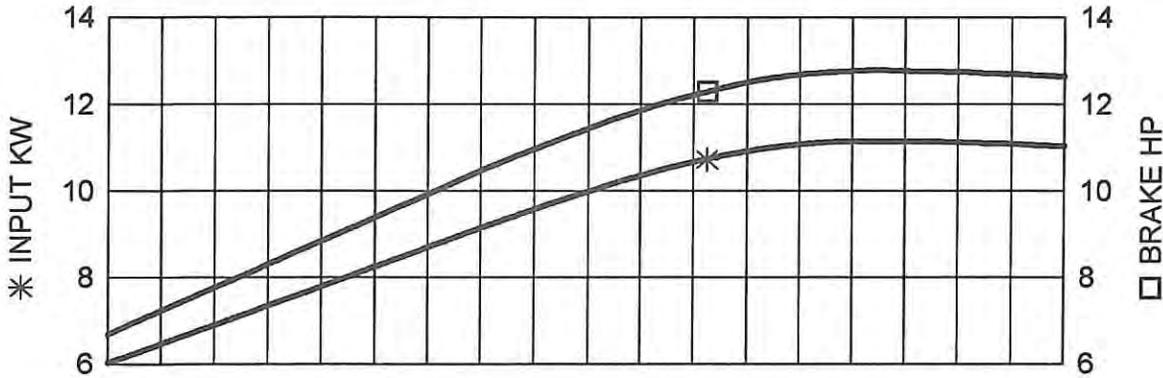


Charleston Landing Pump Station Curve

PAGE	SECTION
6	3
ISSUED	SUPERSEDES
6/94	2/88

C-3140 481 Impeller

CONFIG.	
CP/CS	
VANES	PHASE
1	3

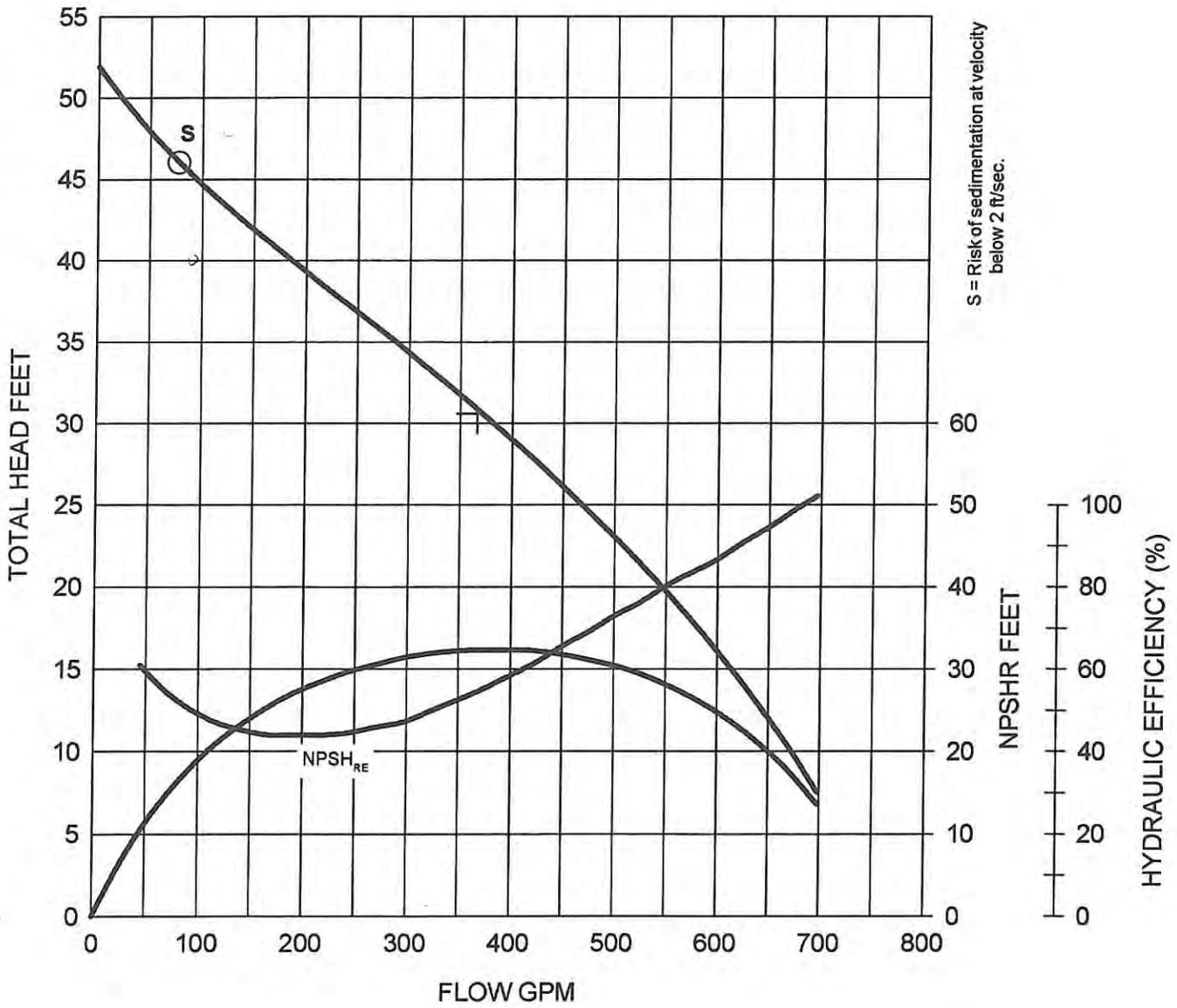
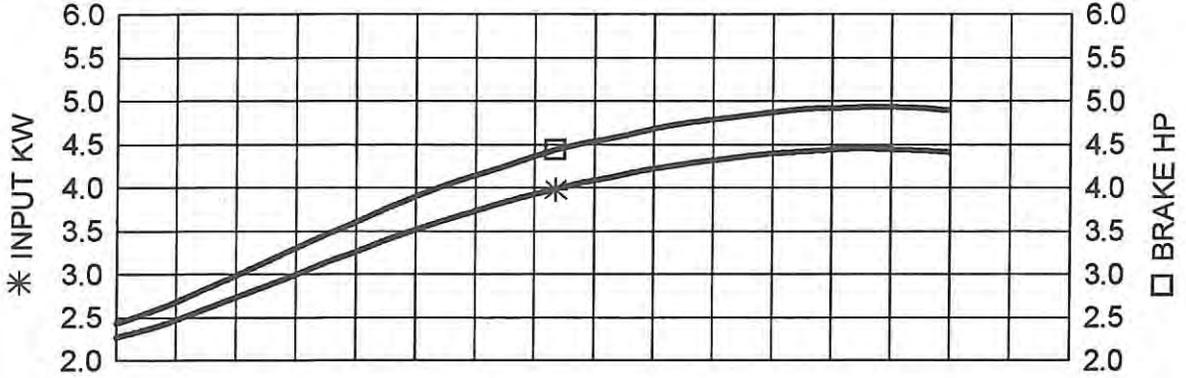


Oyster Lane Pump Station Curve

PAGE	SECTION
4	3
ISSUED	SUPERSEDES
6/94	2/88

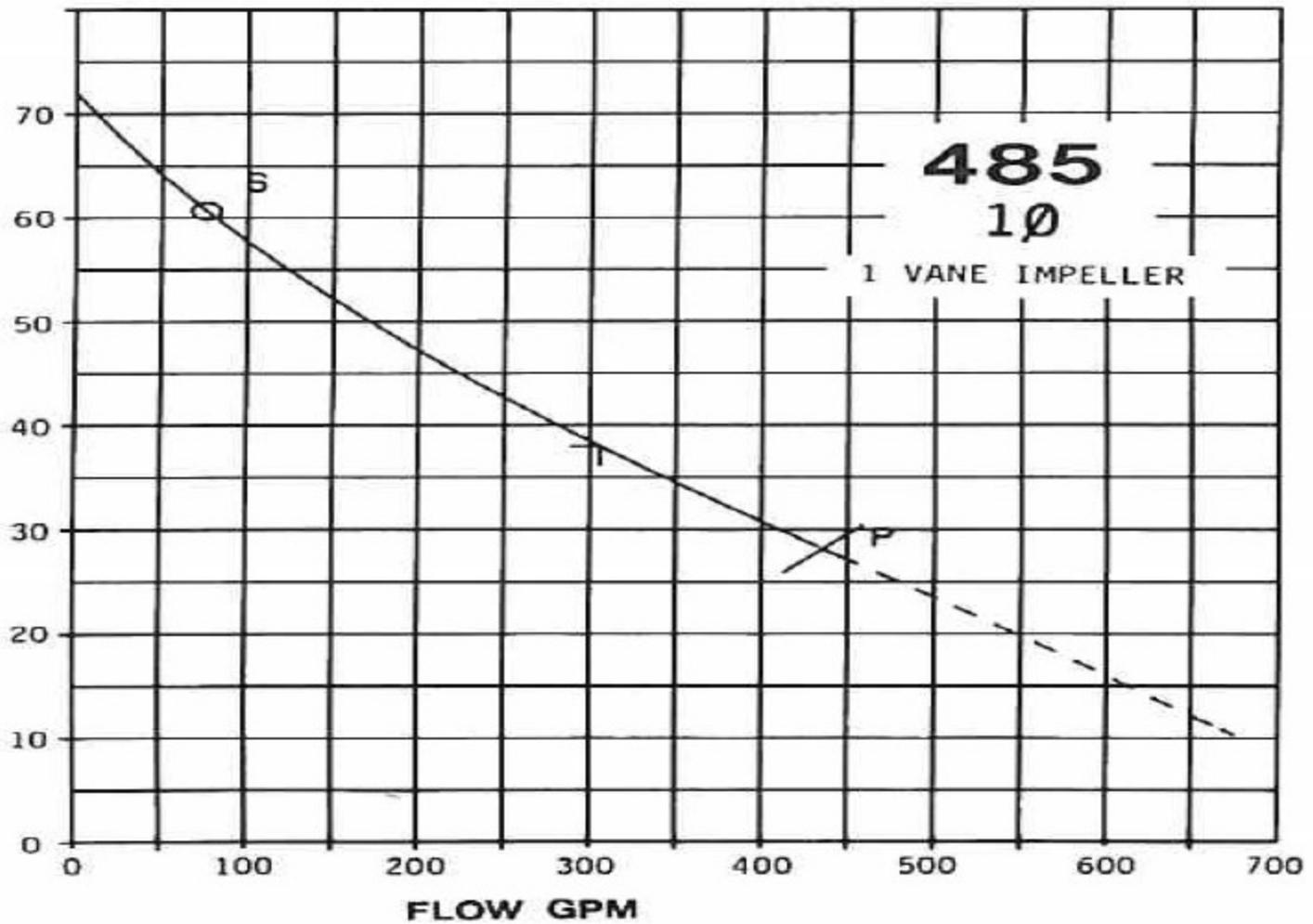
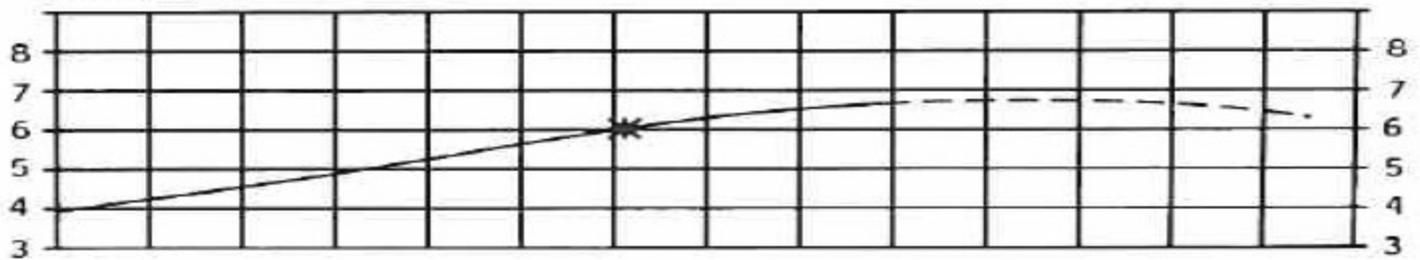
C-3102 432 Impeller

CONFIG.	
CP/CS	
VANES	PHASE
1	3



Creekside Pump Station Curve

CP/CS



S = Risk of sedimentation at

Hope Plantation SewerCAD
Active Scenario: Existing Conditions - No Riverside

FlexTable: Pump Table

ID	Label	Elevation (ft)	Pump Definition	Pump Status	Hydraulic Grade (Suction) (ft)	Hydraulic Grade (Discharge) (ft)	Flow (Total) (gpm)	Pump Head (ft)
105	NMB RV Park PS	5.00	Flygt CP-3127-467	On	7.00	99.90	84	92.90
110	Waters Edge PS	-4.00	Flygt CP-3152-487	On	-2.00	101.05	242	103.05
118	Tidewater #1	-6.00	Flygt CP-3152-432	On	-5.00	83.72	148	88.72
124	Tidewater #2 PS	-7.00	Flygt CP-3152-454	On	-5.00	91.86	291	96.86
129	Creekside PS	10.00	Flygt CP-3127-485	On	12.00	64.63	131	52.63
136	Charleston Landing PS	-7.00	Flygt CP-3140-481	On	-6.00	78.72	277	84.72
141	Hill St. PS	2.00	Flygt CP-3127-468	On	4.50	69.95	138	65.45
146	Oyster Ln PS	15.00	Flygt CP-3102-432	On	16.00	55.61	221	39.61
151	27th Ave N PS #1	7.50	Flygt CP-3102-437	On	9.00	47.76	82	38.76
156	27th Ave N PS #2	-9.00	Flygt CP-3127-484	On	-7.50	53.20	182	60.70
166	Riverside Dr. PS	-4.00	Flygt CP-3153-461	Off	-2.00	89.15	0	0.00
171	Tidewater PS #3	-2.00	Flygt CP-3140-480	On	-1.00	98.03	229	99.03

Hope Plantation SewerCAD
Active Scenario: Existing Conditions - No Riverside

FlexTable: Junction Table

Label	Elevation (ft)	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
J-1	25.00	0	89.17	28
J-2	20.00	0	99.76	35
J-3	17.00	0	89.14	31
J-4	25.00	0	89.14	28
J-6	11.00	0	100.04	39
J-7	15.00	0	97.12	36
J-8	25.00	0	89.07	28
J-10	17.00	0	91.66	32
J-11	9.00	0	83.67	32
J-12	29.00	0	88.18	26
J-13	29.00	0	87.86	25
J-14	25.00	0	82.46	25
J-15	25.00	0	70.94	20
J-16	30.00	0	70.94	18
J-17	20.00	0	64.58	19
J-18	9.00	0	78.54	30
J-19	25.00	0	54.76	13
J-20	25.00	0	54.21	13
J-21	25.00	0	56.54	14
J-22	12.00	0	69.59	25
J-23	25.00	0	44.61	8
J-24	25.00	0	44.37	8
J-25	25.00	0	36.64	5
J-26	25.00	0	43.71	8
J-27	7.00	0	8.89	1
J-28	18.00	0	47.62	13
J-29	19.00	0	47.08	12
J-30	7.00	0	53.12	20
J-31	10.00	0	2.49	-3
J-32	25.00	0	89.13	28
J-33	7.00	0	10.86	2
J-34	7.00	0	10.86	2
J-35	9.00	0	89.15	35
J-36	25.00	0	89.15	28

Hope Plantation SewerCAD
Active Scenario: Existing Conditions - No Riverside
FlexTable: Pipe Table

Label	Diameter (in)	Length (ft)	Material	Hazen-Williams C	Flow (Absolute) (gpm)	Velocity (ft/s)	Has User Defined Length?	Headloss (ft)
P-2	10.0	75	Ductile Iron	130.0	84	0.35	False	0.00
P-3	10.0	965	Ductile Iron	130.0	84	0.35	False	0.06
P-4	10.0	1,148	Ductile Iron	130.0	327	1.33	False	0.89
P-5	10.0	127	Ductile Iron	130.0	617	2.52	False	0.32
P-6	10.0	1,194	Ductile Iron	130.0	846	3.46	False	5.40
P-7	10.0	1,889	Ductile Iron	130.0	995	4.06	False	11.52
P-8	10.0	2,743	Ductile Iron	130.0	995	4.06	False	16.73
P-10	10.0	1,987	Ductile Iron	130.0	1,216	4.97	False	17.57
P-12	10.0	3,138	Ductile Iron	130.0	1,216	4.97	False	27.75
P-13	10.0	724	Ductile Iron	130.0	1,216	4.97	False	6.40
P-14	10.0	152	Ductile Iron	130.0	1,283	5.24	False	1.49
P-15	8.0	162	PVC	140.0	742	4.74	False	1.49
P-16	8.0	3,047	PVC	140.0	810	5.17	False	32.85
P-17	8.0	776	PVC	140.0	810	5.17	False	8.37
P-18	4.0	348	PVC	140.0	0	0.00	False	0.00
P-19	4.0	2,097	PVC	140.0	138	3.53	False	24.98
P-20	6.0	2,201	PVC	140.0	182	2.06	False	6.04
P-21	6.0	494	PVC	140.0	264	3.00	False	2.71
P-22	8.0	61	PVC	140.0	810	5.17	False	0.66
P-23	8.0	46	PVC	140.0	546	3.49	False	0.24
P-24	6.0	971	PVC	140.0	408	4.63	False	11.93
P-25	6.0	3,659	PVC	140.0	277	3.15	False	22.00
P-26	6.0	5,396	PVC	140.0	131	1.48	False	8.05
P-27	6.0	138	PVC	140.0	221	2.51	False	0.54
P-28	4.0	711	PVC	140.0	0	0.00	False	0.00
P-29	8.0	2,587	PVC	140.0	148	0.95	False	1.20
P-30	8.0	2,155	PVC	140.0	291	1.85	False	3.48
P-31	6.0	2,192	PVC	140.0	229	2.60	False	9.25
P-32	6.0	2,346	PVC	140.0	242	2.75	False	10.97
P-33	8.0	2,245	PVC	140.0	0	0.00	False	0.00
P-34	4.0	2,209	PVC	140.0	84	2.16	False	10.59
P-35	6.0	1	Ductile Iron	140.0	84	0.96	True	0.00
P-36	4.0	30	Ductile Iron	140.0	84	2.16	True	0.14
P-37	6.0	1	Ductile Iron	140.0	242	2.75	True	0.00
P-38	4.0	30	Ductile Iron	140.0	242	6.18	True	1.01
P-40	4.0	118	PVC	140.0	82	2.11	False	0.54
P-41	8.0	1	Ductile Iron	140.0	148	0.95	True	0.00
P-42	6.0	30	Ductile Iron	140.0	148	1.68	True	0.06
P-43	8.0	1	Ductile Iron	140.0	291	1.85	True	0.00
P-44	6.0	30	Ductile Iron	140.0	291	3.30	True	0.20
P-45	8.0	1	Ductile Iron	140.0	131	0.83	True	0.00
P-46	6.0	30	Ductile Iron	140.0	131	1.48	True	0.04
P-47	6.0	30	Ductile Iron	140.0	277	3.15	True	0.18
P-48	8.0	1	Ductile Iron	140.0	277	1.77	True	0.00

Hope Plantation SewerCAD
Active Scenario: Existing Conditions - No Riverside
FlexTable: Pipe Table

Label	Diameter (in)	Length (ft)	Material	Hazen-Williams C	Flow (Absolute) (gpm)	Velocity (ft/s)	Has User Defined Length?	Headloss (ft)
P-49	6.0	1	Ductile Iron	140.0	138	1.57	True	0.00
P-50	4.0	30	Ductile Iron	140.0	138	3.53	True	0.36
P-51	4.0	30	Ductile Iron	140.0	221	5.64	True	0.85
P-52	6.0	1	Ductile Iron	140.0	221	2.51	True	0.00
P-53	6.0	1	Ductile Iron	140.0	82	0.94	True	0.00
P-54	4.0	30	Ductile Iron	140.0	82	2.11	True	0.14
P-55	8.0	1	Ductile Iron	140.0	182	1.16	True	0.00
P-56	6.0	30	Ductile Iron	140.0	182	2.06	True	0.08
P-1	10.0	291	Ductile Iron	130.0	84	0.35	False	0.02
P-52	10.0	146	Ductile Iron	130.0	84	0.35	False	0.01
P-57	6.0	3,414	PVC	140.0	0	0.00	False	0.00
P-58	6.0	1	Ductile Iron	140.0	0	0.00	True	0.00
P-59	4.0	30	Ductile Iron	140.0	0	0.00	True	0.00
P-60	4.0	30	Ductile Iron	140.0	229	5.85	True	0.91
P-61	6.0	1	Ductile Iron	140.0	229	2.60	True	0.00

Hope Plantation SewerCAD
Active Scenario: Existing Conditions - No Riverside
FlexTable: Reservoir Table

Label	Elevation (ft)	Flow (Out net) (gpm)	Hydraulic Grade (ft)
Drawbridge Wetwell	1.00	-2,026	1.00
NMB RV Park PS	7.00	84	7.00
Waters Edge PS	-2.00	242	-2.00
Tidewater #1 PS	-5.00	148	-5.00
Tidewater #2 PS	-5.00	291	-5.00
Creekside PS	12.00	131	12.00
Charleston Landing PS	-6.00	277	-6.00
Hill St. PS	4.50	138	4.50
Oyster Ln PS	16.00	221	16.00
27th Ave N PS #1	9.00	82	9.00
27th Ave N PS #2	-7.50	182	-7.50
Riverside Drive PS	-2.00	0	-2.00
Tidewater PS #3	-1.00	229	-1.00

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

5B. FIRST PUBLIC HEARING REGARDING THE 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. **Note a discrepancy between the development agreement and PDD table exists regarding maximum heights and will be discussed at the Tuesday morning workshop.**

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 contribute \$50,000 to the city at the time of preliminary plat submittal for each of the eight phases within the PDD, totaling \$400,000, provided that the full amount is received by the city 10 business days following the 5th anniversary of approval, regardless of phase completion.
2. 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, for a total \$1,300. The aggregate of not less than \$375,000 must be received by the city 10 business days following the 5th anniversary of approval.

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, July 19, 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 FOR
HOPE POINTE PDD**

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 Five (5) 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, July 2, 2007, 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 include 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.

“*Residential Unit*” means a residence within the PDD, whether a single family lot, townhome, condominium, duplex or any other residence for occupancy within the PDD.

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 Residential Units, and not more than 260 total Residential Units, as approved under the PDD and shown on the Master Site Plan, 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. To the extent easements are required to connect the improvements within the Property to the City's existing improvements, Developer will be responsible for providing such easements. 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. This property is also subject to a supplemental sewer extension fee in addition to sewer impact fees typically assessed within the City.

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 serving the single family lots shall be public roads. Roads serving the proposed townhome section of the Project shall be private as provided herein below. 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. Nothing herein shall be deemed to require that the City accept driveways, alleyways or other improvements which do not comply with the Complete Streets provisions of the City’s Land Development Regulations.

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. Developer shall also provide a turn lane into the Property from Little River Neck Road, in accordance with the traffic recommendations of the City’s Public Works Director. 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 four times per year until the PDD is fully developed. The mowing shall occur in the periods between April 1 and October 31 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 if not paid in full in 5 years, the remaining balance must be paid at the end of 5 years; and (ii) \$1,000.00 each of the proposed 375 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 \$50,000.00 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 \$400,000.00, provided that, not later than Ten (10) business days following

the Fifth (5th) 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 \$400,000.00.

B. Beachfront parking fee in an amount equal to \$1,100.00 per Residential Unit, together with a park enhancement fee in an amount equal to \$200.00 per Residential Unit, each as shown on the approved Master Plan, and which total of \$1,300.00 per Residential Unit shall be payable at the time of building permit issuance, provided, however that, to the extent the aggregate total of the beachfront parking fees and park enhancement fees paid in the aggregate are less than \$375,000.00, then, not later than Ten (10) business days following the 5th anniversary of the date of this Agreement, Developer shall pay an additional amount equal to the difference between the amounts previously paid for beachfront parking fees and park enhancement fees, in the aggregate, and the greater of (i) \$375,000.00; or (ii) an amount equal to \$1,300.00 per Residential Unit shown on the approved Master Plan.

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.

D. Developer shall also provide, at Developer's expense, within the public right-of-way of Little River Neck Road, a turn lane into the Property from Little River Neck Road, in accordance with the traffic recommendations of the City's Public Works Director.

E. Developer recognizes that on-site amenities and open spaces within the PDD reduce the demand on the recreational services which must otherwise be provided by the City, and therefore Developer agrees that the following recreational amenities and open spaces shall be provided in accordance with the approved Master Plan for the PDD:

- (1) The marina within the PDD provides both recreational and aesthetic benefits to the residents of the PDD, and may be installed in phases by the Developer, provided that the waterfront promenade portion of the marina will be installed prior to the completion of the remaining portions of the marina.
- (2) Sidewalks and walking trails are inter-connected and are provided within the PDD in accordance with the Master Plan for the PDD to provide pedestrian access within the PDD.
- (3) Developer will provide a pavilion/lookout with a walking trail to connect the waterfront areas of the PDD to the sidewalks within the PDD.
- (4) Developer will accelerate the swimming pool so that the same is completed and accessible to the residents of the PDD prior to commencement of Phase 4 of the PDD.
- (5) Developer will incorporate exercise stations, pocket parks, a dog park and a "tot lot" within the PDD, in accordance with the Master Plan for the PDD.

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 2nd 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 Two-Thirds 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 the subsequent Two (2) year period.

5C. FINAL SUBDIVISION PLAT SUB-21-30: A major final plat of subdivision converting Leah Jayne Lane from private to public right-of-way in the Bungalows on 9th neighborhood.

History

Planning Commission postponed the plat at their June 8 meeting at the request of staff.

Background

Planning Commission previously approved the final plat of subdivision for the Bungalows on 9th subdivision at their February 3, 2015, meeting. Residents of the neighborhood have since approached the City requesting that Leah Jayne Lane be converted to a public street. Following § 20-45 of the Land Development Regulations specifying the conversion process, a resolution accepting the street was prepared for and approved by City Council.

Existing and Proposed Conditions

Following City Council approval of the resolution, a final plat of right-of-way was prepared for the City of North Myrtle Beach entitled, “A Right-of-Way Dedication Plat Showing Leah Jayne Lane.” This plat illustrates the 0.45 acres of Leah Jayne Lane as 40’ wide public right-of-way and the abandonment of the property line between Leah Jayne Lane and 9th Avenue South. Approval of this major plat of right-of-way would allow the plat to be recorded, and Leah Jayne Lane would be accepted and dedicated as a public street.

Staff Review

Planning Division

The planning division has no issue with approval of the right-of-way dedication plat.

Zoning Division

The Zoning Administrator has no issue with the right-of-way dedication plat.

Public Works

The Public Works Director has no issue with the right-of-way dedication plat.

Public Safety

The Fire Marshal has no issue with the right-of-way dedication plat.

Planning Commission Action:

The Planning Commission may approve, approve with modifications and/or conditions; or disapprove the plat, as submitted.

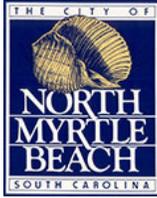
Alternative Motions

I move that the planning commission approve the major final plat of subdivision [SUB-21-13] prepared for Leah Jayne Lane as submitted;

OR

I move (an alternate motion).

SUBDIVISION NAME:
Leah Jayne Lane



Subdivision Finance Account Code:	3.21
FEE DUE/PAID:	\$0 on May 14, 2021
FILE NUMBER:	SUB-21-30
Complete Submittal Date:	May 14, 2021

City of North Myrtle Beach, SC

Application for a Major Plat

GENERAL INFORMATION

Date of Request: May 14, 2021	Property PIN(S): 35705040141
Property Owner: BUNGALOWS ON 9TH POA INC	Type of Subdivision: Major Final Subdivision
Address or Location: Leah Jayne Lane	Project Contact: Suzanne Pritchard
Contact Phone Number: 843-280-5560	Contact Email Address: lspritchard@nmb.us

PROJECT INFORMATION

Zoning: HC & R-2	Total Area: .45 Acres	Existing # of Lots: 0	Proposed # of Lots: 0
Total # of Residential/Commercial Lots: 0	Area of Largest Lot: 0 sq. ft.	Area of Smallest Lot: 0 sq. ft.	Linear Feet of New Streets: 350
Total # of Common/Open Space Lots: 0	Total Area of Common/Open Space Lots: 0	Total # of Utility Space Lots: 0	Total Area of Utility Lots: 0

Proposed Street Names:

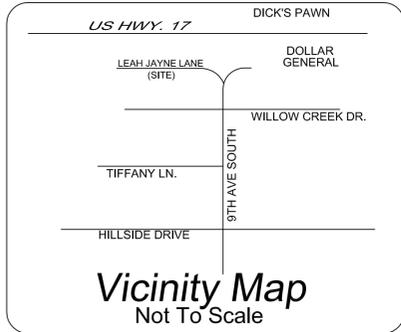
Are Wetlands Present on Site? No

Are Trees Greater than 16" Caliper Present on Site? No	Is the applicant requesting that Planning Commission authorize the removal of any tree to permit the installation of infrastructure, including trees greater than 24" caliper? No
--	--

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: Suzanne Pritchard

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.



Vicinity Map
Not To Scale

FLOOD NOTE:
THE SUBJECT PROPERTY SHOWN
HEREON LIES IN FLOOD ZONES
"X", "X SHADED", AE "12" &
FLOODWAY PER FEMA MAP #
45051 CO 579 "H" DATED 8/23/1999.

TRACT DATA		
TOTAL ACREAGE	187,440 SQ.FT.	4.30 ACRES
TOTAL WETLAND	80,262 SQ.FT.	1.84 ACRES
TOTAL RPW	6,056 SQ.FT.	0.13 ACRES
TOTAL WET/RPW	86,318 SQ.FT.	1.98 ACRES
TOTAL UPLAND	101,122 SQ.FT.	2.32 ACRES

RPW LINE TABLE			
LINE	LENGTH	BEARING	
L17	47.53	N72°57'40"E	
L18	35.77	S82°24'24"E	
L19	76.29	N49°11'48"E	
L20	39.08	N68°25'14"E	
L21	19.84	N85°57'24"E	
L22	47.19	S79°06'35"E	
L23	12.30	N27°42'47"E	
L24	102.58	S87°41'51"E	
L25	85.00	N88°30'08"W	
L26	19.41	S36°34'45"W	
L27	26.92	N75°49'19"W	
L28	37.22	N68°20'21"W	
L29	37.08	S68°30'48"W	
L30	63.13	S46°34'44"W	
L31	23.13	S49°37'49"W	
L32	38.89	N74°02'22"W	
L33	42.11	S77°34'16"W	

CITY OF NMB EASEMENT DATA		
LINE	LENGTH	BEARING
L62	32.03	N69°46'43"E
L63	20.37	N15°20'55"E
L64	44.81	N89°08'27"E
L65	3.35	N59°08'13"E
L66	78.30	S81°52'15"E
L67	26.86	N66°37'21"E
L68	80.97	N85°49'38"E

CERTIFICATE OF ACCURACY:
IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE & CORRECT TO THE ACCURACY
REQUIRED IN DIVISION 4, SECTION 20-35(c), "DEGREE OF ACCURACY."
HARRY F. BRUTON 06/01/2021
REGISTERED SURVEYOR DATE

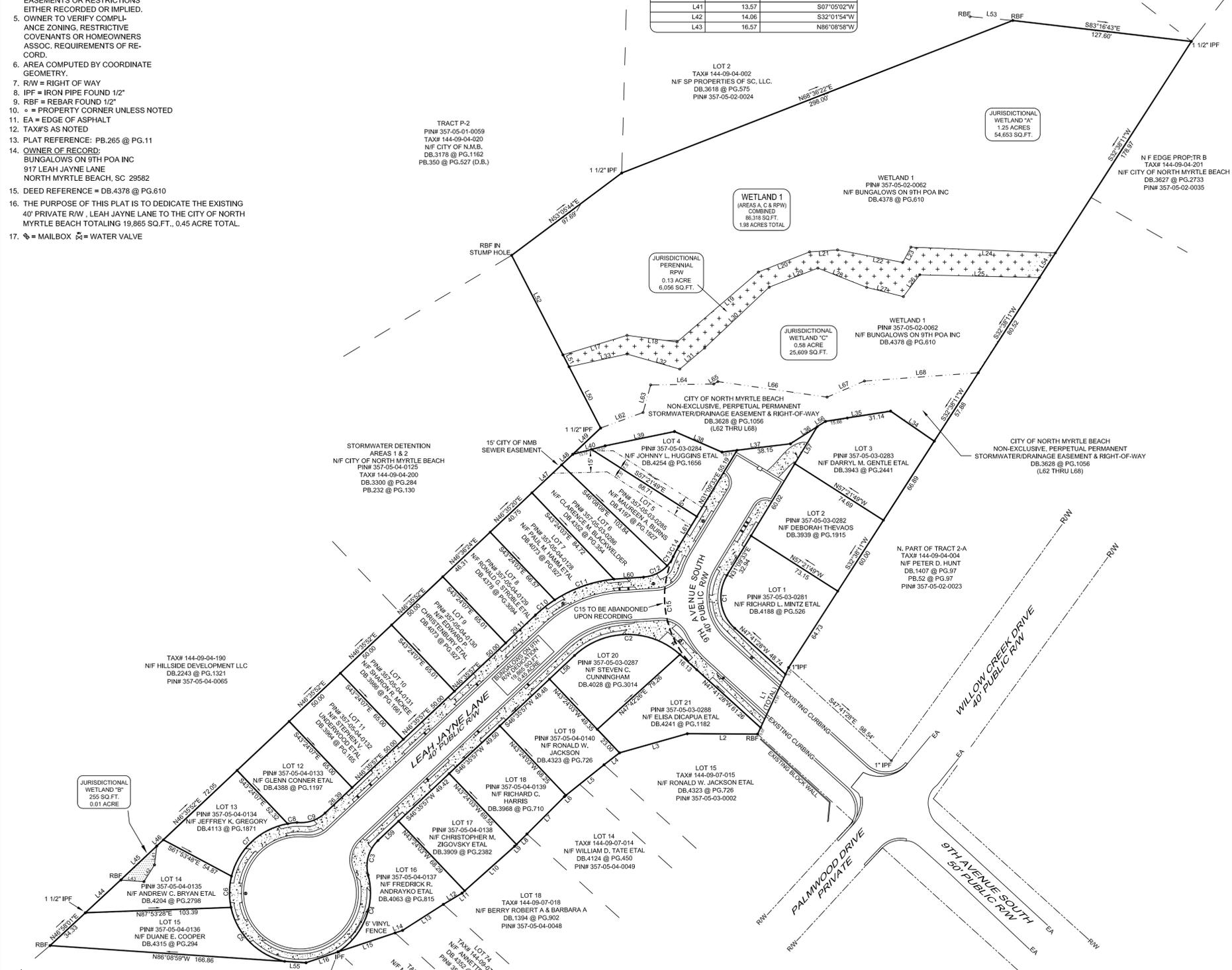
LOT DATA		
LOT	SQ.FT.	ACREAGE
1	+4,488	0.10
2	+4,435	0.10
3	+4,470	0.10
4	+3,036	0.06
5	+3,021	0.06
6	+3,040	0.06
7	+3,003	0.06
8	+3,018	0.06
9	+3,250	0.07
10	+3,250	0.07
11	+3,250	0.07
12	+3,195	0.07
13	+3,002	0.06
14	+3,007	0.07
15	+3,857	0.08
16	+3,552	0.08
17	+3,408	0.07
18	+3,406	0.07
19	+3,403	0.07
20	+3,330	0.07
21	+3,895	0.08

WETLAND LINE TABLE		
LINE	LENGTH	BEARING
L34	37.85	N55°20'04"W
L35	46.80	S81°01'15"W
L36	22.68	S57°19'06"W
L37	48.86	S83°00'34"W
L38	36.80	N66°31'55"W
L39	50.24	S78°17'44"W
L40	18.49	S75°15'10"W
L41	13.57	S07°05'02"W
L42	14.06	S32°01'54"W
L43	16.57	N86°08'58"W

- NOTES:
- PIN #'S AS NOTED
 - OTHER UTILITIES MAY EXIST, BUT THEIR LOCATIONS ARE NOT KNOWN.
 - SURVEY SUBJECT TO FULL TITLE SEARCH.
 - THIS PROPERTY MAY BE SUBJECT TO RIGHT OF WAYS, EASEMENTS OR RESTRICTIONS EITHER RECORDED OR IMPLIED.
 - OWNER TO VERIFY COMPLIANCE ZONING, RESTRICTIVE COVENANTS OR HOMEOWNERS ASSOC. REQUIREMENTS OF RECORD.
 - AREA COMPUTED BY COORDINATE GEOMETRY.
 - R/W = RIGHT OF WAY
 - IPF = IRON PIPE FOUND 1/2"
 - RBF = REBAR FOUND 1/2"
 - o = PROPERTY CORNER UNLESS NOTED
 - EA = EDGE OF ASPHALT
 - TAX#'S AS NOTED
 - PLAT REFERENCE: PB.265 @ PG.11
 - OWNER OF RECORD: BUNGALOWS ON 9TH POA INC 917 LEAH JAYNE LANE NORTH MYRTLE BEACH, SC 29582
 - DEED REFERENCE = DB.4378 @ PG.610
 - THE PURPOSE OF THIS PLAT IS TO DEDICATE THE EXISTING 40' PRIVATE R/W, LEAH JAYNE LANE TO THE CITY OF NORTH MYRTLE BEACH TOTALING 19,865 SQ.FT., 0.45 ACRE TOTAL.
 - ☐ = MAILBOX ☒ = WATER VALVE

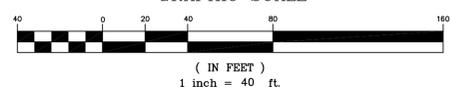
I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE "MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA", AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN; THAT THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN; THAT THE UNADJUSTED RATIO OF PRECISION IS 1:10,000+; THAT THE PROPERTY IS SUBJECT TO ANY EASEMENTS OF RECORD THAT MAY BE SHOWN ON AN UP-TO-DATE TITLE SEARCH NOT FURNISHED ME THIS DATE; THAT THE AREA WAS DETERMINED BY THE COORDINATE METHOD OF AREA CALCULATION. DATE JUNE 1 2021

SIGNED **HARRY F. BRUTON**
PROFESSIONAL LAND SURVEYOR
HARRY F. BRUTON, PLS 24275



LINE TABLE		
LINE	LENGTH	BEARING
L1	52.23	S24°55'51"W
L2	49.63	N89°40'37"W
L3	49.95	S74°09'53"W
L4	13.90	S52°19'07"W
L5	34.76	S51°05'13"W
L6	1.34	S51°05'13"W
L7	37.69	S44°55'45"W
L8	10.49	S44°55'45"W
L9	1.82	S44°55'45"W
L10	47.62	S48°10'45"W
L11	2.48	S48°10'45"W
L12	15.51	S58°57'01"W
L13	34.38	S57°18'33"W
L14	5.56	S71°23'23"W
L15	42.72	S71°31'04"W
L16	23.96	S71°09'42"W
L17	34.19	N47°09'48"E
L18	35.32	N46°35'54"E
L19	6.33	N46°35'56"E
L20	29.03	N46°36'49"E
L21	10.85	S46°35'57"W
L22	27.27	N46°34'51"E
L23	49.05	N27°11'05"W
L24	9.52	N27°11'05"W
L25	79.77	N27°11'05"W
L26	30.47	N84°46'39"W
L27	20.89	S32°38'11"W
L28	15.19	N86°08'59"W
L29	6.87	N57°19'06"W
L30	30.91	N31°09'33"E
L31	24.40	S46°35'57"W
L32	20.07	S46°35'57"W
L33	21.07	S85°57'42"W
L34	24.75	S31°09'33"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD DIR.	CHORD
C1	34.40	25.00	S08°15'58"E	31.75
C2	82.28	55.00	S89°27'14"W	74.82
C3	26.77	25.00	S155°50'08"W	25.51
C4	62.91	50.00	N21°17'07"E	58.84
C5	57.15	50.00	S44°43'12"E	54.09
C6	22.47	50.00	S00°53'57"W	22.28
C7	57.81	50.00	S46°53'30"W	54.64
C8	6.61	50.00	S82°06'05"W	6.61
C9	21.71	25.00	N71°28'19"E	21.03
C10	17.29	95.00	S51°48'43"W	17.26
C11	45.03	95.00	S70°36'11"W	44.61
C12	19.03	25.00	N64°17'52"W	18.58
C13	7.90	25.00	N33°26'05"E	7.87
C14	8.28	70.00	N27°46'13"E	8.28
C15	96.33	70.00	N08°15'58"W	88.91



CERTIFICATE OF APPROVAL OF STREETS & STORM DRAINAGE SYSTEM:
I HEREBY CERTIFY THAT STREETS AND STORM DRAINAGE 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.

CITY ENGINEER OR DESIGNEE

CERTIFICATE OF APPROVAL OF PUBLIC WATER SUPPLY & SEWAGE DISPOSAL SYSTEM:
I HEREBY CERTIFY THAT A PUBLIC WATER SUPPLY & A SEWAGE DISPOSAL SYSTEM, MEETING THE FULL REQUIREMENTS OF THE CITY'S SUBDIVISION REGULATIONS, HAS BEEN INSTALLED OR THAT A GUARANTEE OF THE REQUIRED IMPROVEMENTS IN AN AMOUNT OR MANNER ACCEPTABLE TO THE CITY OF NORTH MYRTLE BEACH HAS BEEN RECEIVED.

CITY ENGINEER OR DESIGNEE

CERTIFICATE OF OWNERSHIP & 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 USE AS NOTED.

NAME _____ SIGNED _____ DATE _____

BUNGALOWS ON 9TH PROPERTY OWNERS ASSOCIATION, INC.
A SOUTH CAROLINA NONPROFIT CORPORATION

— A RIGHT-OF-WAY DEDICATION PLAT —
SHOWING
LEAH JAYNE LANE
BUNGALOWS ON 9TH
CITY OF NORTH MYRTLE BEACH
HORRY COUNTY, SOUTH CAROLINA
0.45 ACRE TOTAL

FOR THE BENEFIT OF:
THE CITY OF NORTH MYRTLE BEACH

Harry F. Bruton & Associates
Professional Land Surveying & Design

RESIDENTIAL & COMMERCIAL IN S.C.
905-2 SEA MOUNTAIN HWY.
North Myrtle Beach S.C.

hbruton@gmail.com
OFFICE (843) 281 - 8822
FAX (843) 280 - 0920

DRAWN: HFB	ACAD FILE: BUNGALOWS ON 9TH
APPROVED: HFB	JOB #: 10002
SCALE: 1" = 40'	FOLDER: 9TH AVE S
DATE: 06/01/2021	SHEET: 1 OF 1

5D. PLANNED DEVELOPMENT DISTRICT AMENDMENT Z-21-7: City staff received an application for a major amendment to the Barefoot Resort Planned Development District (PDD) revising the Barefoot Resort Villas Townhomes section of the Dye Estates through changes to the master plan, building footprint, and building elevations.

History

The Barefoot Resort Villas Townhomes section of the Dye Estates was approved by City Council November 4, 2002. Only two of the originally approved buildings were constructed. At the April 20 meeting, Planning Commission recommended approval of the proposed major PDD amendment. When this proposal was heard by City Council, the public voiced concern over the quality of the proposed architecture. City Council concurred and asked the applicant to revise the proposed architecture and have Planning Commission review the proposal again.

Proposed Changes

The applicant has submitted a revised site plan and elevations to complete the Barefoot Resort Villas Townhomes at the Dye Estates. The proposal reduces the density from 51 units to 47 units.

Staff Review

Planning & Development, Planning Division

The Planning Division has no issues with the proposed amendment.

Planning & Development, Zoning Division

The Zoning Administrator has no issues with the proposed amendment.

Public Works

The Public Works Department has no issues with the proposed amendment and will examine the water, sewer, drainage, and solid waste details at the site-specific development plan level of review.

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 May 3, 2021.

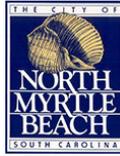
Planning Commission Action

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 Barefoot Resort PDD [Z-21-7] as submitted.
OR
- 2) I move that the Planning Commission recommend denial of the major planned development district amendment to the Robber’s Roost PDD [Z-21-7] as submitted.
OR
- 3) I move (an alternate motion).

PDD Zoning Finance Account Code:	3.22
FEE PAID:	500 on March 26, 2021
FILE NUMBER:	Z-21-7
Complete Submittal Date:	March 26, 2021



Notice Published:	April 1, 2021
Planning Commission:	April 20, 2021
First Reading:	May 3, 2021
Second Reading:	May 17, 2021

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): 35809040001
Property Owner(s): DDC Engineers - Agent	Type of Zoning Map Amendment: Major PDD Amendment
Address or Location: 2557 Pete Dye Dr.	Project Contact: Patty Crawford
Contact Phone Number: 843-692-3200	Contact Email Address: Sean.Hoelscher@bolton-menk.com
PDD Name: Barefoot Resort	Total Area of Property: 5.1 Acres
Proposed Amendment: Amending the existing multi-family plan to accommodate new footprint and elevations	

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: true

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: 06/15/21

Nature of Approval Requested: PDD Amendment

Property PIN(s): 35809040001

Property Address/Location: Barefoot Resort-Adjacent to Club Course Drive

I, Ronnie Parker, Jr., hereby authorize James M. Wooten

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



Signature
Manager

Title

Signature

Title

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



Dye Estates MF-4 Barefoot Resort and Golf

North Myrtle Beach, SC

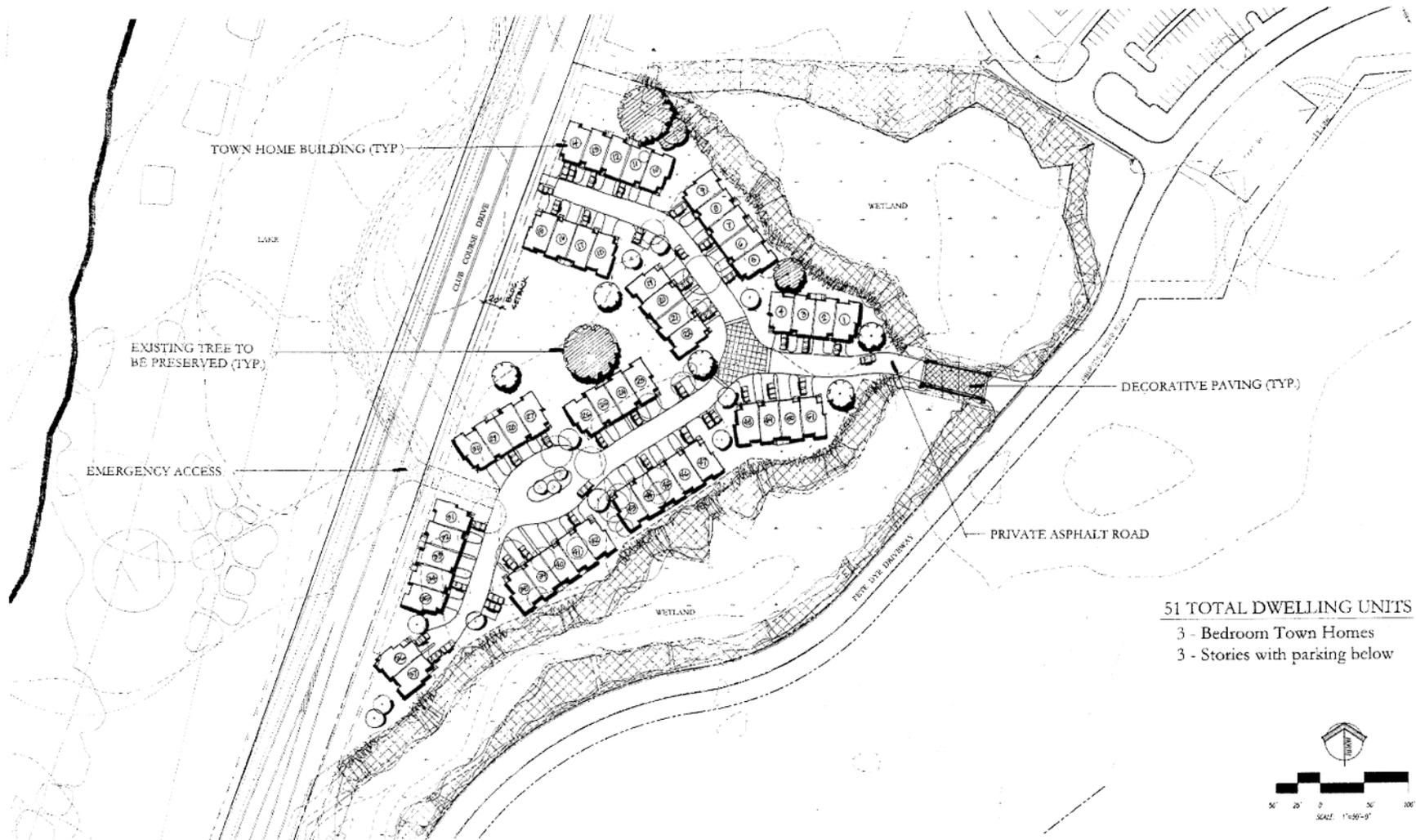
5/17/21

Revised 06/15/21

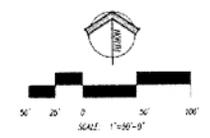


DDC Engineers
BOLTON & MENK, INC.





51 TOTAL DWELLING UNITS
 3 - Bedroom Town Homes
 3 - Stories with parking below

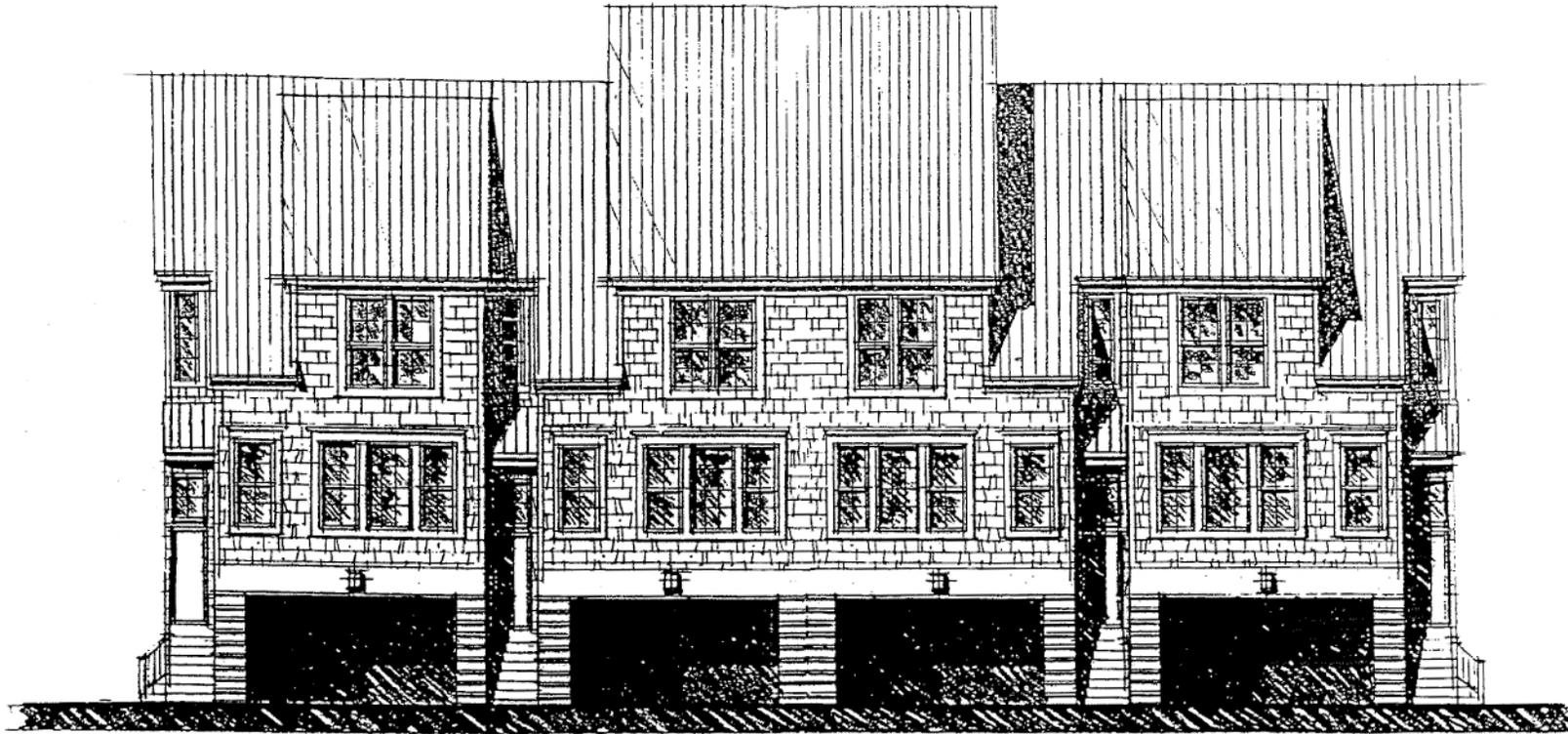


This plan is for illustrative purposes only and is subject to change.
 Date: 09-15-02
 North Myrtle Beach, South Carolina

BAREFOOT RESORT VILLAS
 Conceptual Site Plan - C



DYE ESTATES MULTI-FAMILY
 2002 APPROVED PLAN



UNIT A

UNIT B

UNIT B

UNIT A

Scale: 1/8" = 1'-0"



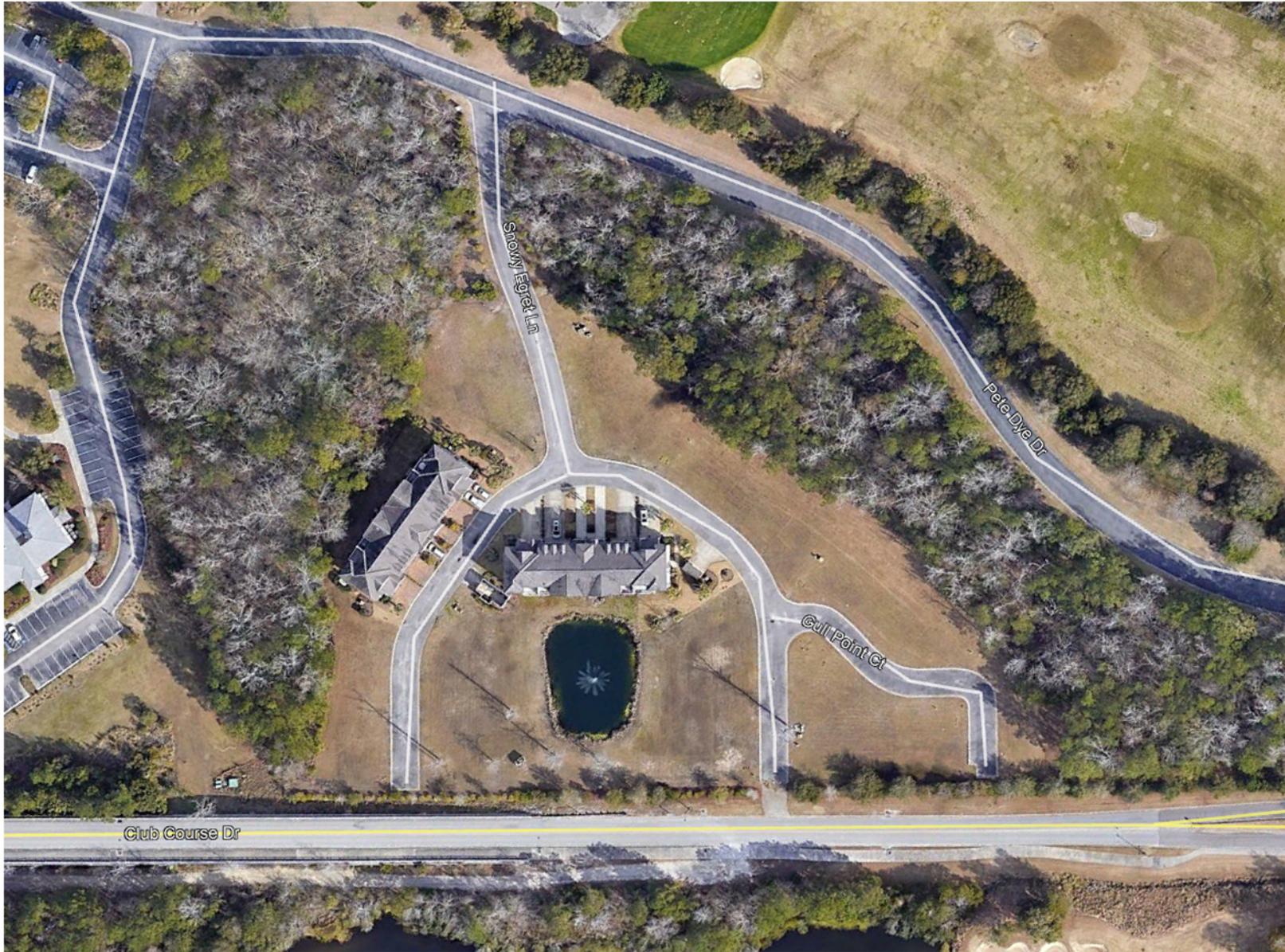
Townhome Concept
Barefoot Resort

September 6, 2001



DDC Engineers
BOLTON & MENK, INC.

DYE ESTATES MULTI-FAMILY
2002 APPROVED ELEVATION



DDC Engineers
BOLTON & MENK, INC.

DYE ESTATES MULTI-FAMILY
EXISTING CONDITIONS



DYE ESTATES MULTI-FAMILY
EXISTING BLDG. 200 (LEFT) & BLDG. 500 (RIGHT)

Dye Townhomes



-  OVERSTORY TREE
-  UNDERSTORY TREE
-  SHRUB
-  PERENNIALS
-  STREET LIGHTS

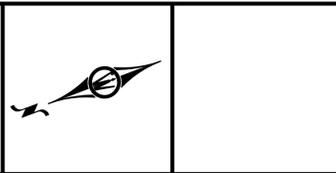
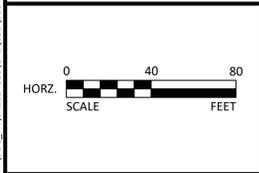


This site plan is an artist's rendering and is for illustrative purposes only.





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 H:\DDC_ARCH\0124028\CAD\CAD\1043 - Dye Estates\DWG\MF - sit.dwg - 36x24 DDC.BMI, 6/9/2021 11:00:20 AM, ARCH, full bleed (136.00 x 24.00 inches)



DDC Engineers
 A BOLTON & MENK, INC. COMPANY
 www.ddcinc.com

1298 PROFESSIONAL DRIVE
 MYRTLE BEACH, SOUTH CAROLINA 29577
 Phone: (843) 692-3200
 Email: MyrtleBeach@bolton-menk.com
 www.bolton-menk.com

DATE	03/26/21				
SCALE	1" = 40'				
DESIGNED	SCH				
DRAWN	SCH				
CHECKED	SCH				
CLIENT PROJ. NO.	21043L	NO.	DATE	REVISION DESCRIPTION	BY
				1 06/08/2021 Revised Site Plan Using the McPherson Models	JTW

NVR, INC
 DYE ESTATES MULTI-FAMILY
 NORTH MYRTLE BEACH, SOUTH CAROLINA
 SITE PLAN

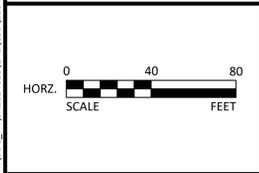
SHEET
C1.01

LEGEND

- Overstory Tree
- Understory Tree
- Shrub
- Perennials



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 H:\DDC_ARCH\0124028\CAD\CAD\11043 - Dye Estates\1 - BASE - 11.dwg, 3/6/24, DDC-BMI, 6/9/2021 11:01:00 AM, ARCH, full bleed D (34.00 x 24.00 inches)




DDC Engineers
 A BOLTON & MENK, INC. COMPANY
www.ddcinc.com

1298 PROFESSIONAL DRIVE
 MYRTLE BEACH, SOUTH CAROLINA 29577
 Phone: (843) 692-3200
 Email: MyrtleBeach@bolton-menk.com
www.bolton-menk.com

DATE	06/09/2021			
SCALE	1" = 40'			
DESIGNED	JS			
DRAWN	JS			
CHECKED				
CLIENT PROJ. NO.	21043L	NO.	DATE	REVISION DESCRIPTION

NVR, INC
 DYE ESTATES MULTI-FAMILY
 NORTH MYRTLE BEACH, SOUTH CAROLINA
 LANDSCAPING PLAN

SHEET
L1.01







UNIT C
ELEVATION "L"
REVERSE

UNIT B
ELEVATION "K"
PER PLAN

UNIT A
ELEVATION "N"
PER PLAN



3-UNIT BUILDING ELEVATION PLAN

SCALE: 1/8" = 1'-0"

TWO CAR FRONT GARAGE "GIC"



UNIT D
ELEVATION "P"
REVERSE

UNIT C
ELEVATION "K"
PER PLAN

UNIT B
ELEVATION "L"
PER PLAN

UNIT A
ELEVATION "M"
PER PLAN

1
B-2

4-UNIT BUILDING ELEVATION PLAN

SCALE: 1/8" = 1'-0"

TWO CAR FRONT GARAGE 'SIC'



DDC Engineers
BOLTON & MENK, INC.

DYE ESTATES MULTI-FAMILY
STONE FACADE TO MATCH EXISTING UNITS

7A. REZONING REQUEST Z-21-10: The Planning & Development Department received an application requesting a rezoning of one (1) lot containing approximately 5.02 acres located at the intersection of Hill Street and 24th Avenue North, PIN 351-08-03-0087, from Mobile/Manufactured Home Residential (R-3) to Mid-Rise Multifamily Residential (R-2A).

Existing Conditions and Surrounding Land Uses:

Located at the intersection of Hill Street and 24th Avenue North, the parcel is vacant and undeveloped. Surrounding parcels are zoned R-3.

Comparison of Existing and Proposed Zoning:

The purpose of the R-3 district is to provide for areas within the city where mobile/manufactured homes may be located in harmony with other single-and two-family dwellings—to provide for a full range of housing alternatives to meet buyer demands. Also, this district is designed to separate incompatible uses and eliminate the blighting effect of incompatibility. The purpose of the R-2A district is to permit mid-rise multifamily development in areas of the community in response to the need for such housing, while safeguarding existing residential values, and environmental resources, and guarding against "overloading" existing infrastructure.

Permitted uses within both districts include dwellings (including single-family detached, semidetached, duplex) and signs permitted by and in accord with all applicable provisions of article III. The R-2A district also allows for zero lot line single-family detached developments, multiplexes, townhouses, and multifamily dwellings; accessory uses customarily incidental to dwellings, and nursing homes. The R-3 district allows mobile/manufactured homes and mobile/manufactured home parks; neighborhood and community parks and centers, golf courses and similar outdoor uses, but not lighted for night use; publicly owned recreational facilities; churches or similar places of worship, including parish houses, parsonages, and childcare centers when accessory thereto; recreational vehicle parks and campgrounds; accessory uses; home occupations; and family day care homes. The following tables detail the development standards for both districts:

R-3 District

		Single-Family Detached Residence	Mobile Homes on Individual Lots	Duplexes	Semi-Detached Dwelling	Other Permitted Uses
Minimum Lot Area per Project (SF)		5,000	5,000	7,000	7,000	5,000
Minimum Lot Area per Dwelling Unit (SF)		5,000	5,000	3,500	3,500	NA
Minimum Lot Width		50 feet	50 feet	55 feet	35 feet	NA
Minimum Yards:	Front	20 feet	20 feet	20 feet	20 feet	20 feet
	Side	7.5 feet	7.5 feet	7.5 feet	7.5 feet ¹	20 feet
	Rear	10 feet	10 feet	10 feet	10 feet	30 feet
Maximum Impervious Surface Ratio		50%	50%	60%	60%	60%

A dwelling unit shall not contain more than five (5) bedrooms or sleeping areas of not more than three hundred (300) square feet each.

Notes:

¹ A seven-and-one-half-foot setback shall be applied to the ends of the structure and the exterior property lines, and zero (0) setback shall be allowed for the common interior property line.

R-2A District

		Single-family Detached	Semi-Detached	Duplex	Multiplex	Townhouse	Multi-Family	Camp Recreational or Educational
Minimum Site Area (SF)		5,000	7,000	7,000	10,000	16,000	15,000	20 Acres
Minimum Lot Area* (SF)		5,000	3,500	3,500	2,000	2,000	1,350	NA
Minimum Lot Width		50 feet	35 feet	55 feet	75 feet	14 feet ⁵	100 feet	200 feet
Minimum Yards:	Front	25 feet	25 feet	25 feet	25 feet	25 feet	25 feet	25 feet
	Side	5 feet	7.5 feet ¹	7.5 feet	7.5 feet	²	³	15 feet
	Rear	20 feet	20 feet	20 feet	20 feet	⁴	20 feet	20 feet
Maximum Impervious Surface Ratio		60%	60%	60%	60%	60%	80%	NA
Common Open Space		NA	NA	NA	15%	25%	20%	NA
Maximum Height of Buildings		50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet
Maximum Height of Signs					10 feet	10 feet	10 feet	10 feet
Floor Area Ratio								.15

Minimum distance between buildings: Where more than one (1) principal building is located on a lot, minimum distance between buildings shall be twenty (20) feet with one (1) additional foot for each two (2) feet in height over thirty-five (35) feet, using the highest building.

*Per dwelling unit.

Notes:

¹ A seven-and-one-half-foot setback shall be applied to the ends of the structure and the exterior property lines, and zero (0) setback shall be allowed for the interior common property line.

² Zero (0) between units; ten (10) feet between end structures and side property line; no more than six (6) units shall be attached in one (1) building.

³ Ten (10) feet for the first thirty-five (35) feet in height and fifteen (15) feet for buildings in excess of thirty-five (35) feet in height.

⁴ Rear yard shall be ten (10) feet except where contiguous to the project site property line, then a twenty-foot setback shall be required, and shall remain unoccupied by any accessory building or structure.

⁵ Minimum lot width and/or unit width.

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 Neighborhood as a land use class for the subject area. The principal permitted uses noted in the compliance index include a mix of residential uses at medium densities (mostly duplexes, townhomes, and patio homes), as well as multi-family housing up to six stories; also allows infill mixed-use development and neighborhood commercial uses. The recommended primary zoning districts are R-2, R-2A, or R-3; R-2B and NC are the secondary zoning district alternatives.

The proposed zoning designation, R-2A, 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: This classification supports a mix of residential uses at medium densities, which includes mostly duplexes, townhouses, and patio homes, as well as multi-family housing up to 6 stories. This designation could also allow infill mixed-use development and neighborhood commercial uses. This category allows 5-10 du/acre.

The proposed R-2A zoning is consistent with the Residential Neighborhood 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-2A zoning district is, "To permit mid-rise multifamily development in areas of the community in response to the need for such housing, while safeguarding existing residential values, and environmental resources, and guarding against "overloading" existing infrastructure."

The uses permitted in the R-2A 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:

Lot access subject to SCDOT review and approval. Other public services exist with adequate service capacity.

- 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:

Public water and sewer are available to the parcel.

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 rezoning request is presented to the Planning Commission for a recommendation that will be forwarded to City Council at their next meeting scheduled for July 19, 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 rezoning request.

Planning and Development, Zoning Division

The Zoning Administrator has no issue with the proposed rezoning request.

Public Works

The City Engineer has no issue with the proposed rezoning request.

Public Safety

The Fire Marshall has no issue with the proposed rezoning request.

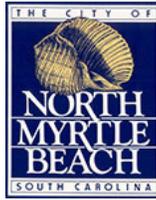
Planning Commission Action:

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 rezoning request [Z-21-10] as submitted.
OR
- 2) I move that the Planning Commission recommend denial of the rezoning request [Z-21-10] as submitted.
OR
- 3) I move (an alternate motion).

Rezoning Finance Account Code:	3.51
FEE PAID:	\$500 on May 18, 2021
FILE NUMBER:	Z-21-10
Complete Submittal Date:	May 18, 2021



Notice Published:	June 3, 2021
Property Posted:	June 3, 2021
Planning Commission:	June 22, 2021
First Reading:	July 19, 2021
Second Reading:	August 16, 2021

City of North Myrtle Beach, SC

Application for Rezoning

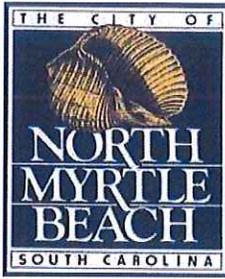
GENERAL INFORMATION

Date of Request: May 17, 2021	Property PIN(S): 35108030087
Property Owner(s): Sea Shelters, Inc	Type of Zoning Map Amendment: Rezoning (not to PDD)
Address or Location: Adjacent to Hill Street Park/ 24th Ave N and Hill Street	Project Contact: EARTHWORKS GROUP
Contact Phone Number: 843-651-7900	Contact Email Address: tasmith@earthworksgroup.com
Current Zoning: R-3	Proposed Zoning: R-2A
Total Area of Property: 5.65 Acres	Currently Located in City: Yes

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: EARTHWORKS GROUP

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: 06/16/21

Nature of Approval Requested: Rezoning

Property PIN(s): 35108030087

Property Address/Location: 24th Avenue North / Hill Street

I, Hill Street Park Villas, LLC/Tripp Nealy, hereby authorize The EARTHWORKS Group

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



Signature

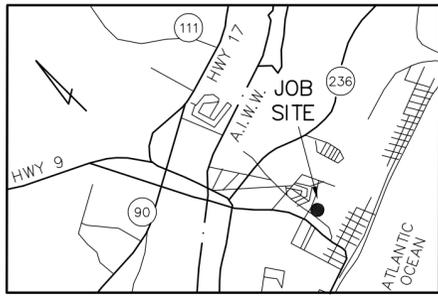
Member

Title

Signature

Title

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



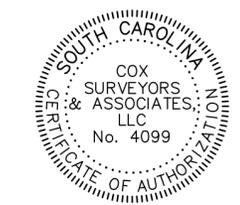
VICINITY MAP
(NOT TO SCALE)

CERTIFICATE OF OWNERSHIP AND DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, AND THAT I (WE) HEREBY ADOPT THIS (PLAN OF DEVELOPMENT/PLAT) WITH MY (OUR) FREE CONSENT AND THAT I (WE) HEREBY DEDICATE ALL ITEMS AS SPECIFICALLY SHOWN OR INDICATED ON SAID PLAT.

SIGNATURE: _____ DATE: _____
 NAME (PRINT): _____
 SIGNATURE: _____ DATE: _____
 NAME (PRINT): _____

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 "B" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.



J. JASON COX
 SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
 LICENSE NO. 26950

- REFERENCE MAPS:
- "SURVEY OF 4.0 ACRES OF LAND WHICH JOHN H. NYE PROPOSES TO CONVEY TO J.W. STRICKLAND BEING A PART OF TRACT NO. 4 OF THE A. NIXON ESTATE" DATED SEPTEMBER 21, 1962 BY S.D. COX, JR.
 - "SURVEY OF 1.0 ACRE OF LAND WHICH JOHN H. NYE PROPOSES TO CONVEY TO J. W. STRICKLAND BEING A PART OF TRACT NO. 4 OF THE A. NIXON ESTATE" DATED SEPTEMBER 21, 1962 BY S.D. COX, JR.
 - "SURVEY OF 1.0 ACRE OF LAND WHICH JOHN H. NYE PROPOSES TO CONVEY TO ROSCOE FLOYD BEING A PART OF TRACT NO.4 OF THE A. NIXON ESTATE" DATED SEPTEMBER 21, 1962 BY S.D. COX, JR.
 - "SURVEY OF 827.59 ACRES OF LAND OF THE ESTATE OF AMANDA NIXON" DATED MAY 1, 1951 BY S.D. COX, JR. AND RECORDED IN HORRY COUNTY AT P.B. 12, PG. 42.
 - "FINAL PLAT OF TRACTS 11-A AND 11-B BLOCK NO. 121, TILGHMAN ESTATES SECTION" DATED NOVEMBER 11, 1992 BY HESTER LAND SURVEYING COMPANY, INC. AND RECORDED IN HORRY COUNTY AT P.B. 122, PG. 153.
 - "FINAL PLAT OF FOREST PARK SUBDIVISION" DATED NOVEMBER 4, 1993 BY HESTER LAND SURVEYING COMPANY, INC. AND RECORDED IN HORRY COUNTY AT P.B. 126, PG. 220.
 - "SURVEY OF ONE LOT CONSISTING OF 0.21 ACRES BEING A PORTION OF TRACT 4 IN THE AMANDA NIXON ESTATE LANDS" DATED JULY 5, 1977 BY C.B. BERRY AND RECORDED IN HORRY COUNTY AT D.B. 586, PG. 788.
 - "PLOT LAYOUT / RESURVEY OF 0.14 ACRE LOT" DATED MAY 27, 1994 BY C.B. BERRY AND RECORDED IN HORRY COUNTY AT D.B. 1733, PG. 863.
 - "SURVEY OF KINGWOOD SUBDIVISION BEING TRACT 5 IN THE AMANDA NIXON ESTATE" DATED NOVEMBER 12, 1966 BY C.B. BERRY AND RECORDED IN HORRY COUNTY AT P.B. 49, PG. 44.
 - "SURVEY OF THE GROVE SUBDIVISION" DATED FEBRUARY 23, 1978 BY C.B. BERRY AND RECORDED IN HORRY COUNTY AT P.B. 66, PG. 205.
 - "SURVEY OF HOLLYWOOD DEVELOPMENT SUBDIVISION FORMERLY A PORTION OF TRACT 4 AMANDA NIXON ESTATE" DATED DECEMBER 19, 1969 BY C.B. BERRY AND RECORDED IN HORRY COUNTY AT P.B. 63, PG. 248.
 - "PLAT OF 25' X 25' LIFT STATION LOT ON PLAT OF KINGWOOD SUBDIVISION" DATED NOVEMBER 13, 1984 BY JOEL F. FLOYD AND RECORDED IN HORRY COUNTY AT D.B. 973, PG. 842.

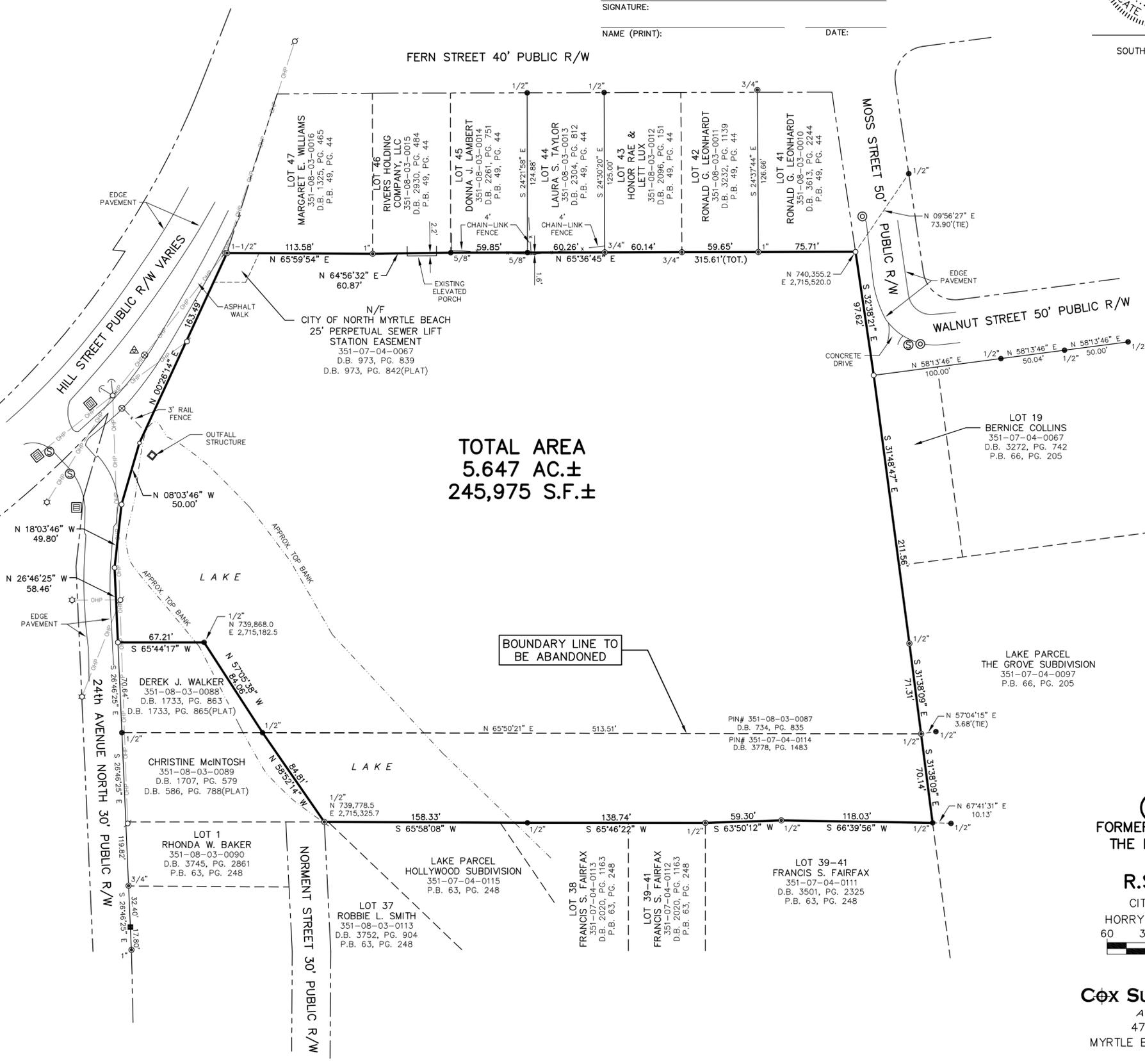
LEGEND

- IRON PIPE FOUND
- IRON REBAR SET
- IRON REBAR FOUND
- CONCRETE MOUNMENT FOUND
- BOUNDARY POINT (NOT SET)
- ⊗ WATER VALVE
- ⊕ WATER METER
- ⊕ VALVE MARKER
- ⊕ DRAINAGE INLET
- ⊕ DRAINAGE MANHOLE
- ⊕ SEWER MANHOL
- ⊕ GUY ANCHOR
- ⊕ LIGHT POLE
- ⊕ POWER POLE
- OHP- OVERHEAD POWER LINE
- D.B. DEED BOOK
- P.B. PLAT BOOK
- PG. PAGE
- S.F. SQUARE FEET
- AC. ACRE
- R/W RIGHT-OF-WAY

NOTES:

- PIN NO.: 351-08-03-0087 & 351-07-04-0114.
- IT IS MY OPINION THAT THE PROPERTY SHOWN ON THIS PLAT IS LOCATED IN FLOOD ZONE "X" (AREA WITHIN 500 YEAR FLOOD) AS SHOWN ON FLOOD INSURANCE RATE MAP 45051C 0582 H DATED AUG. 23, 1999 AND SUBJECT TO VERIFICATION BY THE FEMA / COUNTY FLOOD PLANE MANAGER.
- ALL BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM NAD83(2011). MULTIPLY DISTANCES BY COMBINED SCALE FACTOR SF 0.999803179 TO OBTAIN GRID DISTANCES. STATE PLANE COORDINATES OBTAINED BY GPS OBSERVATIONS VIA THE S.C.G.S. VRS NETWORK.
- THIS SURVEY IS VALID ONLY IF THE PRINT OF SAME HAS THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE LAND SURVEYOR.
- NO TITLE SEARCH PERFORMED BY THIS OFFICE ON THIS DATE.
- THE PROPERTY PLATTED HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
- DEED REFERENCE: D.B. 734, PG. 835 & D.B. 3778, PG. 1483.
- SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AN ELEMENT OF THIS SURVEY. NO STATEMENT IS MADE REGARDING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTINGENCIES THAT MAY AFFECT THE USE OF THIS PARCEL.
- CURRENT OWNER: SEA SHELTERS, INC.
 ADDRESS: 328 E. MCINTYRE STREET
 MULLINS, SC 29574
- CURRENT ZONING: R-3; BUILDING SETBACKS: FRONT=20', SIDE: 7.5', REAR=10' PER THE CITY OF NORTH MYRTLE BEACH AND SUBJECT TO VERIFICATION.

THIS INSTRUMENT AND REPRODUCIBLE COPIES OF THIS INSTRUMENT ARE OWNED BY COX SURVEYORS & ASSOCIATES, LLC. REPRODUCTIONS OF THIS INSTRUMENT ARE NOT PERMITTED WITHOUT WRITTEN CONSENT OF COX SURVEYORS & ASSOCIATES, LLC UNLESS OBTAINED THROUGH MATTERS OF PUBLIC RECORD. ALTERATIONS TO THIS DOCUMENT ARE NOT PERMITTED.



COMBINATION SURVEY OF
5.647 AC.±
(245,975 S.F.±)
 FORMERLY A PORTION OF TRACT 4
 THE ESTATE OF AMANDA NIXON
 PREPARED FOR:
R.S. PARKER HOMES
 CITY OF NORTH MYRTLE BEACH
 HORRY COUNTY SOUTH CAROLINA

SCALE: 1 INCH = 60 FEET
 SURVEYED & MAPPED BY
Cox Surveyors & Associates
 A LIMITED LIABILITY COMPANY
 4761 HWY. 501 WEST, SUITE 2
 MYRTLE BEACH, SC 29579 (843) 236-7200
 www.coxsurveyors.com

DRAWN BY DCD FIELD DATE 05/2015
 REVIEWED JJC PLAT DATE 05/28/2015
 CREW CHIEF CTB FIELD BOOK CS-685

EXCEPTED: It is excepted from the above conveyance, the following described lands: beginning at Iron N and the Old Cherry Grove Road, which is a corner common to the one (1) acre Tract herein conveyed and the lands of Roscoe Floyd, and running north 70 degrees east 110 feet, more or less, to the edge of the pond; thence turning and running northwest along the edge of the said pond to the boundary line common to the one (1) acre Tract conveyed and the four (4) acre Tract conveyed; thence turning and running south 70 degrees west to Iron N which is common to the one (1) acre Tract herein conveyed and the four (4) acre Tract herein conveyed and located on the Old Cherry Grove Road; thence turning and running south 22 degrees 50 minutes west 70.6 feet to Iron N, the point of beginning.

These are the identical tracts of land conveyed to the Grantor by Dr. C. Hoyt Rogers, et. al., by their Deed recorded in the office of the Clerk of Court for Horry County in Deed Book 734 at Page 835

Tax Map No.: **1311309008** **PIN No.:** **35108030087**

TRACT THREE:

ALL AND SINGULAR, all that certain piece, parcel or tract of land containing one (1) acre, lying and being situate in the Cherry Grove Section, Town of North Myrtle Beach, Little River Township, Horry County, South Carolina, said one (1) acre tract being carved from Tract No. Four (4) of the Amanda Nixon Estate as shown on map recorded in Plat Book 12 at Page 42 in the office of the Clerk of Court for Horry County. The said one (1) acre is more particularly shown on that certain map by S. D. Cox, Jr., RLS, dated September 21, 1962, reference to which is made a part hereof.

EXCEPTED FROM THIS CONVEYANCE is 0.21 acre of land previously conveyed to Caroline R. Turner as recorded in Deed Book 586 at Page 786, Horry County records.

This is the identical tract of land conveyed to the Grantor by Channel Properties, Inc. by its Deed recorded in the office of the Clerk of Court for Horry County on November 14, 2014 in Deed Book 3778 at Page 1483.

Tax Map No.: **1311309009** **PIN No.:** **35107040114**

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 TO HOLD all and singular the premises before mentioned unto the said **Hill Street Park Villas, LLC**, its successors and assigns forever.

AND IT DOES HEREBY bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said **Hill Street Park Villas, LLC** its successors and assigns, against itself and its successors and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the hand and seal of its officer this 1st day of **June** in the year of our Lord two thousand twenty-one {2021} and in the two hundred forty-fourth {244th} year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

AFFIDAVIT

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

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is property located in Little River Township of Horry County, South Carolina bearing Tax Map Numbers 1311309008 and 1311309009 respectively were transferred by Sea Shelters, Inc. to Julie Nealy on June ____, 2021.
3. Check one of the following: The deed is
 - (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) exempt from the deed recording fee because (See Information section of Affidavit):

{If exempt, please skip items 4-7, and go to item 8 of this Affidavit}.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this Affidavit):
 - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 765,000.00.
 - (b) The fee is computed on the fair market value of the realty which is \$0-.
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$0-.
5. Check Yes ___ or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is \$ 0-.

6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in Item 4 above here: \$765,000.00
 - (b) Place the amount listed in Item 5 above here: (If no amount is listed, place -0- here) \$ -0-
 - (c) Subtract Line 6(b) from Line 6(a) & place result here: \$765,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above multiplied by \$3.70 per thousand, therefore the deed recording fee is: \$2,830.50.

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

9. I understand that a person required to furnish this Affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than One Thousand (\$1,000) Dollars or imprisoned not more than one (1) year, or both.

SWORN to and subscribed before

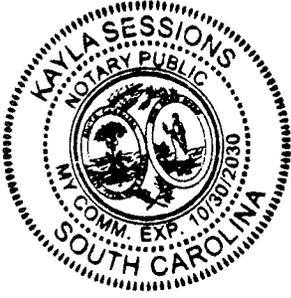
me this 1st day of June, 2021.

Kayla Sessions

Signature of Notary Public
State of South Carolina
Print Name: *Kayla Sessions*
My Commission Expires: *10/30/2030*

Sea Shelters, Inc.

Edward W. Whittington, Jr.
NAME: **Edward W. Whittington, Jr.**
TITLE: It's President



**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

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

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Deed

DATE OF INSTRUMENT: .

DOCUMENT SHALL BE RETURNED TO:

NAME: Bellamy Law Firm

ADDRESS:

1000 29th Avenue North

Myrtle Beach, SC 29577

TELEPHONE: (843) 448-2400

FAX: (843) 448-2400

E-MAIL ADDRESS: bvaughn@bellamylaw.com

Related Document

(s):

PURCHASE PRICE / MORTGAGE AMOUNT: \$ 765000.00

BRIEF PROPERTY DESCRIPTION: 5 acres Amanda Nixon Estate Lands

TAX MAP NUMBER (TMS #), / PIN NUMBER: ,

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

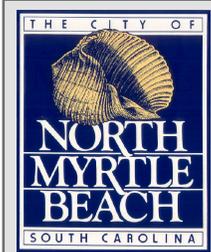
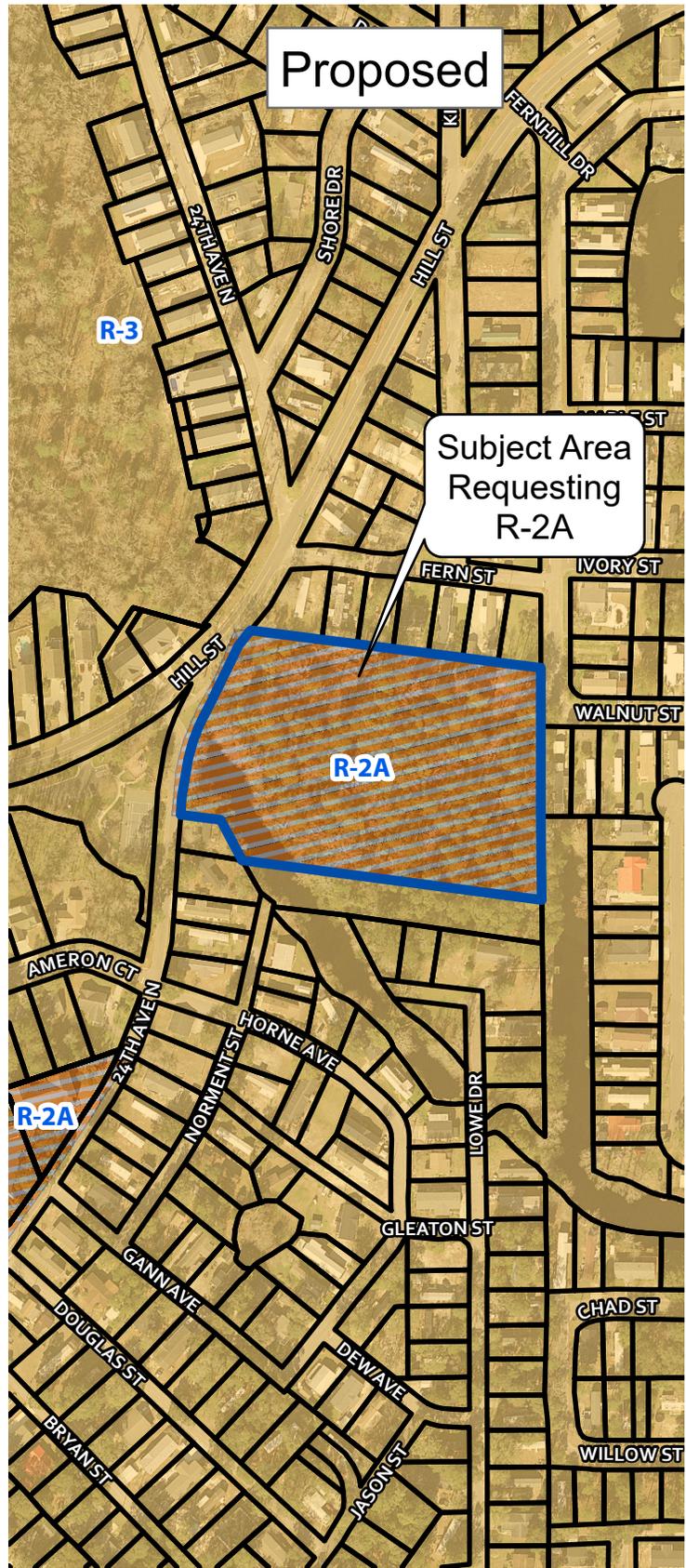
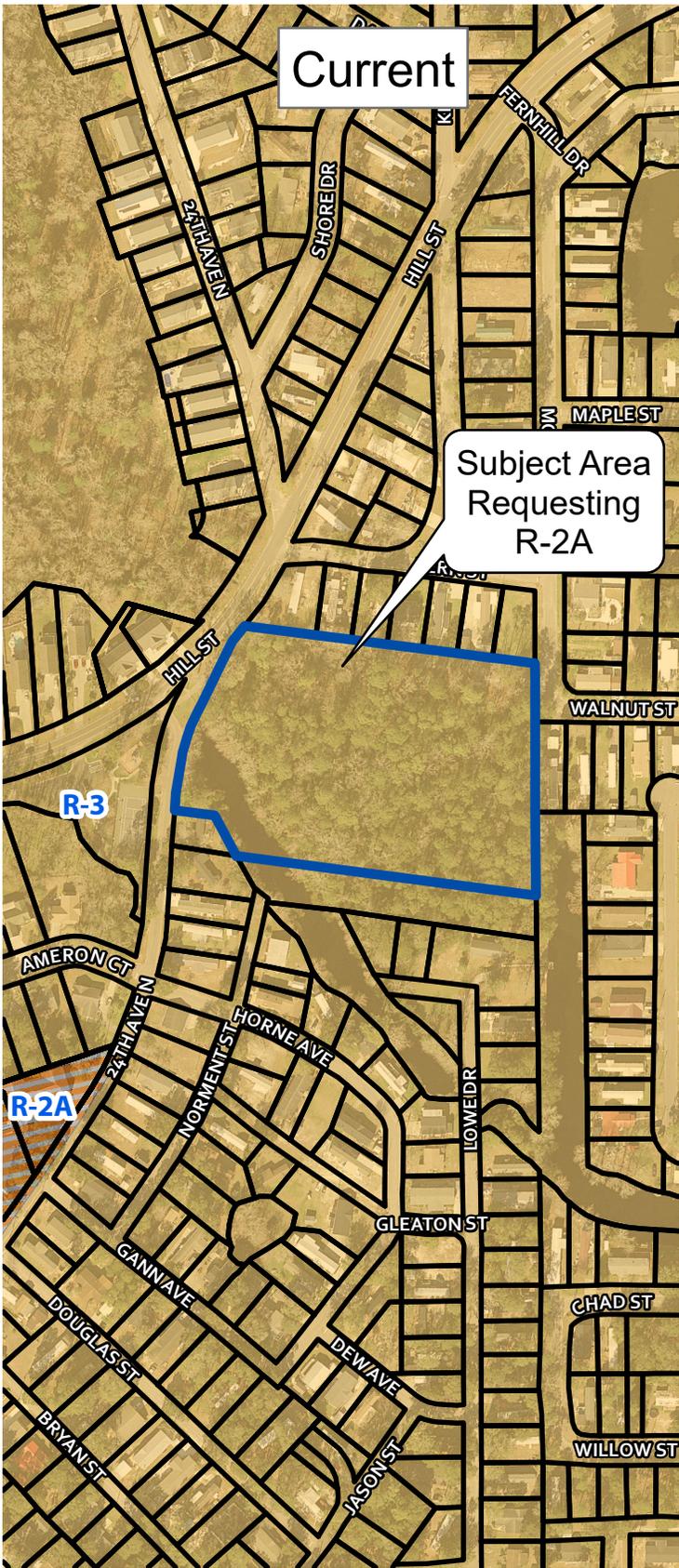
FULL BUSINESS NAME

1. SEA SHELTERS INC

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME

1. HILL STREET PARK VILLAS LLC



Legend

- Subject Area
- Zoning**
- R-2A
- R-3

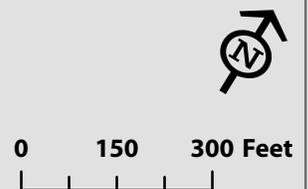
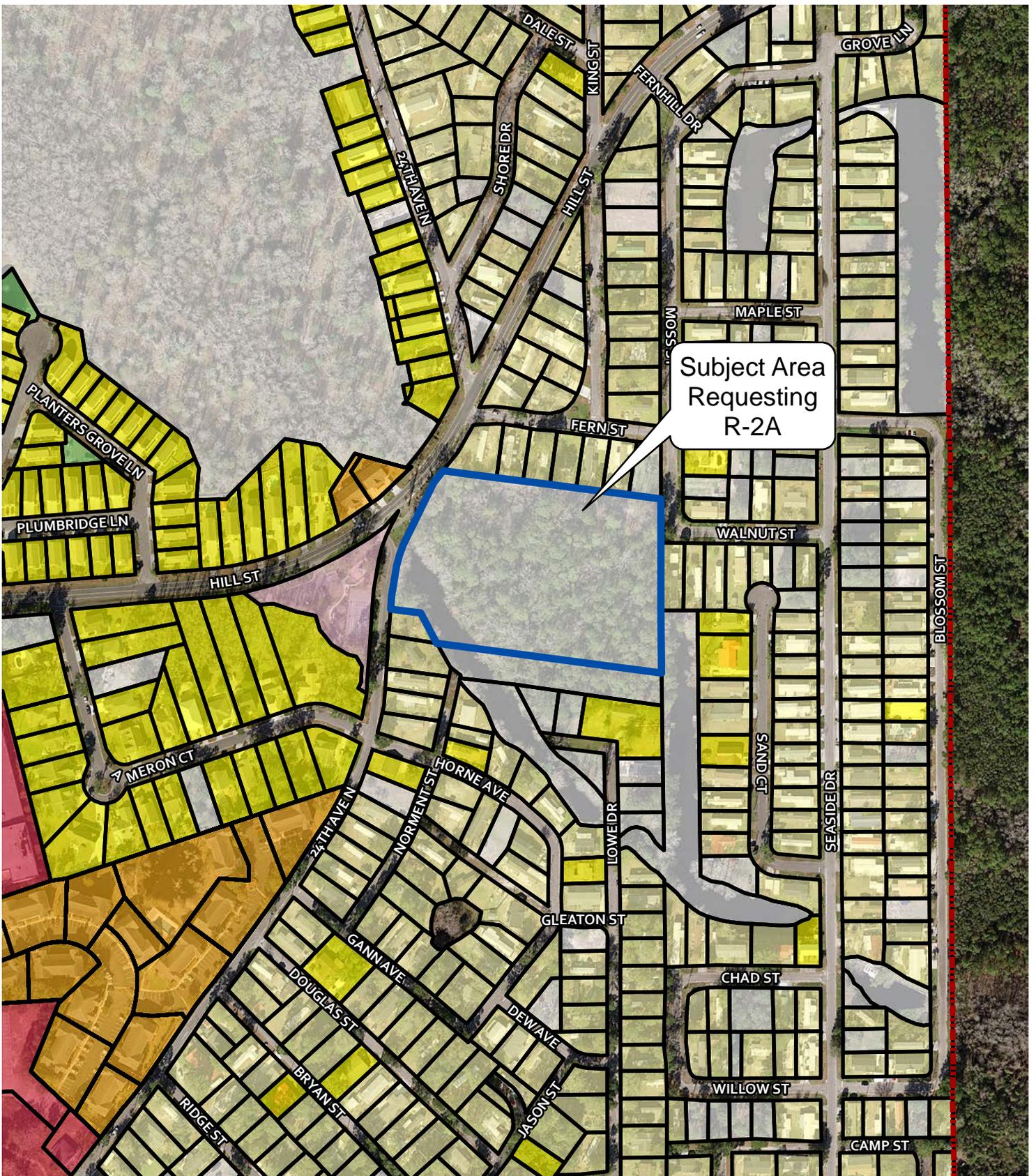
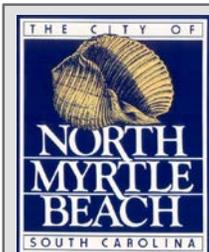


Exhibit A: Zoning Map (Z-21-10)



Subject Area
Requesting
R-2A



Path: M:\2021\2021-24, Z-21-10\2021-24, Z-21-10 ELU.mxd

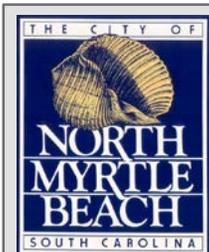
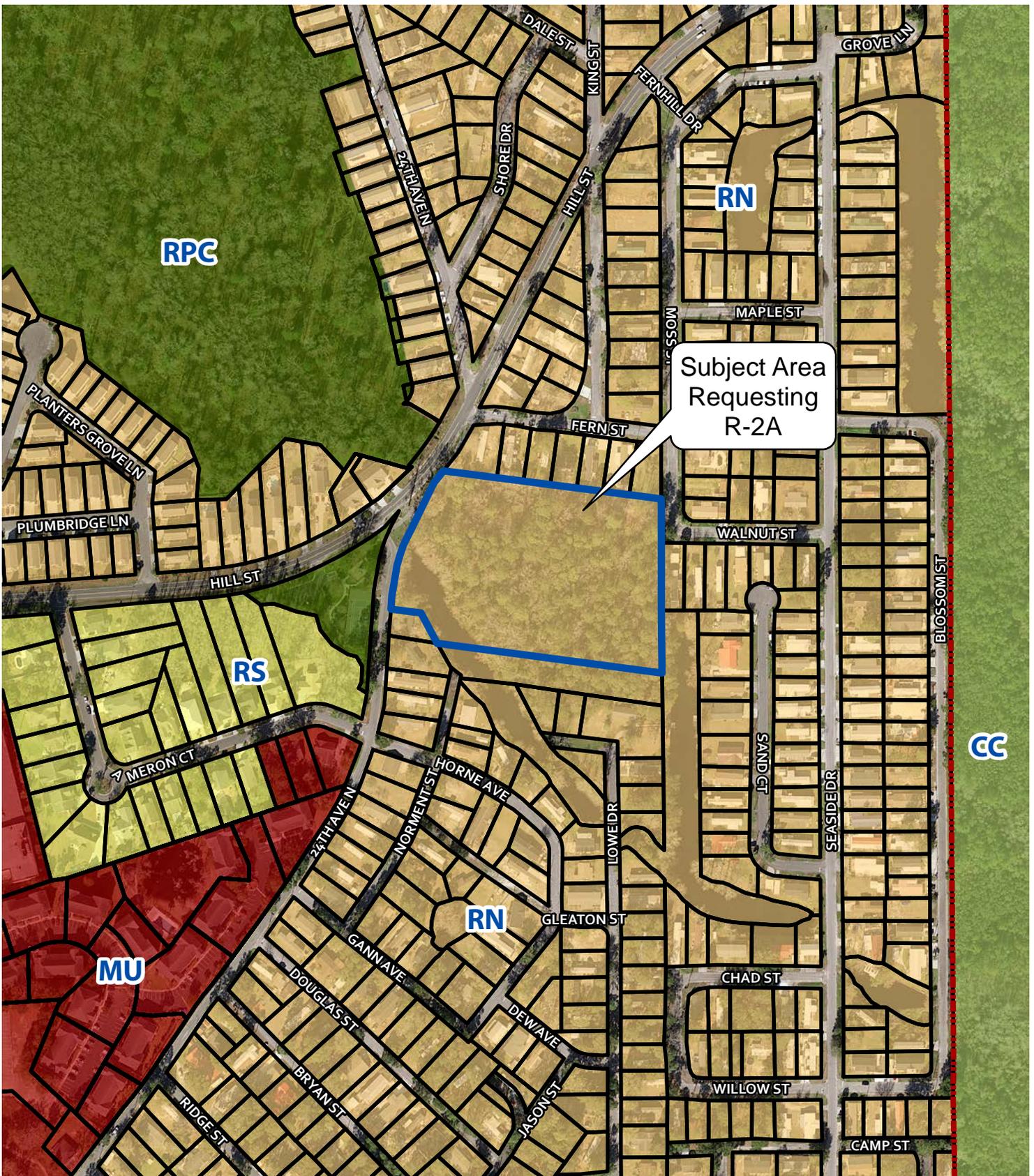
Legend

- | | | |
|---|--|---|
|  Subject Area |  Duplex |  Public, Social, Cultural |
|  Commercial |  Mobile Home |  Single-Family |
|  Common Open Space |  Multi-Family |  Vacant |



Existing Land Use Map (Z-21-10)

Date: 6/16/2021
Author: Dawn E. Snider



Legend

Subject Area	CC - Conservation Community	MU - Mixed Use
Recommended Future Land Use Categories	RPC - Resource, Protection, Conservation	RS - Residential Suburban
		RN - Residential Neighborhood

Future Land Use Map (Z-21-10)

7B. ANNEXATION & ZONING DESIGNATION Z-21-11: City staff received a petition to annex lands on Old Crane Road totaling approximately 0.75 acres and identified by PIN 350-06-01-0137. The lot is currently unincorporated and zoned Commercial Forest Agriculture (CFA) 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 Commercial Forest Agriculture (CFA) under Horry County jurisdiction. Located on Old Crane Road, the parcel is vacant and undeveloped. Surrounding parcels within City limits are zoned within the Bahama Island Planned Development District (PDD); adjacent unincorporated county parcels are zoned CFA and General Residential (GR).

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:

Old Crane Rd is a Horry County maintained road; new driveways will require Horry County encroachment permit review and approval. Other public services exist with adequate service capacity.

- 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:

Public water and sewer appear to be available based on GIS data regarding the GSWSA service area. GSWSA to confirm and provide letter of availability prior to development.

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 July 19, 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.

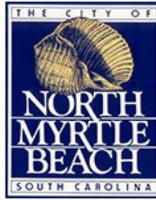
Planning Commission Action:

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-21-11] as submitted.
OR
- 2) I move that the Planning Commission recommend denial of the annexation and zoning petition [Z-21-11] as submitted.
OR
- 3) I move (an alternate motion).

FILE NUMBER:	Z-21-11
Complete Submittal Date:	May 24, 2021



Notice Published:	June 3, 2021
Planning Commission:	June 22, 2021
First Reading:	July 19, 2021
Second Reading:	August 16, 2021

City of North Myrtle Beach, SC

Petition for Annexation & Zoning

GENERAL INFORMATION	
Date of Request: May 24, 2021	Property PIN(S): 35006010137
Property Owner(s): Kenneth Lee Culler	Type of Zoning Map Amendment: Petition for Annexation and Zoning
Address or Location: Turn off sand ridge rd. To old crane rd, take left on to dirt road vacant (cleared) lot will be on your left after curve	Project Contact: Kenneth Culler
Contact Phone Number: 910-331-0736	Contact Email Address: Cullerken@yahoo.com
Current County Zoning: Horry	Proposed Zoning: R-1
Total Area of Property: .75 Acres	Approximate Population of Area to be Annexed: 6

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 Culler

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.

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY) AFFIDAVIT

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

- 1. I have read the information on this affidavit and I understand such information.
- 2. The property being transferred is located at TBD Old Crane Road Little River, SC 29566, bearing Horry County Tax Map Number 130-00-08-120 and Parcel ID Number 350-06-01-0137, and was transferred by Meredith A. Walters Beck n/k/a Meredith Walters Beck Edge, Personal Representative of The Estate of Charles F. Edge to Kenneth Lee Culler on April 21, 2021.

- 3. Check one of the Following: The Deed is
 - (a) XX Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ Exempt from the deed recording fee because (See Information section of this affidavit);

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

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

- 4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) XX The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$45,000.00.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

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

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here:	<u>\$45,000.00</u>
(b) Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	<u>\$ 0.00</u>
(c) Subtract line 6(b) from line 6(a) and place result here:	<u>\$45,000.00</u>

7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is: \$166.50

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

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

SWORN to before me this 21st day of April, 2021
Jessica Morgan
Notary Public for South Carolina
My Commission Expires: 9/29/2026
Jessica Morgan

[Signature]
Responsible Person Connected with the Transaction
Robin M. Ciaccio, P.A.
Print or type the above name here

**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

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

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Deed

DATE OF INSTRUMENT: .

DOCUMENT SHALL BE RETURNED TO:

NAME: Stanley Law Firm

ADDRESS:

3303 Highway 9 E

Little River, SC 29566-6831

TELEPHONE: (843) 390-9111

FAX: (843) 390-9111

E-MAIL ADDRESS: dhamilton@stanleylawfirm.com

Related Document

(s):

PURCHASE PRICE / MORTGAGE AMOUNT: \$ 45000.00

BRIEF PROPERTY DESCRIPTION: Lot 2 containing .68 acres +/-

TAX MAP NUMBER (TMS #), / PIN NUMBER: ,

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

FULL BUSINESS NAME

1. **THE ESTATE OF CHARLES F. EDGE**

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

LAST NAME

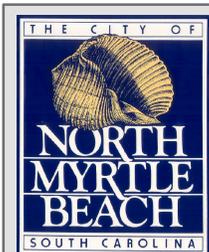
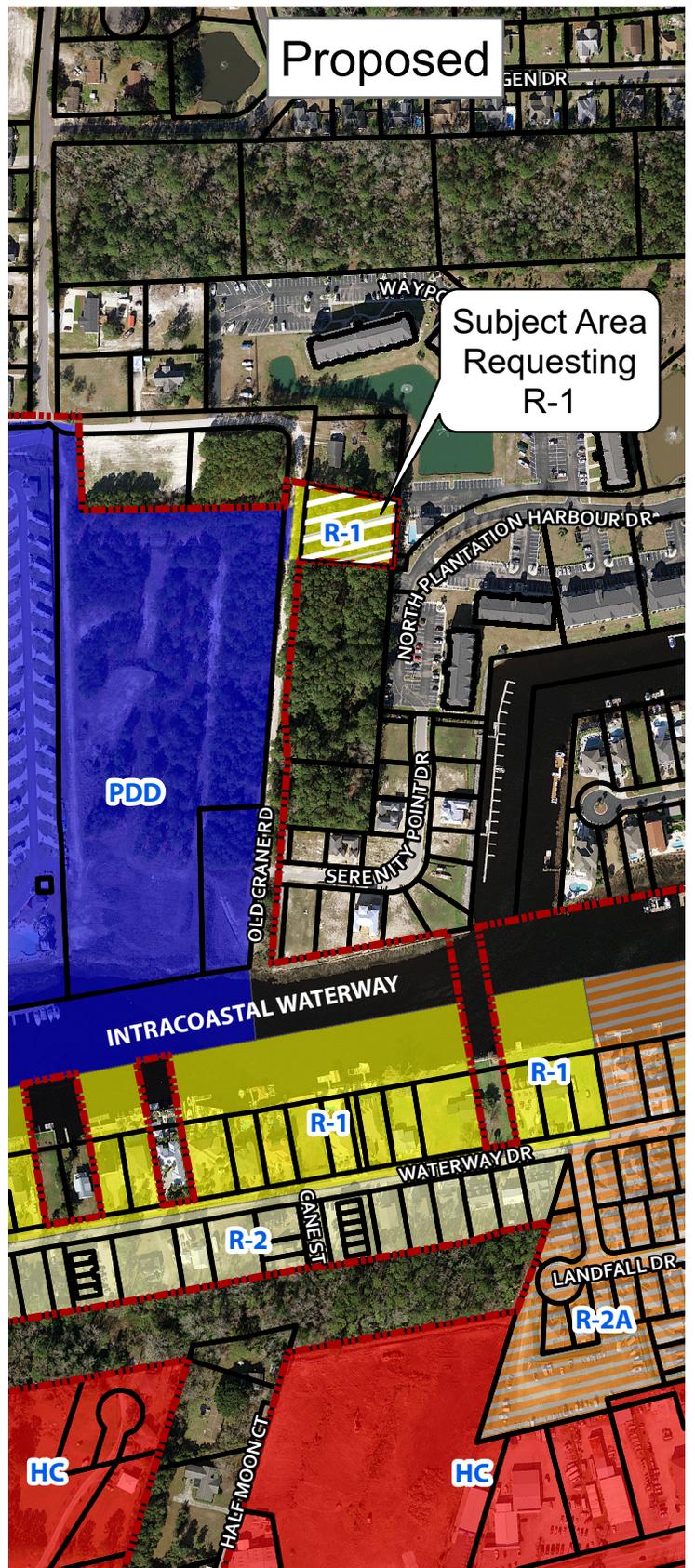
FIRST NAME

MIDDLE NAME

1. **CULLER**

KENNETH

LEE



Legend

- Subject Area
- North Myrtle City Limits
- Zoning**
- HC
- PDD
- R-1
- R-2
- R-2A

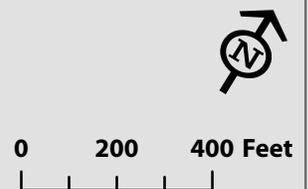
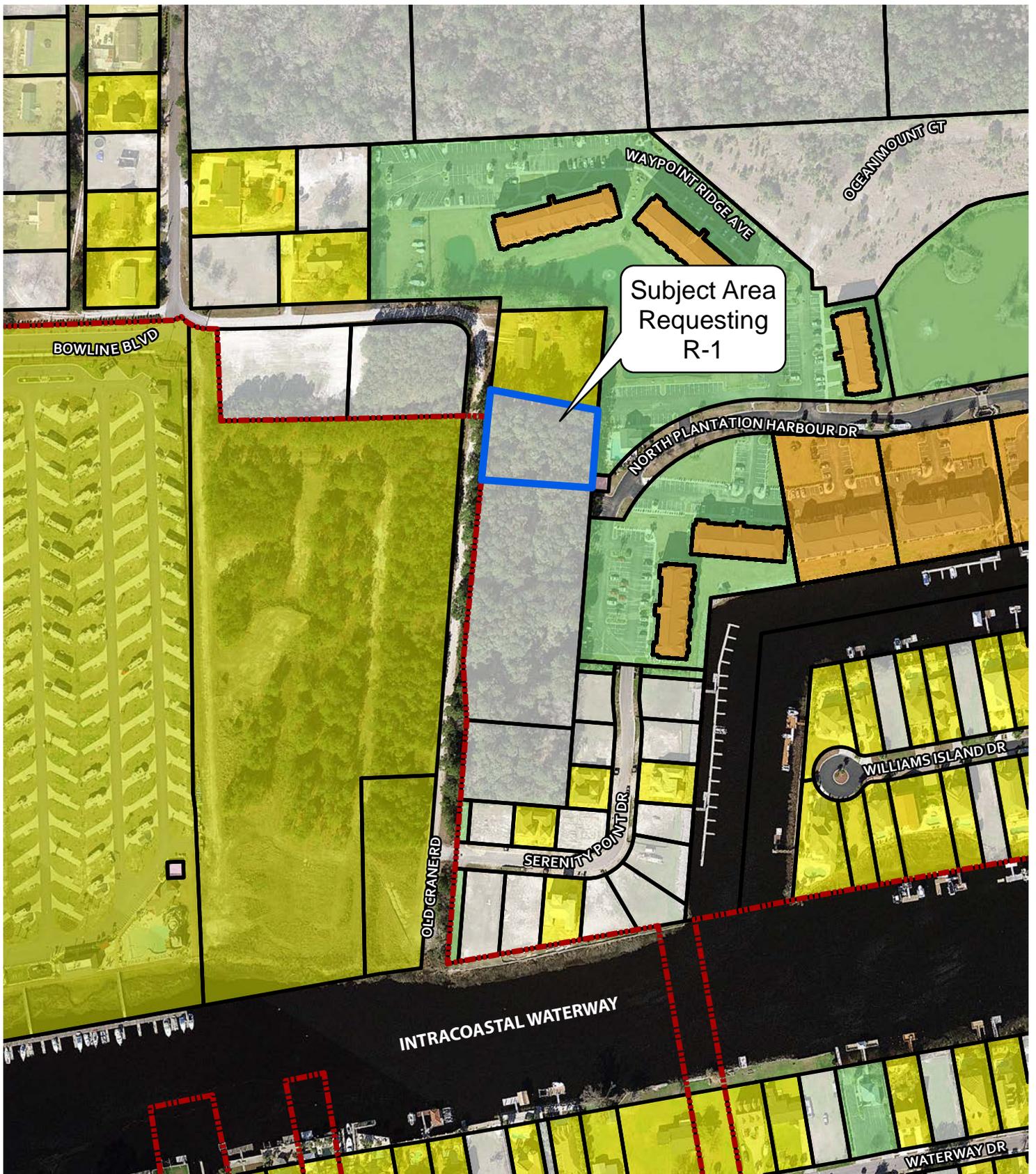
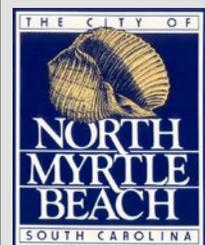


Exhibit A: Zoning Map (Z-21-11)



Subject Area
Requesting
R-1

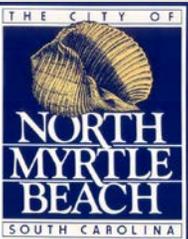


Legend

-  Subject Area
-  North Myrtle City Limits
-  2020 Existing Land Use: Common Open Space
-  Mobile Home
-  Multi-Family
-  Public, Social, Cultural
-  Single-Family
-  Vacant
-  RV / Campground



Existing Land Use Map (Z-21-11)



Path: M:\2021\2021-26 Z-21-11\2021-26 Z-21-11 flu.mxd

Legend

- Subject_Area
- North Myrtle City Limits
- RS - Residential Suburban
- RN - Residential Neighborhood
- MU - Mixed Use



Future Land Use Map (Z-21-11)

Date: 6/15/2021
Author: Dawn E. Snider

7C. REZONING REQUEST Z-21-12: The Planning & Development Department initiated a rezoning of multiple lots containing approximately 9.28 acres located near 17th Avenue South from Resort Residential (R-4) to Resort Commercial (RC). The affected addresses include the following:

- South Ocean Boulevard: 1525, 1600-1602, 1604-1612, 1616, 1625, 1709-1712, 1714, 1716-1718, 1801
- Perrin Drive: 1603, 1613, 1707

Background:

The *2018 Comprehensive Plan* for the City identifies 17th Avenue South as a key corridor important for establishing quality development. City Council was made aware of the desire to revitalize the area surrounding 17th Avenue South and directed staff to study the issue and identify a strategy. The limitations of the R-4 zoning district were identified as a minor regulatory hurdle for growth. RC zoning would encourage investment in the area and help reinvigorate the historic core of Crescent Beach. A joint workshop was held between Planning Commission and City Council on May 5, 2021, to discuss the proposed rezoning, and following the discussion, staff initiated the rezoning process for this area.

Existing Conditions and Surrounding Land Uses:

The subject property extends from just south of 18th Avenue South to just north of 16th Avenue South between Perrin Drive and the Atlantic Ocean. A variety of uses are included in the rezoning: Single-family dwelling, multi-family tower, hotel, convenience store and vacant/undeveloped parcels. Surrounding parcels are zoned R-4, RC, and Mid-Rise Multifamily Residential (R-2A).

Comparison of Existing and Proposed Zoning:

The purpose of the R-4 district is to provide for the orderly development of certain areas within the community where both year-round and seasonal or resort housing may be developed and where, because of proximity to the ocean, such "mixed development" would promote year-round use of public facilities, and permit housing choices in response to market demands, but not at the expense of ocean visibility and access by the community. The purpose of the RC district is to define certain areas of the community where commercial uses may be established, and tourist and visitor attraction enhanced. To strengthen the drawing power of this district, it should remain relatively small and tightly developed for maximizing cumulative attraction, and minimizing the adversities of such uses on nearby residential developments.

Permitted uses within both districts include dwellings (including single-family detached, semidetached, duplex, multiplex, townhouse developments, and multi-family); motels, hotels, resort accommodations, lodges and inns; accessory uses customarily incidental to dwellings; accessory uses customarily incidental to hotels, motels, resort accommodations, inns and lodges; parking lots; and signs permitted by and in accord with all applicable provisions of article III. The RC district also allows for more commercial uses including personal service establishments such as barber and beauty shops, laundromats, laundry pick-up, tailor, dressmaker, shoe shops, photo studios, libraries, child care centers, restaurants, and similar personal service establishments, but not massage parlors; commercial recreation establishments, including theaters, pool and video game rooms, bowling alleys and skating rinks, miniature golf, water slides and arcades, but not amusement parks with rides; rental of sport and recreation equipment, but not rental of motorized equipment and vehicles; primary and convenience retail shops, but not adult bookstores; professional offices, such as real estate, business, financial, medical and governmental offices; mixed-use buildings; and parking structures. One primary difference between the two zoning districts is the allowance in RC for oceanfront properties to offset up to 80% of required parking to the second row, whereas R-4 only allows a 25% offset. The following tables detail the development standards for both districts:

R-4 District

	Hotels, Motels, Inns, Lodges, Resort Accommodation ⁷	Nonresidential Uses	Single-Family Detached	Semi-Detached	Duplex	Multiplex Boarding house	Townhouse	Multi-Family ⁷	Restaurant	
Minimum Site Area (SF)	15,000	NA	5,000	7,000	7,000	10,000	16,000	15,000	10,000	
Minimum Lot Area* (SF)	NA	NA	5,000	3,500	3,500	2,000	2,000	NA	NA	
Minimum Lot Width	100 feet	NA	50 feet	35 feet	55 feet	75 feet	14 feet ⁸	100 feet	70 feet	
Minimum Yards:	Front	15 feet	15 feet	15 feet	15 feet	15 feet	15 feet	15 feet	15 feet	10 feet
	Side	³	5 feet	5 feet	5 feet	5 feet	7.5 feet	²	³	10 feet
	Rear	15 feet	15 feet	15 feet	15 feet	15 feet	15 feet	⁴	15 feet	15 feet
Maximum Impervious Surface Ratio	90%	60%	60%	60%	60%	60%	60%	80%	90%	
Common Open Space	10%	NA	NA	NA	NA	15%	25%	20%	NA	
Maximum Height of Buildings	90 feet ⁵	90 feet	90 feet	90 feet	90 feet	90 feet	90 feet	90 feet ⁵	35 feet	
Maximum Height of Signs	30 feet					10 feet	10 feet	10 feet	8 feet	
Minimum Distance Between Buildings	Where more than one (1) principal building is located on a lot, minimum distance between buildings shall be twenty (20) feet with one (1) additional foot for each six (6) feet in height over thirty-five (35) feet, using the highest building.									

*Per dwelling unit

Notes:

¹ A five-foot setback shall be applied to the ends of the structure and the exterior property lines, and zero (0) setback shall be allowed for the common interior property line.

² Zero (0) between units; ten (10) feet between end structures and side property line; no more than six (6) units shall be attached in one (1) building.

³ Ten (10) feet for first thirty-five (35) feet in height and fifteen (15) feet for buildings in excess of thirty-five (35) feet in height.

⁴ Rear yard shall be ten (10) feet except where contiguous to the project site property line, then a twenty-foot setback shall be required, and shall remain unoccupied by any accessory building or structure.

⁵ Hotel/motel, resort accommodation and multifamily uses may exceed the ninety-foot height limitation by one (1) floor of units for each full level of above grade parking deck construction below the principal building not to exceed four (4) additional floors of units.

[⁶ Reserved.]

⁷ The use may be constructed in the airspace above a noncontiguous parking lot of the same use subject to the requirements of section 23-41 and an agreement between the owners sharing the off-site lot and the city; and/or an easement protecting access and required off-site parking; and deed restriction of off-site spaces; and compensation for any lost required interior landscaping.

⁸ Minimum lot width and/or unit width.

RC District

		Hotels, Motels, Resort Accommodations, Lodges, Inns ⁵	Single-Family Detached	Multifamily Dwellings ⁵	Mixed-Use ⁶	All Other Uses
Minimum Lot Area (SF)		15,000	5,000	15,000	NA	NA
Minimum Lot Width		100	35	100	NA	NA
Minimum Yards:	Front	15 ³	15	15	25	15 ¹
	Side	10 ³	5	Note ²	20 ⁵	10 ¹
	Rear	15 ³	15	15	30	10
Maximum Impervious Surface Ratio		90%	50%	80%	70%	95%
Common Open Space		10%	NA	20%	NA	NA
Maximum Height of Structures		165	35	165	45	50
Maximum Height of Signs		30	NA	10	NA	30
Distance Between Structures		20	NA	20	NA	10

Notes:

¹ Zero lot line overlay zone per [sub]section 23-31(2).

² Ten (10) feet for the first thirty-five (35) feet in height and fifteen (15) feet for buildings in excess of thirty-five (35) feet in height.

³ Off-site parking decks for hotels/motels shall have a six-foot front yard, zero (0) side yard and zero (0) rear yard setback.

[⁴ Reserved.]

⁵ The use may be constructed in the airspace above a noncontiguous parking lot of the same use subject to the requirements of section 23-41 and an agreement between the owners sharing the off-site lot and the city; and/or an easement protecting access and required off-site parking; and deed restriction of off-site spaces; and compensation for any lost required interior landscaping.

⁶ No parking, parking lots or parking garages are permitted in front of the front building line of the building.

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, Residential Urban, and Mixed-Use as the land use classes for the subject area. The principal permitted uses for Residential Suburban 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 for Residential Suburban is R-1; R-

IA and R-1B are the secondary zoning district alternatives. The principal permitted uses for Residential Urban noted in the compliance index includes mid- and high-rise construction above six stories; existing high-rise hotel and resort development with above-grade structured parking likely serving these high-density uses. The recommended primary zoning districts for Residential Urban are RC and R-4; R-4I is the secondary zoning district alternative. The principal permitted uses for Mixed Use noted in the compliance index include larger scale mixed-use development at gateways in the community that are well positioned for intense mixed-use development and walkable areas where users can park once and access live, work, and play services in proximity. The recommended primary zoning districts for Mixed-Use are HC and RC; NC is the secondary zoning district alternative.

The proposed zoning designation, RC, is a recommended zoning district within the Compliance Index for the subject property for most of the proposed rezoning. The proposed zoning designation is not a recommended zoning district only for the 1600-1612 South Ocean Boulevard and 1603-1613 Perrin Drive addresses.

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).

Chapter 5, “The Way We Grow,” of the 2018 Comprehensive Plan identifies the Residential Urban future land use classification as follows: This classification allows for high-rise construction in certain areas of the community. This category generally includes mid-and high-rise construction above 6 stories with minimal side and rear yard setbacks. Above-grade structured parking is likely to serve these high density uses. This category generally encompasses high-rise hotel and resort development already in place. Oceanfront PDDs offer the opportunity to improve design so that the mass of the building (how much space it takes up on the property) and the form create a friendly streetscape for pedestrians. The benefits of planned developments include mitigation of traffic and other negative neighborhood impacts that would not be addressed through by-right zoning. This category allows 11-75 du/acre.

Chapter 5, “The Way We Grow,” of the 2018 Comprehensive Plan identifies the Mixed-Use future land use classification as follows: This classification is intended for larger scale mixed-use development at key transportation nodes and gateways in the community. The intersection of Main Street and US Highway 17 is an example of such a node. Areas of this sort are well positioned for intense mixed-use development, especially given their access to major transportation corridors. This category supports the creation of walkable areas where users can park once and access live, work, and play services in close proximity.

The proposed RC zoning is inconsistent with the Residential Suburban land use classification, but it is consistent with the Residential Urban and Mixed-Use land use classifications found in the 2018 Comprehensive Plan. Additionally, the proposed RC zoning supports the 17th Avenue South focus area and reinvigoration of the historic core of Crescent Beach.

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

The purpose of the RC zoning district is, “To define certain areas of the community where commercial uses may be established, and tourist and visitor attraction enhanced. To strengthen the drawing power of this district, it should remain relatively small and tightly developed for maximizing cumulative attraction, and minimizing the adversities of such uses on nearby residential developments.”

The uses permitted in the RC 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 services adequately serve the area.

- 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 and sewer services are available to the area.

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 rezoning request is presented to the Planning Commission for a recommendation that will be forwarded to City Council at their next meeting scheduled for July 19, 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 rezoning request.

Planning and Development, Zoning Division

The Zoning Administrator has no issue with the proposed rezoning request.

Public Works

The City Engineer has no issue with the proposed rezoning request.

Public Safety

The Fire Marshall has no issue with the proposed rezoning request.

Legal

The City Attorney has no issue with the proposed rezoning request.

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

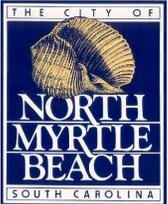
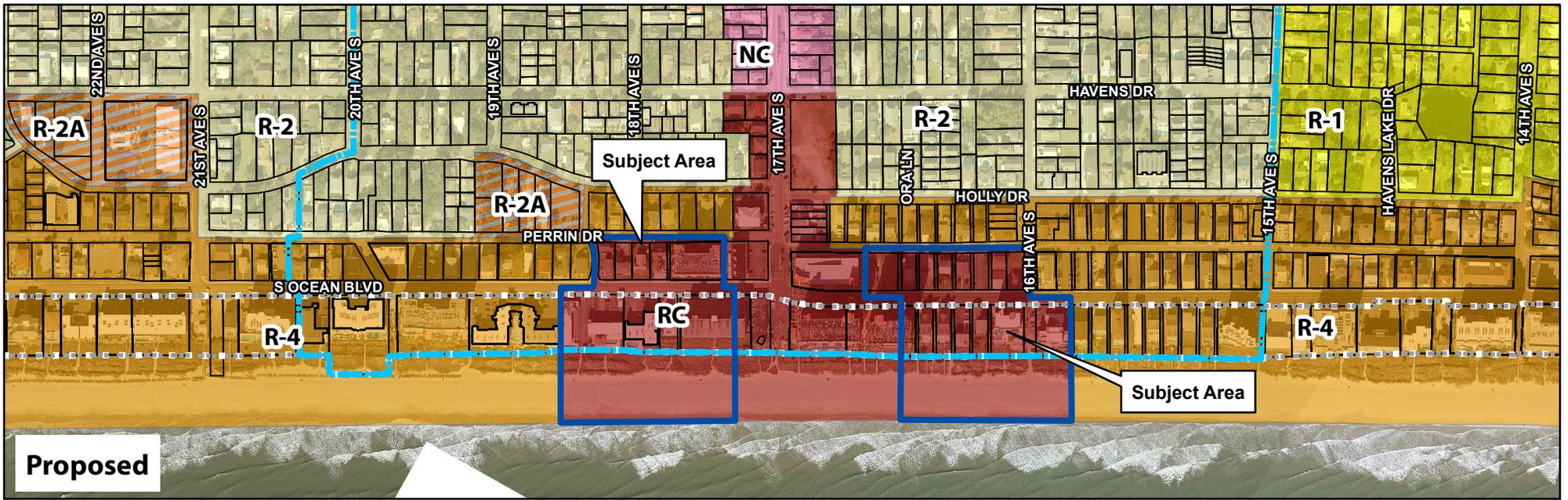
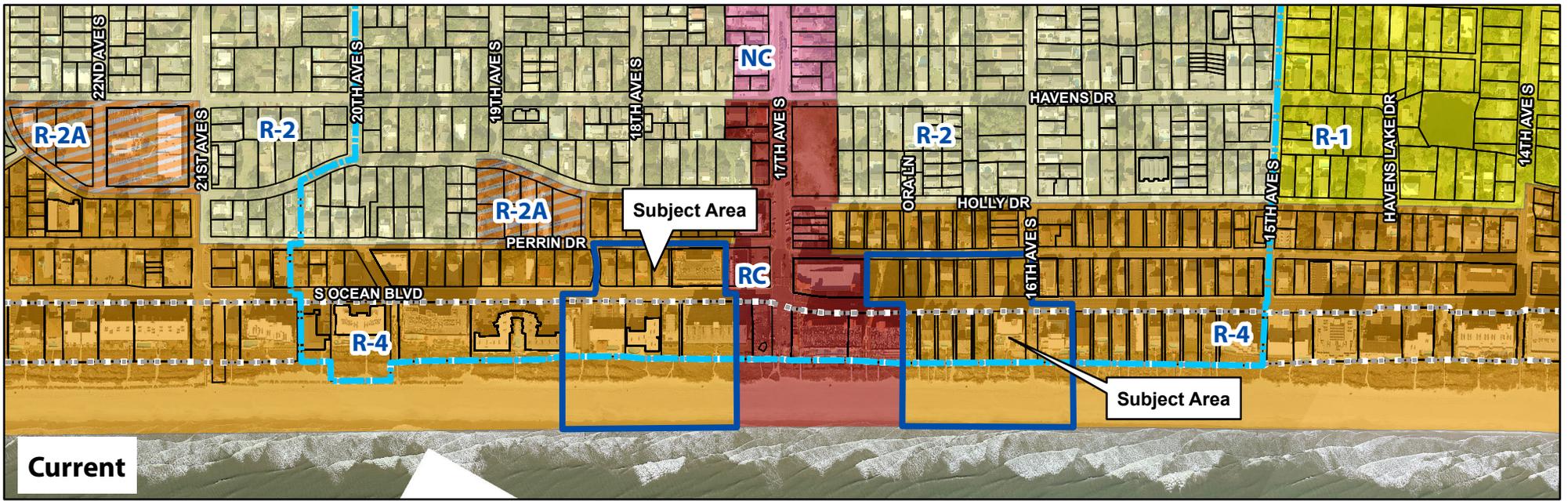
- 1) I move that the Planning Commission recommend approval of the rezoning request [Z-21-12] as submitted.

OR

- 2) I move that the Planning Commission recommend denial of the rezoning request [Z-21-12] as submitted.

OR

- 3) I move (an alternate motion).



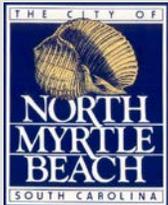
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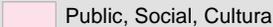
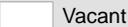
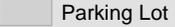
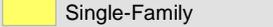
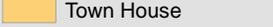
- | | | | | |
|---------------------------------|--|-------------------------|-----|------|
| Subject Area | Coastal Protection Overlay Zone (CPO) | Zoning Districts | R-1 | R-2A |
| Overlay Zoning Districts | Priority Investment Activity Center Overlay Zone (PIACO) | NC | R-2 | R-4 |
| Oceanfront Overlay Zone (OFO) | | RC | | |



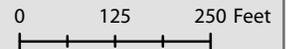
Exhibit A: Zoning Map (Z-21-12)

Author: Dawn E. Snider
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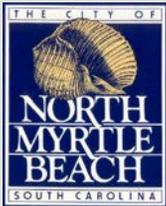
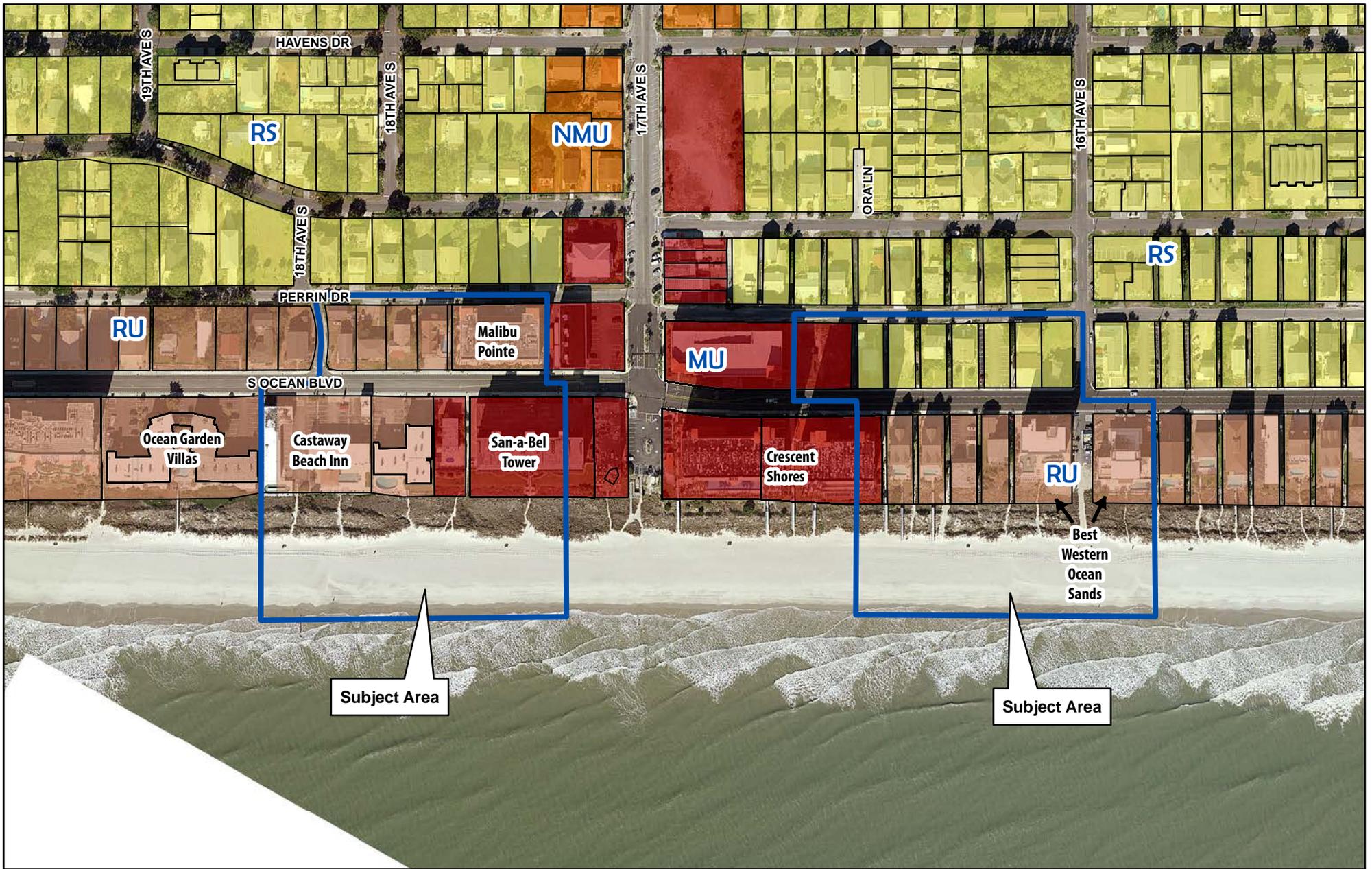


Legend									
	Subject Area		Common Open Space		Multi-Family		Public, Social, Cultural		Vacant
	Commercial		Duplex		Parking Lot		Single-Family		
	Hotel / Motel		Private Parking Lot		Town House				

Existing Land Use Map (Z-21-12)



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Legend

 Subject Area

Recommended Future Land Use Categories

 MU - Mixed Use

 NMU - Neighborhood Mixed Use

 RS - Residential Suburban

 RU - Residential Urban



0 125 250 Feet

Future Land Use Map (Z-21-12)