



PLANNING COMMISSION MEETING AGENDA

Tuesday, August 17, 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: August 3
5. OLD BUSINESS
 - A. **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.
 - B. **PLANNED DEVELOPMENT DISTRICT AMENDMENT Z-21-15:** City staff has received an application for a major amendment to the Barefoot Resort Planned Development District (PDD) revising the master plan and associate documents to reflect a townhome development on the former hotel site.
 - C. **FIRST PUBLIC HEARING REGARDING THE DEVELOPMENT AGREEMENT ASSOCIATED WITH THE MAJOR PLANNED DEVELOPMENT DISTRICT (PDD) AMENDMENT CASE Z-21-15 AND REVISIONS TO THE BAREFOOT RESORT 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 Barefoot Resort PDD. The proposal revises the former hotel site to a townhome development and is located on Barefoot Resort Bridge Road.
6. NEW BUSINESS – “Consent Items”
 - A. **FINAL SUBDIVISION PLAT SUB-21-10:** A major final plat of subdivision dedicating the roundabout at the intersection of Henry Road and Water Tower Road in the Parkway Group Planned Development District (PDD).
7. NEW BUSINESS
 - A. **ANNEXATION & ZONING DESIGNATION Z-21-18:** City staff received a petition to annex lands on Cenith Drive totaling approximately 0.58 acres and identified by PIN 357-07-01-0008. The lot is currently unincorporated and zoned

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.

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.

- B. **ANNEXATION & ZONING DESIGNATION Z-21-19:** City staff received a petition to annex lands on Cenith Drive totaling approximately 0.36 acres and identified by PIN 357-02-04-0054. The lot is currently unincorporated and zoned Single-Family Residential (SF 14.5) 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. **FIRST PUBLIC HEARING REGARDING THE DEVELOPMENT AGREEMENT ASSOCIATED WITH THE MAJOR PLANNED DEVELOPMENT DISTRICT (PDD) AMENDMENT CASE Z-20-20 AND REVISIONS TO THE BAREFOOT RESORT 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 Barefoot Resort PDD. The proposal reduces the commercial component of the Town Center element of the PDD and expands the Sea Glass Cottages portion of the PDD.
- D. **FIRST PUBLIC HEARING REGARDING THE DEVELOPMENT AGREEMENT ASSOCIATED WITH THE MAJOR PLANNED DEVELOPMENT DISTRICT (PDD) AMENDMENT CASE Z-21-7 AND REVISIONS TO THE BAREFOOT RESORT 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 Barefoot Resort PDD. The proposal revises the Barefoot Resort Villas Townhomes section of the Dye Estates through changes to the master plan, building footprint, and building elevations.

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.
- 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, August 3, 2021
5:00 PM

MINUTES

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

City Staff:
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 August 3, 2021 meeting, as presented, was made by Commissioner Cutuli and seconded by Commissioner Horton. Chairman Eisner called for the vote. The motion passed 4-0.
5. **OLD BUSINESS:**
 - A. **PLANNED DEVELOPMENT DISTRICT AMENDMENT Z-21-17:** City staff received an application for a major amendment to the Parkway Group Planned Development District (PDD) revising the Waterside portion of the PDD by adding plans and elevations to the approved home pattern book. Mr. Rucker stated there were revised plans and elevations to discuss from the morning workshop. Commissioner Horton and the Board expressed a concern over the time limit to review previously approved plans. This particular PDD was approved in 2009 with an amendment in 2016 and many changes have happened during this timeframe and expressed they would not have approved some of what was in this PDD now. There were new Commissioners and City Council members since this was approved. Chris Noury, City Attorney, stated there was legislation on the vested rights for a project. Mr. Noury stated he would look into the legislation and the time frames involved. The Commission and staff continued to discuss the plan and vested rights of the developer. Robert Guyton, attorney for the applicant, stated the Development Agreement was finished on December 15, 2019 and was able to move forward. The Commission, staff, and Mr. Guyton held a lengthy discussion on the building elevations for the project, based on the discussions from the morning workshop. Mr. Guyton requested the Commission reevaluate the building elevations for the 39 foot properties and approve some of the plans.

Cheryl Kilday, 1322 Seabrook Plantation Way, North Myrtle Beach, suggested the garage be in tandem in order to save some space. It would be a narrow garage for a narrow lot.

The Commission, staff, and Mr. Guyton continued to discuss the building elevations and possibilities for less of a garage look and staggered designs.

Chairman Eisner called for a motion. Commissioner Horton motioned to approve the plan book that was submitted that afternoon with the exception of plan numbers 1, 4, 12, and 14 of the 39 foot

lot elevations. The language of the footnotes would be "shall" and not "should" in the cases of 2, 3, 4, and 5. The motion was seconded by Commissioner Edwards. The motion passed 4-0.

Mr. Noury stated the municipality passed an ordinance stating the vested rights would be 2 years. However, this particular project was tied to a Development Agreement (DA) and the original DA was entered into either 2009 or 2011. The term of the original DA was a period of 20 years. It also stated in a specific clause that the landowner had the vested right to develop, as approved, within that 20 year timeframe.

6. **NEW BUSINESS: "Consent Items"** None

7. **NEW BUSINESS:**

A. PLANNED DEVELOPMENT DISTRICT AMENDMENT Z-21-15: City Staff received an application for a major amendment to the Barefoot Resort Planned Development District (PDD) revising the master plan and associate documents to reflect a townhome development on the former hotel site. (Request to postpone by applicant). Chairman Eisner called for a motion. Commissioner Horton motioned to postpone the Planned Development District Amendment Z-21-15 to the August 17, 2021 meeting and was seconded by Commissioner Edwards. The motion to postpone passed 4-0.

B. FIRST PUBLIC HEARING REGARDING THE DEVELOPMENT AGREEMENT ASSOCIATED WITH THE MAJOR PLANNED DEVELOPMENT DISTRICT (PDD) AMENDMENT CASE Z-21-15 AND REVISIONS TO THE BAREFOOT RESORT 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 Barefoot Resort PDD. The proposal revises the former hotel site to a townhome development and is located on Barefoot Resort Bridge Road. (Request to postpone by applicant.) Chairman Eisner called for a motion. Commissioner Cutuli motioned to postpone the First Public Hearing regarding the Development Agreement associated with the major Planned Development District Amendment case Z-21-15 to the August 17, 2021 meeting and was seconded by Commissioner Horton. The motion to postpone passed 4-0.

8. **ADJOURNMENT:**

Chairman Eisner adjourn the meeting at 6:12 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-21-7: 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. At the June 22 meeting, the applicant requested to postpone the item to revise the proposal per comments at the meeting. The applicant then submitted a revised proposal and amendment to the Barefoot Resort Development Agreement for consideration at this meeting.

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 September 20, 2021.

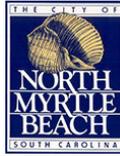
Planning Commission Action

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 08/10/21



DDC Engineers
BOLTON & MENK, INC.





DDC Engineers
BOLTON & MENK, INC.

1298 Professional Drive
Myrtle Beach, SC 29577
Office: 843.692.3200
Fax: 843.692.3210
www.ddcinc.com



August 10, 2021

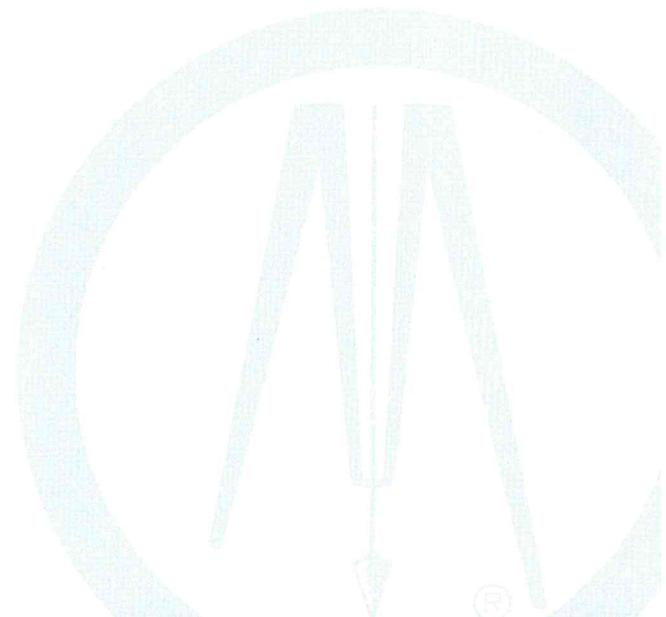
Re: Dye Estates
DDC P/N 21043L

Ms. Pritchard:

Please find the updated text and graphics which include all of our updates based upon staff comments. If you may have any questions, please contact me at your convenience.

Sincerely,
DDC ENGINEERS

Brent J. Schulz
Principal Planner





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

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Title

Signature

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BAREFOOT RESORT & GOLF PLANNED DEVELOPMENT DISTRICT

DYE ESTATES MF-4

PDD AMENDMENT

DEVELOPMENT REGULATIONS

August 9, 2021

INTRODUCTION

The Dye Estates MF-4 (the “***Project***”) is envisioned as a residential enclave adjacent to the driving range and practice facilities for the Dye Private Golf Course within Barefoot Resort & Golf Planned Development District, within the City of North Myrtle Beach, South Carolina (the “***City***”). This portion of the district is intended to include not more than Forty Seven (47) attached fee simple townhomes in total, Ten (10) of which currently exist, and an additional Thirty Seven (37) of which are to be improved on One (1) separate parcel, identified as Horry County TMS/PIN No.: 143-00-01-075/358-09-04-0001, totaling approximately 5.1 acres, the boundary survey of which is included in an Exhibit Supplement submitted with this amendment, the parcel fronts on Club Course Drive, a Public Right-of-Way, but is accessible by way of Pete Dye Drive, a private Right-of-Way. The parcel is bounded by Club Course Drive and jurisdictional wetlands lying between the Project and Pete Dye Drive.

PROJECT DEVELOPER

This parcel, being a small portion of the Barefoot Resort & Golf Planned Development District (“***PDD***”), is currently owned by MMG Holdings LLC, a South Carolina limited liability company (“***MMG***”), the proposed developer is NVR, Inc., a Virginia corporation (“***NVR***”), its successors and assigns being sometimes referred to as “***Developer***”. The Project is being built in up to Eleven (11) separate sub-phases of a single phase of development, a Phasing Plan being included in the Exhibit Supplement attached hereto, and the Project will be marketed for sale as primary and second home residences.

MASTER SITE PLAN AMENDMENT

The most recent amendment to the Master Plan for the PDD indicated the area on which the Project is to be constructed as a multi-family townhome community, with Two (2) buildings presently constructed. The amendment to the Master Plan for the PDD, which is included in an Exhibit Supplement submitted with this Amendment and shall replace any prior plan, and shall be deemed the controlling plan for this portion of the Master Plan for the PDD, together with this narrative, unless and until further amended.

As a result of the collapse in the global real estate market, the previously proposed project on the site was shuttered following the construction of Two (2) buildings. The resulting dormancy of the

property, and the few number of existing residential units has strained the existing homeowners association's ability to maintain the property, which maintenance is primarily the result of continued contributions by MMG, the original developer and the current landowner. By restarting development of the Project, and the sale of additional units, the Developer will not only stabilize the community, including the existing residential units, but by completion of the Project, will also provide a mechanism for funding the perpetual maintenance of the Project. The Developer anticipates the Project will be encompassed by either a sub-association or a separate association, which will cooperate with the existing homeowner's association for the previously constructed buildings.

PROJECT PHASING

The Project is anticipated to be developed in Eleven (11) separate sub-phases, each consisting of a single building, and a total of Eleven (11) separate buildings, the smallest of which will include Three (3) subdivided attached fee simple townhomes, and the largest of which will include Five (5) subdivided attached fee simple townhomes. Sub-Phase 1 through Sub-Phase 11 may be constructed in any order, as the demand for occupancy occurs, and more than one Phase may be constructed simultaneously. The anticipated build-out schedule for the entire Project is Four (4) years, based upon One (1) Sub-Phase being constructed in the first year, and not less than One (1) additional Sub-Phase being constructed approximately every Six (6) months thereafter, although the actual build-out schedule may be accelerated based upon demand. The Phasing Plan for the Project is included in an Exhibit Supplement submitted with this Amendment.

As a result of the prior proposed project on the site having completed Two (2) existing buildings, the Project will incorporate the previously proposed roadway network, which is depicted in an Exhibit Supplement submitted with this Amendment. The street design of the Public Right-of-Way is consistent with the Development Standards of both the PDD and the City.

DEVELOPMENT DESCRIPTION

The location of the Project is prominent as it fronts on Club Course Drive, is accessible by way of Pete Dye Drive, and it is both near the entrance to and abuts the golf practice facility for the Dye Private Golf Course within the PDD. Existing mature vegetation is being maintained in an effort to protect the privacy of the residents of the Project, and to avoid having homes directly accessed from Club Course Drive. Architecturally the Project is compatible with the existing buildings, while recognizing the needs and desires of the current real estate market which will insure the viability and success of the Project. The Project will incorporate materials that are suitable for and durable enough to withstand the demands of both the coastal environmental and to minimize the scope of future maintenance. Public components of the Project, including water and sewer distribution lines, will be dedicated to the City, while private components, such as private right-of-way, landscaping and other improvements which would not be maintained by the City, will be maintained by the homeowner's association for the Project pursuant to a separate encroachment agreement with the City.

Each Townhome will provide its own parking. Required parking will be located not less than Nineteen (19') feet from the edge of the existing Private Right-of-Way. Additional parking spaces

will be located within the common areas outside of the boundary of any particular Townhome. U.S Postal Service will be provided to residents of the Project in accordance with the requirements of the U. S. Postal Service. City services for trash and refuse will be provided with a shared compactor. The Private Right-of-Way will provide adequate width and turning capacity to allow the City to provide services to the residents of the Project.

INFRASTRUCTURE AND COMMON SPACES

Storm drainage will incorporate both underground and above ground drainage systems. Electrical services, cable television, internet and telephone services will be installed underground. These facilities will be maintained by the property owner(s) and the utility companies providing services. Water and Sewer facilities will be dedicated to the City. Landscaping, lighting and pavers, whether within the Private Right-of-Way or within the common areas of the Project, will be maintained by the property owner(s), in keeping with design and maintenance standards established by the Developer, and together with any private roadways, parking areas, walkways, open spaces, common areas, buildings and other features of the Project.

The Developer, prior to conveyance of any portion of the Project, will provide for the maintenance and control of the Project, including any roadways, pathways, driveways, open spaces, common areas, parking areas and common walls by restrictive covenants recorded in the public records of Horry County, South Carolina and applicable to the Project. In addition, the Developer may establish rules and regulations from time to time, governing the residents occupying the buildings within the Project, which would be comparable to rules and regulations established in other high quality townhome communities within the City.

DIMENSIONAL STANDARDS

The dimensional standards which will apply to the Project are set forth in the Exhibit Supplement submitted together with this narrative.

BUILDING MATERIALS AND LANDSCAPE MATERIALS

The Developer has chosen both building materials and landscape materials intended to reinforce the South Carolina Lowcountry image of the Project, while being highly compatible with the existing buildings and both pedestrian and vehicular traffic, as well as being sustainable in light of periodically intense use. The Building Materials List is included in an Exhibit Supplement submitted with this Amendment, together with the Building Elevations and a palette of acceptable colors for walls, roof and trim, in the same Exhibit Supplement. The Landscape Materials List is included in the Exhibit Supplement submitted with this Amendment.

DIRECTIONAL SIGNAGE AND LIGHTING

Directional signage will be consistent, in both its material, coloring and numbering schemes. The size, location and content will consistent with the signage ordinances of the City, with representative depictions of the Project signage, including building signage, directional signage and monument signage included in an Exhibit Supplement submitted with this Amendment.

Lighting will be in keeping with the existing lighting within the PDD, together with landscape lighting and signage lighting as including in an Exhibit Supplement submitted with this Amendment.

PUBLIC BENEFIT

1. **Additional Amendments.** As a condition to the approval of the PDD, the City, the Landowner and the Developer have agreed that certain additional amendments to the Development Agreement, which include the following:

- A. Landowner and Developer specifically covenant and agree not to subject the Subject Property to a conservation easement or other restrictive covenant, whereby any portion of the Subject Property shown on the approved Master Plan included in the PDD is restricted for future development of such portion of the Subject Property, the same shall also constitute a default hereunder, provided that, for purposes of this Agreement any conveyance to any homeowners association having jurisdiction over any portion of the Subject Property shall not be deemed such an easement or restriction, and shall not constitute a default.
- B. Landowner and Developer agree that the minimum term of any rental agreement for residential units constructed upon the Subject Property shall be Six (6) months, provided that following any such initial Six (6) month period, residential leases may be extended for periods of less than Six (6) months to the same tenant, provided such extensions are for successive periods of not less than Thirty (30) days. No sub-lease or assignment shall be permitted which would result in a party occupying a residential unit for a period of less than Six (6) months, the express intent of this provision being to prohibit short-term and/or overnight rentals.
- C. The City and the Landowner that, in lieu of the conveyance of any portion of the Subject Property by the Landowner to the City, the Landowner and the City agree instead to a fee-in-lieu of conveyance, providing the funds necessary to allow the City to expand its existing parks (the "**Park Enhancement Fee**"). The Park Enhancement Fee shall be in an amount equal to the greater of (i) Two Hundred and No/100 (\$200.00) Dollars for each separate residential unit constructed on the Subject Property in accordance with the Master Plan; or (ii) Seven Thousand and No/100 (\$7,000.00) Dollars in the aggregate, in the event the number of separate residential units constructed on the Subject Property in accordance with the approved Master Plan is less than Thirty Five (35), in total. The Park Enhancement Fee shall be due and payable at the time of the issuance of a building permit for such residential unit constructed on the Subject Property. The imposition of the Park Enhancement Fee applicable to the Subject Property shall thereafter apply only to the Subject Property, and not to any other portion of the Land, and shall constitute a portion of the public benefit negotiated by the Landowner, the Developer and the City as a part of the PDD Amendment.
- D. The City and the Landowner further acknowledge that the completion of the Subject Property and its corresponding residential units will increase the demand for beach access

and services to be provided by the City, including, but not limited to beach access parking. In lieu of the Landowner being required to make provisions for beach access parking for the residents of the Subject Property, the Landowner, and Developer, if Developer is successor in title to Landowner, agree to pay to the City, for such residential properties to be constructed on the Subject Property, a fee-in-lieu of providing beach access parking. Such fee-in-lieu shall be used by the City to expand its existing and future beach access parking (the “***Beach Access Parking Fee***”). The Park Enhancement Fee shall be in an amount equal to the greater of (i) One Thousand One Hundred and No/100 (\$1,100.00) Dollars for each separate residential unit constructed on the Subject Property, in accordance with the Master Plan; or (ii) Thirty Eight Thousand Five Hundred and No/100 (\$38,500.00) Dollars in the aggregate, in the event the number of separate residential units constructed on the Subject Property in accordance with the approved Master Plan is less than Thirty Five (35) in total. The Beach Access Parking Fee shall be due and payable at the time of the issuance of a building permit for such residential unit constructed on the Subject Property. The imposition of the Beach Access Parking Fee applicable to the Subject Property shall thereafter apply only to the Subject Property, and not to any other portion of the Land, and shall constitute a portion of the public benefit negotiated by the Landowner, the Developer and the City as a part of the PDD Amendment.

- E. The City and a predecessor in title to Landowner entered into that certain instrument entitled “Minor Amendments to the Modification to Development Agreement” dated August 1, 2003 and The Sewer and Water Extension Agreement dated August 2, 2003 (the “***Prior Amendment***”), which Prior Amendment provides, among other things for fees as follows: (a) Police/Fire Substation Fee in an amount equal to Four Hundred Fifty and No/100 (\$450.00) Dollars per Density Unit (the “***Fire Station Fee***”); (b) a Water Extension Fee in an amount equal to Five Hundred and No/100 (\$500.00) Dollars per Density Unit (the “***Water Extension Fee***”); and (c) a Sewer Extension Fee in an amount equal to One Hundred Seventy Five and No/100 (\$175.00) Dollars per Density Unit (the “***Sewer Extension Fee***”). Landowner and Developer acknowledge and agree that the Fire Station Fee, the Water Extension Fee and the Sewer Extension Fee are and shall remain applicable to the Subject Property, and that, for purposes of this Amendment, Density Unit shall be deemed equivalent to the residential units otherwise described herein.

AMENDMENT AND ENFORCEMENT

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

Exhibits: **SEE SEPARATE EXHIBIT SUPPLEMENT.**

BAREFOOT RESORT & GOLF PLANNED DEVELOPMENT DISTRICT

DYE ESTATES MF-4

PDD AMENDMENT

DEVELOPMENT REGULATIONS

July 9, 2021

INTRODUCTION

The Dye Estates MF-4 (the “***Project***”) is envisioned as a residential enclave adjacent to the driving range and practice facilities for the Dye Private Golf Course within Barefoot Resort & Golf Planned Development District, within the City of North Myrtle Beach, South Carolina (the “***City***”). This district is intended to include Fifty One (51) attached fee simple townhomes on One (1) separate parcel, identified as Horry County TMS/PIN No.: 143-00-01-075/358-09-04-0001, totaling approximately 5.1 acres, the boundary survey of which is included in an Exhibit Supplement submitted with this amendment, the parcel fronts on Club Course Drive, a Public Right-of-Way, but is accessible by way of Pete Dye Drive, a private Right-of-Way. The parcel is bounded by Club Course Drive and jurisdictional wetlands lying between the Project and Pete Dye Drive.

PROJECT DEVELOPER

This parcel, being a small portion of the Barefoot Resort & Golf Planned Development District (“***PDD***”), is currently owned by MMG Holdings LLC, a South Carolina limited liability company (“***MMG***”), the proposed developer is NVR, Inc., a Virginia corporation (“***NVR***”), its successors and assigns being sometimes referred to as “***Developer***”. The Project is being built in up to Eleven (11) separate sub-phases of a single phase of development, a Phasing Plan being included in the Exhibit Supplement attached hereto, and the Project will be marketed for sale as primary and second home residences.

MASTER SITE PLAN AMENDMENT

The most recent amendment to the Master Plan for the PDD indicated the area on which the Project is to be constructed as a multi-family townhome community, with Two (2) buildings presently constructed. The amendment to the Master Plan for the PDD, which is included in an Exhibit Supplement submitted with this Amendment and shall replace any prior plan, and shall be deemed the controlling plan for this portion of the Master Plan for the PDD, together with this narrative, unless and until further amended.

As a result of the collapse in the global real estate market, the previously proposed project on the site was shuttered following the construction of Two (2) buildings. The resulting dormancy of the property, and the few number of existing residential units has strained the existing homeowners

association's ability to maintain the property, which maintenance is primarily the result of continued contributions by MMG, the original developer and the current landowner. By restarting development of the Project, the Developer will not only stabilize the community, including the existing residential units, but will also provide a mechanism for funding the perpetual maintenance of the Project.

PROJECT PHASING

The Project is anticipated to be developed in Eleven (11) separate sub-phases, each consisting of a single building, and a total of Eleven (11) separate buildings, the smallest of which will include Three (3) subdivided attached fee simple townhomes, and the largest of which will include Five (5) subdivided attached fee simple townhomes. Sub-Phase 1 through Sub-Phase 11 may be constructed in any order, as the demand for occupancy occurs, and more than one Phase may be constructed simultaneously. The anticipated build-out schedule for the entire Project is Four (4) years, based upon One (1) Sub-Phase being constructed in the first year, and not less than One (1) additional Sub-Phase being constructed approximately every Six (6) months thereafter, although the actual build-out schedule may be accelerated based upon demand. The Phasing Plan for the Project is included in an Exhibit Supplement submitted with this Amendment.

As a result of the prior proposed project on the site having completed Two (2) existing buildings, the Project will incorporate the previously proposed roadway network, which is depicted in an Exhibit Supplement submitted with this Amendment. The street design of the Public Right-of-Way is consistent with the Development Standards of both the PDD and the City.

DEVELOPMENT DESCRIPTION

The location of the Project is prominent as it fronts on Club Course Drive, is accessible by way of Pete Dye Drive, and it is both near the entrance to and abuts the golf practice facility for the Dye Private Golf Course within the PDD. Existing mature vegetation is being maintained in an effort to protect the privacy of the residents of the Project, and to avoid having homes directly accessed from Club Course Drive. Architecturally the Project is compatible with the existing buildings, while recognizing the needs and desires of the current real estate market which will insure the viability and success of the Project. The Project will incorporate materials that are suitable for and durable enough to withstand the demands of both the coastal environmental and to minimize the scope of future maintenance. Public components of the Project, including water and sewer distribution lines, will be dedicated to the City, while private components, such as private right-of-way, landscaping and other improvements which would not be maintained by the City, will be maintained by the homeowner's association for the Project pursuant to a separate encroachment agreement with the City.

Each Townhome will provide its own parking. Required parking will be located not less than Nineteen (19') feet from the edge of sidewalks within the Public Right-of-Way. Additional parking spaces will be located within the common areas outside of the boundary of any particular Townhome. U.S. Postal Service will be provided to residents of the Project in accordance with the

requirements of the U. S. Postal Service. City services for trash and refuse will be provided with a previously approved trash compactor. The Private Right-of-Way will provide adequate width and turning capacity to allow the City to provide services to the residents of the Project.

INFRASTRUCTURE AND COMMON SPACES

Storm drainage will incorporate both underground and above ground drainage systems. Electrical services, cable television, internet and telephone services will be installed underground. These facilities will be maintained by the property owner(s) and the utility companies providing services. Water and Sewer facilities will be dedicated to the City. Landscaping, lighting and pavers, whether within the Private Right-of-Way or within the common areas of the Project, will be maintained by the property owner(s), in keeping with design and maintenance standards established by the Developer, and together with any private roadways, parking areas, walkways, open spaces, common areas, buildings and other features of the Project.

The Developer, prior to conveyance of any portion of the Project, will provide for the maintenance and control of the Project, including any roadways, pathways, driveways, open spaces, common areas, parking areas and common walls by restrictive covenants recorded in the public records of Horry County, South Carolina and applicable to the Project. In addition, the Developer may establish rules and regulations from time to time, governing the residents occupying the buildings within the Project, which would be comparable to rules and regulations established in other high quality townhome communities within the City.

DIMENSIONAL STANDARDS

The dimensional standards which will apply to the Project are set forth in the Exhibit Supplement submitted together with this narrative.

BUILDING MATERIALS AND LANDSCAPE MATERIALS

The Developer has chosen both building materials and landscape materials intended to reinforce the South Carolina Lowcountry image of the Project, while being highly compatible with the existing buildings and both pedestrian and vehicular traffic, as well as being sustainable in light of periodically intense use. The exterior color schemes will be supplied and approved by the Barefoot and Dye Club ARB to ensure consistency with current buildings. Hardie plank, board and batten and cedar shake sidings will be on the units, in addition to architectural asphalt shingles, vinyl windows and stone accents. The Landscape Materials List is included in the Exhibit Supplement submitted with this Amendment.

DIRECTIONAL SIGNAGE AND LIGHTING

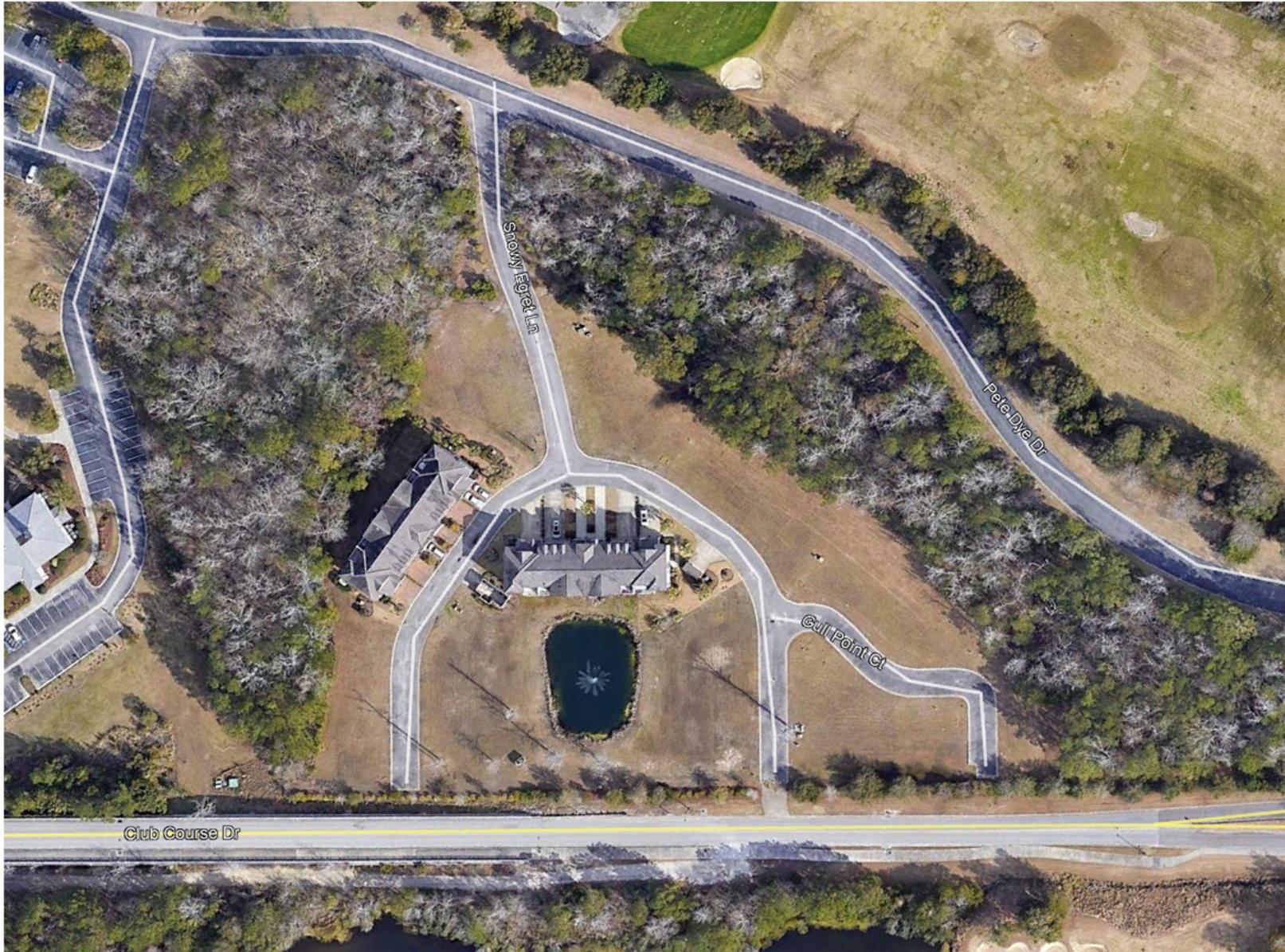
Directional signage will be consistent, in both its material, coloring and numbering schemes. The size, location and content will consistent with the signage ordinances of the City, with representative depictions of the Project signage, including building signage, directional signage and monument signage included in an Exhibit Supplement submitted with this Amendment. Lighting will be in keeping with the existing lighting within the PDD, together with landscape

lighting and signage lighting as including in an Exhibit Supplement submitted with this Amendment.

PUBLIC BENEFIT

1. **Additional Amendments.** As a condition to the approval of the PDD, the City, the Landowner and the Developer have agreed that certain additional amendments to the Development Agreement, which include the following:

- A. Landowner and Developer specifically covenant and agree not to subject the Subject Property to a conservation easement or other restrictive covenant, whereby any portion of the Subject Property shown on the approved Master Plan included in the PDD is restricted for future development of such portion of the Subject Property, the same shall also constitute a default hereunder, provided that, for purposes of this Agreement any conveyance to any homeowners association having jurisdiction over any portion of the Subject Property shall not be deemed such an easement or restriction, and shall not constitute a default.
- B. Landowner and Developer agree that the minimum term of any rental agreement for residential units constructed upon the Subject Property shall be Six (6) months, provided that following any such initial Six (6) month period, residential leases may be extended for periods of less than Six (6) months to the same tenant, provided such extensions are for successive periods of not less than Thirty (30) days. No sub-lease or assignment shall be permitted which would result in a party occupying a residential unit for a period of less than Six (6) months, the express intent of this provision being to prohibit short-term and/or overnight rentals.
- C. The City and the Landowner that, in lieu of the conveyance of any portion of the Subject Property by the Landowner to the City, the Landowner and the City agree instead to a fee-in-lieu of conveyance, providing the funds necessary to allow the City to expand its existing parks (the “**Park Enhancement Fee**”). The Park Enhancement Fee shall be in an amount equal to the greater of (i) Two Hundred and No/100 (\$200.00) Dollars for each separate residential unit constructed on the Subject Property in accordance with the Master Plan; or (ii) Seven Thousand and No/100 (\$7,000.00) Dollars in the aggregate, in the event the number of separate residential units constructed on the Subject Property in accordance with the approved Master Plan is less than Thirty Five (35), in total. The Park Enhancement Fee shall be due and payable at the time of the issuance of a building permit for such residential unit constructed on the Subject Property. The imposition of the Park Enhancement Fee applicable to the Subject Property shall thereafter apply only to the Subject Property, and not to any other portion of the Land, and shall constitute a portion of the public benefit negotiated by the Landowner, the Developer and the City as a part of the PDD Amendment.
- E. The City and the Landowner further acknowledge that the conversion of the Subject Property from commercial space to residential units will increase the demand for beach access and services to be provided by the City, including, but not limited to beach access



DDC Engineers
BOLTON & MENK, INC.

DYE ESTATES MULTI-FAMILY
EXISTING CONDITIONS



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

Dye Townhomes

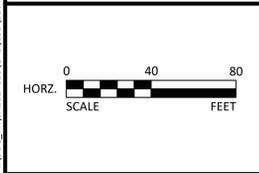


This site plan is an artist's rendering and is for illustrative purposes only.





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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	

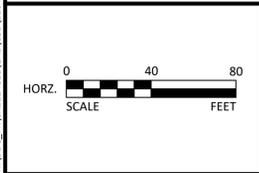
SHEET
C1.01

LEGEND

- Overstory Tree
- Understory Tree
- Shrub
- Perennials



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 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

“MCPHERSON REVISED SCHEME”



“ALTERNATE ELEVATIONS FOR REVIEW”







5B. PLANNED DEVELOPMENT DISTRICT AMENDMENT Z-21-15: City staff has received an application for a major amendment to the Barefoot Resort Planned Development District (PDD) revising the master plan and associate documents to reflect a townhome development on the former hotel site.

History

The 4.76-acre parcel was originally planned to house up to 11 multi-family buildings with a total of 120 dwelling units. On June 2, 2014, City Council approved a major PDD amendment revising the parcel to site a 138-room Wyndham hotel and restaurant as well as a separate 20-unit multi-family building. City Council held a workshop on an earlier version of this proposal on July 14, 2021.

Proposed Changes

The applicant has submitted an amendment to the Barefoot Resort PDD revising the hotel/multi-family site into a 57-unit Townhome project through changes to the master plan, elevations, and narrative. The 57 townhomes will be built in 10 phases (1 phase per building) fronting an internally organized 40’ right-of-way with sidewalk along one side. A three-foot high landscaped berm will separate the development from Barefoot Resort Bridge Road, and six, guest parallel parking spaces are provided within the right-of-way. Three common areas are also provided within the development; the only use of these spaces called out in the amendment is to provide 11 additional parking spaces.

Staff Review

Planning & Development, Planning Division

The Planning Division is reviewing the amendment; staff will present any comments at workshop. The subdivision plat and preliminary subdivision plat need to be removed from exhibit C as these will be considered by planning commission in future actions.

Planning & Development, Zoning Division

The Zoning Administrator is reviewing the amendment; staff will present any comments at workshop.

Public Works

The Public Works Department is reviewing the amendment; staff will present any comments at workshop.

Public Safety

The Fire Marshal is reviewing the amendment; staff will present any comments at workshop.

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 September 20, 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-21-15] 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-21-15] as submitted.
OR
- 3) I move (an alternate motion).

PDD Zoning Finance Account Code:	3.22
FEE PAID:	\$500.00 on June 22, 2021
FILE NUMBER:	Z-21-15
Complete Submittal Date:	June 22, 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: June 18, 2021	Property PIN(S): 39004010039
Property Owner(s): Vermex Hotels LLC	Type of Zoning Map Amendment: Major PDD Amendment
Address or Location: Lot 61-B Barefoot Resort, Barefoot Resort Bridge Road	Project Contact: Robert Guyton
Contact Phone Number: 8438392100	Contact Email Address: rsguyton@guytonlawfirm.com
PDD Name: Barefoot Resort & Golf PDD	Total Area of Property: 4.76 Acres
Proposed Amendment: Amendment to the Master Plan to reflect townhome development on the site of former proposed hotel.	

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: Robert Guyton

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.

LETTER OF AGENCY

To: City of North Myrtle Beach

Re: Horry County TMS/PIN No.: 155-00-01-125/390-04-01-0039

Property Location: Barefoot Resort Bridge Road between Via Palma Drive and Golf Academy Drive.

Property Owners: Vermex Hotels, LLC (Fee Simple)
Pulte Home Company, LLC (Equitable Owner)

In connection with the above referenced property, I hereby appoint the person shown below as my agent for purposes of filing such applications for development agreements and development agreement amendments, zoning and zoning amendments, including site plans, and subdivision plats for the above referenced properties as may be required.

Authorized Agent: Robert S. Guyton of Robert S. Guyton, P.C., and Robert Wilfong of Development Resource Group, LLC.

Agent's Address: Guyton: 4605 B Oleander Drive, Suite 202
Myrtle Beach, SC 29577

Wilfong: 4703 Oleander Drive
Myrtle Beach, SC 29577

Agent's Telephone: Guyton: (843) 839-2100

Wilfong: (843) 839-3350

[Signatures appear on the following page]

FEE SIMPLE OWNER:

VERMEX HOTELS, LLC, a South Carolina limited liability company

By: 
Name: Francisco Lebrillo
Title: Partner

Address: 4980 Barefoot Resort Bridge Road
North Myrtle Beach, South Carolina 29582

Phone: 843-390-3232

EQUITABLE OWNER:

PULTE HOME COMPANY, LLC, a Michigan limited Liability company

By: _____
Name: _____
Title: _____

Address: _____

Phone: _____

FEE SIMPLE OWNER:

VERMEX HOTELS, LLC, a South Carolina limited liability company

By: _____
Name: _____
Title: _____

Address: 4980 Barefoot Resort Bridge Road
North Myrtle Beach, South Carolina 29582

Phone: _____

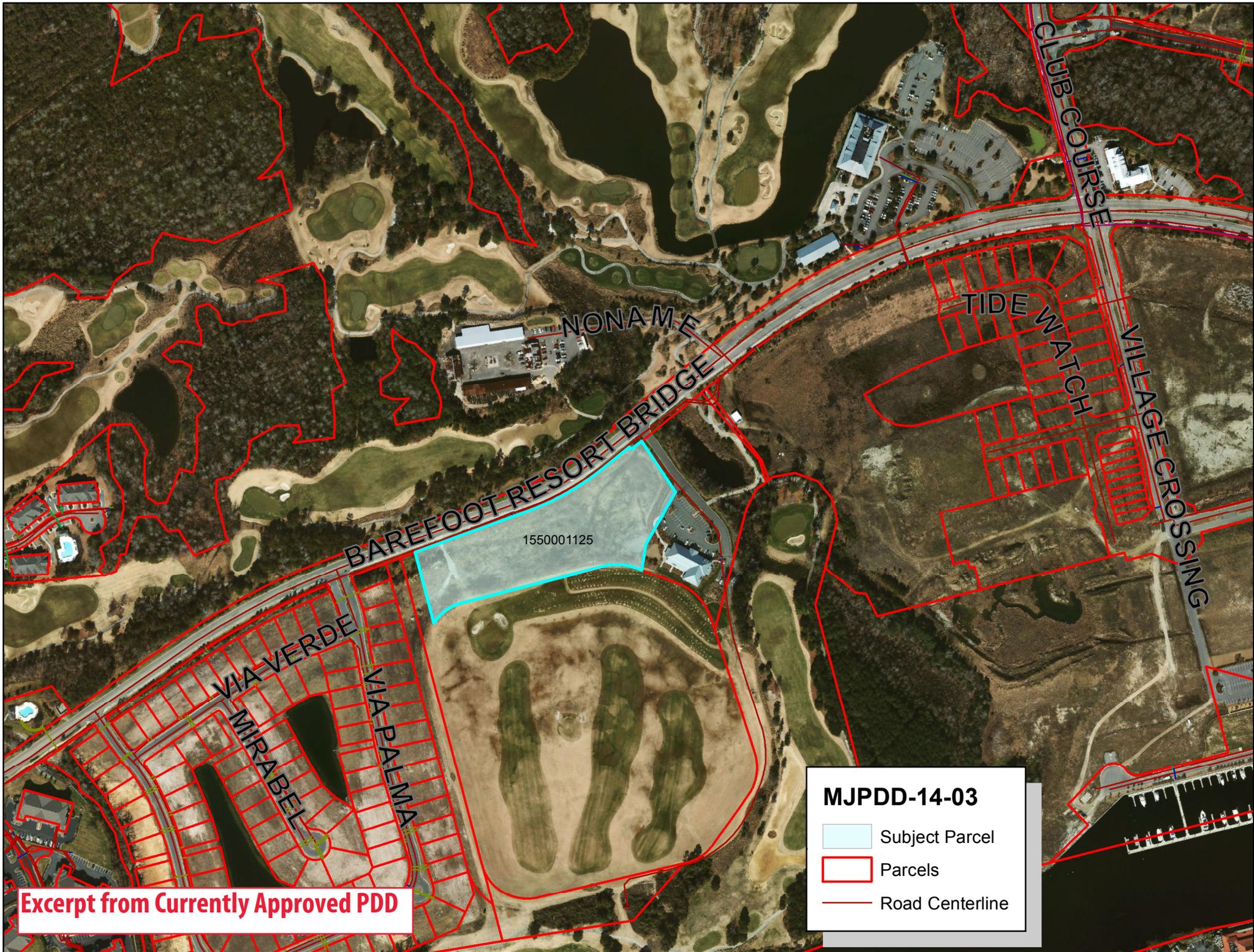
EQUITABLE OWNER:

PULTE HOME COMPANY, LLC, a Michigan limited Liability company

By:  _____
Name: SIDNEY DUPUY
Title: DIRECTOR OF LAND DEVELOPMENT

Address: 4401 LEEDS AVE
N. CHARLESTON SC 29405

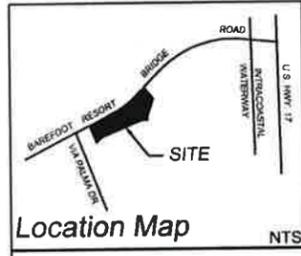
Phone: 843-860-8485



MJPDD-14-03

-  Subject Parcel
-  Parcels
-  Road Centerline

Excerpt from Currently Approved PDD



CURVE	LENGTH	RADIUS	DELTA	CHORD	CHD/BRG
C9	282.94	858.51	18°53'00"	281.67	N 52°04'17" E
C10	65.73	279.00	13°29'54"	65.58	N 40°20'18" W
C11	68.51	258.97	15°09'30"	68.31	S 41°10'07" E
C12	86.27	178.71	27°39'27"	85.43	S 05°15'36" W
C13	108.93	180.00	34°40'29"	107.28	S 84°29'09" W
C14	116.38	155.00	43°01'17"	113.67	S 45°34'36" W
C15	16.92	190.00	5°06'03"	16.91	S 44°14'23" E

EXHIBIT A

- Legend**
- Iron Old
 - As Noted
 - Iron New
 - 1/2" Rebar
 - Sewer Manhole
 - Storm Drain
 - Manhole
 - Curb Inlet
 - Drop Inlet
 - Fire Hydrant
 - Water Valve
 - Backflow Preventer
 - Water Meter
 - Utility Pole
 - Light Pole
- Notes**
- NO UNLESS HORIZONTAL MONUMENTATION FOUND WITHIN 2000 FEET OF SITE.
 - 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.
 - ATTORNEY TO VERIFY COMPLIANCE ZONING, RESTRICTIVE COVENANTS OR HOMEOWNERS ASSOC. REQUIREMENTS OF RECORD.
 - R/W = RIGHT OF WAY
 - IRF = IRON REBAR FOUND
 - IPF = IRON PIPE FOUND
 - IRS = IRON REBAR SET
 - EP = EDGE OF PAVEMENT
 - SP = SPRINKLER HEAD
 - TAX# 155-00-01-125
 - ZONING = PUD
 - THE SUBJECT PROPERTY SHOWN HEREON DOES NOT LIE IN A SPECIAL FLOOD HAZARD AREA PER F.E.M.A. PANEL # 4505100579 H DATED 8-23-1989



LINE	LENGTH	BEARING
L14	10.05	S 44°58'18" E
L15	35.18	N 42°04'35" E
L16	30.86	S 42°03'59" E

PUD AMENDMENT SITE PLAN

A Site Plan, Boundary & Topographical Survey
 SHOWING
 LOT 61-B
 Plat Book 205 at Page 103
BAREFOOT RESORT
 4.76 Acres Total
 North Myrtle Beach, Horry County, S.C.
 the property of
COASTAL RESORTS HOLDING

WYNDHAM SITE PARKING BREAKDOWN

82 "K" ROOMS @ 1 SPACE EA. : 82 SPACES PROVIDED
 56 "OO" ROOMS @ 1.5 EA. : 84 SPACES PROVIDED
 151 SEAT RESTAURANT : 51 SPACES PROVIDED

REQUIRED PARKING: 217 SPACES
 PROVIDED PARKING: 220 SPACES + 6 HANDICAP SPACES = 226 SPACES TOTAL

SITE AREA: 4.76 ACRES

SITE INFO CONDOMINIUMS

IMPERVIOUS CALCULATIONS:
 21,088 SF IN EXISTING AND PROPOSED BLDGS AND PARKING AREAS
 42,986 SF IN SITE TOTAL 0.99 ACRE
 21,088 / 42,986 = 49.1% IMPERVIOUS COVERAGE

PARKING:
 20 2 BEDROOM ROOMS AT 1.5 SPACES PER ROOM = 30 SPACES
 10 CLASSROOMS AT 1 SPACE PER CLASSROOM = 10 SPACES
 40 SPACES REQUIRED
 11 SPACES PROVIDED. 22 ONSITE AND 19 SHARED FROM HOTEL

SITE INFO WYNDHAM HOTEL

IMPERVIOUS CALCULATIONS:
 125,184 SF IN EXISTING AND PROPOSED BLDGS AND PARKING AREAS
 164,534 SF IN SITE TOTAL 3.77 ACRES
 125,184 / 164,534 = 76.0% IMPERVIOUS COVERAGE

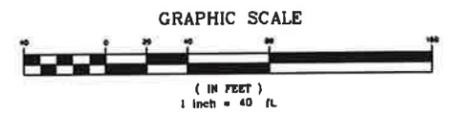
LANDSCAPING SHALL BE IN ACCORDANCE WITH THE CITY OF NORTH MYRTLE BEACH PARKING LOT SECTION 23-56 AND PERIMETER LANDSCAPE AREAS IN SECTION 23-56.

NO SIGNIFICANT TREES LOCATED ON SUBJECT PROPERTY
 NO WETLANDS ON SUBJECT PROPERTY
 PROPERTY TO BE SERVED BY PUBLIC WATER SUPPLY
 PROPERTY TO BE SERVED BY PUBLIC SEWAGE DISPOSAL

for the benefit of:
COASTAL RESORTS HOLDING

Russ Courtney & Associates, LLC
 Land Surveying & Design
 1109-2 Sea Mountain Hwy.
 North Myrtle Beach, S.C. 29582
 Ocean Isle Beach, N.C. 28469
 PHONE: (810) 579 - 3790
 OFFICE: (843) 249 - 7735
 FAX: (843) 249 - 3377

DRAWN: RAC
 SCALE: 1" = 40'
 APPROVED: RAC
 ACAD FILE: BAREFOOT RESORT WYNDHAM.DWG
 SURVEY BY: RAC
 FOLDER: JUNE 25, 2013
 DATE OF SURVEY: OCTOBER 15, 2013



CERTIFICATE OF ACCURACY



Excerpt from Currently Approved PDD

Russell A. Courtney, PLS
 MAY 2014 DATE 1/2" IRF

REVISED 5-08-2014 TO CORRECT FOOTPRINT OF CONDOMINIUM BLDG PER PC WORKSHOP RAC
 REVISED 4-11-2014 TO REMOVE "SIGNS TO BE PERMITTED SEPARATELY" PER SEAN RAC
 REVISED 4-04-2014 PER ARCHITECT AND CITY REVIEW RAC

BAREFOOT RESORT & GOLF PLANNED DEVELOPMENT DISTRICT

THE TOWNHOMES AT BAREFOOT RESORT

PDD AMENDMENT

DEVELOPMENT REGULATIONS

August 9, 2021

INTRODUCTION

The Townhomes at Barefoot Resort (the “***Project***”) is envisioned as residential enclave adjacent to the driving range and practice facilities for the Three (3) public play golf courses within Barefoot Resort & Golf Planned Development District, within the City of North Myrtle Beach, South Carolina (the “***City***”). This district is intended to include Fifty Seven (57) attached fee simple townhomes on One (1) separate parcel, identified as Horry County TMS/PIN No.: 155-00-01-125/390-04-01-0039, totaling approximately 4.76 acres, the boundary survey of which is included as **Exhibit “A”**, in an Exhibit Supplement submitted with this amendment, the parcel fronts on, Barefoot Resort Bridge Road, a Public Right-of-Way. The parcel is bounded by Barefoot Resort Bridge Road and a spoil basin for Reach 8 of the Atlantic Intracoastal Waterway which is operated as a golf practice facility.

PROJECT DEVELOPER

This parcel, being a small portion of the Barefoot Resort & Golf Planned Development District (“***PDD***”), is currently owned by Vermex Hotels LLC, a South Carolina limited liability company (“***Vermex***”), the proposed developer is Pulte Home Company, LLC, a Michigan limited liability company (“***Pulte***”), its successors and assigns being sometimes referred to as “***Developer***”. The Project is being built in up to Ten (10) separate sub-phases of a single phase of development, and marketing for sale as primary and second home residences.

MASTER SITE PLAN AMENDMENT

The most recent amendment to the Master Plan for the PDD indicated the area on which the Project is to be constructed as a hotel, restaurant and condominium building, and the original PDD Master Plan indicated the area as a golf practice facility. The amendment to the Master Plan for the PDD, which is included as **Exhibit “B”**, in an Exhibit Supplement submitted with this Amendment and shall replace any prior plan, and shall be deemed the controlling plan for this portion of the Master Plan for the PDD, together with this narrative, unless and until further amended.

PROJECT PHASING

The Project is anticipated to be developed in Ten (10) separate sub-phases, each of such sub-phases consisting of a single building, and a total of Ten (10) separate buildings, the smallest of which

will include Four (4) subdivided attached fee simple townhomes, and the largest of which will include Six (6) subdivided attached fee simple townhomes. Sub-Phase 1 will consist of Four (4) subdivided attached fee simple townhomes. Sub-Phase 2 through Sub-Phase 10 will each consist of Six (6) subdivided attached fee simple townhomes. Sub-Phase 1 through Sub-Phase 10 may be constructed in any order, as the demand for occupancy occurs, and more than one Phase may be constructed simultaneously. The anticipated build-out schedule for the entire Project is Four (4) years, based upon One (1) Sub-Phase being constructed in the first year, and not less than One (1) additional Sub-Phase being constructed approximately every Six (6) months thereafter, although the actual build-out schedule may be accelerated based upon demand. The Phasing Plan for the Project is included as **Exhibit “C”**, in an Exhibit Supplement submitted with this Amendment.

The Project will include a Forty (40') foot Public Right-of-Way, with a Twelve (12) foot travel line in each direction, One and One-Half (1.5') Feet on each side of the travel lane for curb and gutter, and an additional variable width on each side of the travel lane for utilities, sidewalks and other facilities servicing the residents of the Project as shown on **Exhibit “B”** and **Exhibit “D”**. The Public Right-of-Way will be constructed in a single phase. A Cross Section of the Public Right-of-Way is included as **Exhibit “D”**, in an Exhibit Supplement submitted with this Amendment. The street design of the Public Right-of-Way is not consistent with the Development Standards of the City, but is consistent with the PDD.

DEVELOPMENT DESCRIPTION

The location of the Project is prominent as it fronts on Barefoot Resort Bridge Road, and it is both near the entrance to and abuts the golf practice facility. In an effort to protect the privacy of the residents of the Project, and to avoid having homes fronting directly on Barefoot Resort Bridge Road, an earthen berm of approximately Thirty Six (36”) inches in height will be installed along the boundary of Barefoot Resort Bridge Road, with plantings along the peak in order to provide adequate screening at maturity.

Architecturally the Project borrows heavily from regional influences of South Carolina’s Low Country, which is consistent with the PDD, while also incorporating materials that are suitable for and durable enough to withstand the demands of commercial activity. The Public Right-of-Way concept of the Project, is visually appealing, and serves the residents of the Project while maintaining privacy and discouraging through traffic from visitors traveling along Barefoot Resort Bridge Road. Because the Public Right-of-Way is a interior roadway, residents may back into the Public Right-of-Way from their homes, which would not be allowed on a higher traffic arterial roadway.

A sidewalk will be located within the Public Right-of-Way, in order to separate vehicular and pedestrian traffic. The internal sidewalk will connect to the sidewalk along Barefoot Resort Bridge Road to enhance the effectiveness of the landscaping and berm.

Street trees and street lighting will alternate along the Public Right-of-Way, with street trees occurring every other Lot, on opposite sides of the Public Right-of-Way. Street lighting will also alternate, the spacing of which shall be in accordance with the development regulations of the City.

The Public Right-of-Way will be dedicated to and owned and maintained by the City, following development and conveyance by the Developer. Public components of the Public Right-of-Way, including water and sewer distribution lines, will also be dedicated to the City, while private components, such as pavers, landscaping and other improvements which would not be maintained by the City, will be maintained by the homeowner’s association for the Project pursuant to a separate encroachment agreement with the City.

Each Townhome will provide its own parking. Required parking will be located not less than Nineteen (19’) feet from the edge of sidewalks within the Public Right-of-Way. Eleven (11) parking spaces will be located within the common areas outside of the boundary of any particular Townhome. U.S Postal Service will be provided to residents of the Project in accordance with the requirements of the U. S. Postal Service, although the Developer anticipates mailboxes will be located in more than one location within the Project, each location servicing multiple residents. City services for trash and refuse will be provided with roll-out trashcans. The Public Right-of-Way will provide adequate width and turning capacity to allow the City to provide such services to the residents of the Project. The smallest lot within the Project will consist of not less than Two Thousand Five Hundred (2,500) square feet. The parking table for the project is provided below.

PARKING TABLE

Total Number of Lots	57
Parking Required at 2 Spaces Per Unit	114
Parking Provided (2 Driveway, 1 Enclosed Garage)	171
Additional Guest Parking Provided	6
TOTAL PARKING SPACES PROVIDED	177

INFRASTRUCTURE AND COMMON SPACES

Storm drainage will incorporate both underground and above ground drainage systems with an outfall into the existing detention pond outside the boundary of the Project on the Southwest side of the Project, with surface drainage on the remaining portion of the Project being directed to the existing storm drainage along . Electrical services, cable television, internet and telephone services will be installed underground. These facilities will be maintained by the property owner(s) and the utility companies providing services. Water and Sewer facilities will be dedicated to the City. Landscaping, lighting and pavers, whether within the Public Right-of-Way or within the common areas of the Project, will be maintained by the property owner(s), in keeping with design and maintenance standards established by the Developer, and together with any private roadways, parking areas, walkways, open spaces, common areas, buildings and other features of the Project.

The Developer, prior to conveyance of any portion of the Project, will provide for the maintenance and control of the Project, including any roadways, pathways, driveways, open spaces, common areas, parking areas and common walls by restrictive covenants recorded in the public records of Horry County, South Carolina and applicable to the Project. In addition, the Developer may establish rules and regulations from time to time, governing the residents occupying the buildings

within the Project, which would be comparable to rules and regulations established in other high quality townhome communities within the City.

RECREATIONAL AMENITIES

The Project is both located and designed to take advantage of the existing golf facilities, and to provide a golf experience for the potential home purchaser. In much the same manner as the previously approved hotel, restaurant and condominium project, the Project is anticipated to attract golf enthusiasts, both as owners and visitors. To that end, each home will include a golf membership provided golf and amenity privileges for residents and guests at both the Three (3) public golf courses, as well as the private Dye Club facilities, which include a swimming pool, spa and dining options.

DIMENSIONAL STANDARDS

The following dimensional standards will apply to the Project:

RESIDENTIAL USES AND DEVELOPMENT REGULATIONS

Proposed Use	Minimum Site Area	Front	Setbacks Side	Rear	Max Height	Imp. Surface Ratio	Min. Lot Width	Minimum Bldg. Separation
Single Family Medium Density	1,800 SF	15’*	0’	10’	35’	N/A	20’	20’ Minimum Building Setback from Side Property Line is 10’

*All required parking shall be located not less than Nineteen (19’) feet from the Public Right-of-Way or any sidewalk located within any easement adjoining the Private Right-of-Way, whichever is closer to the building located on the Lot. Privacy walls are allowed within the setbacks.

BUILDING MATERIALS AND LANDSCAPE MATERIALS

The Developer has chosen both building materials and landscape materials intended to reinforce the South Carolina Lowcountry image of the Project, while being highly compatible with both pedestrian and vehicular traffic, as well as being sustainable in light of periodically intense use. The Building Materials List is included as **Exhibit “E”**, in an Exhibit Supplement submitted with this Amendment, together with the Building Elevations and a palette of acceptable colors for walls, included as **Exhibit “G”**, in the same Exhibit Supplement. The Landscape Materials List is included as **Exhibit “F”**, in the Exhibit Supplement submitted with this Amendment.

DIRECTIONAL SIGNAGE AND LIGHTING

Directional signage will be consistent, in both its material, coloring and numbering schemes. The size, location and content will consistent with the signage ordinances of the City, with

representative depictions of the Project signage, including building signage, directional signage and monument signage included as **Exhibit “H”**, in an Exhibit Supplement submitted with this Amendment. Lighting will be in keeping with the existing lighting within the PDD, together with landscape lighting and signage lighting as depicted on **Exhibit “I”**, also including in an Exhibit Supplement submitted with this Amendment.

In addition, the Project will include Two (2) freestanding Monument signs, one on the northernmost entry to the Project, and one on the southernmost entry to the Project, each having signage on the front facing Barefoot Resort Bridge Road. Such monument signs shall be used only for the Project and not for other off-premises advertising. Each building shall be numbered for Emergency Services identification purposes, on the building side facing the Public Right-of-Way, and a number installed on each subdivided attached fee simple townhome facing the Public Right-of-Way also for Emergency Services purposes.

PUBLIC BENEFIT

1. **Additional Amendments.** As a condition to the approval of the PDD, the City, the Landowner and the Developer have agreed that certain additional amendments to the Development Agreement, which include the following:

- A. **Landowner and Developer** specifically covenant and agree not to subject the Subject Property to a conservation easement or other restrictive covenant, whereby any portion of the Subject Property shown on the approved Master Plan included in the PDD is restricted for future development of such portion of the Subject Property, the same shall also constitute a default hereunder, provided that, for purposes of this Agreement any conveyance to any homeowners association having jurisdiction over any portion of the Subject Property shall not be deemed such an easement or restriction, and shall not constitute a default.
- B. Landowner and Developer agree that the minimum term of any rental agreement for residential units constructed upon the Subject Property shall be Six (6) months, provided that following any such initial Six (6) month period, residential leases may be extended for periods of less than Six (6) months to the same tenant, provided such extensions are for successive periods of not less than Thirty (30) days. No sub-lease or assignment shall be permitted which would result in a party occupying a residential unit for a period of less than Six (6) months, the express intent of this provision being to prohibit short-term and/or overnight rentals.
- C. The City and the Landowner that, in lieu of the conveyance of any portion of the Subject Property by the Landowner to the City, the Landowner and the City agree instead to a fee-in-lieu of conveyance, providing the funds necessary to allow the City to expand its existing parks (the “**Park Enhancement Fee**”). The Park Enhancement Fee shall be in an amount equal to the greater of (i) Two Hundred and No/100 (\$200.00) Dollars for each separate residential unit constructed on the Subject Property in accordance with the Master Plan; or (ii) Eleven Thousand and No/100 (\$11,000.00) Dollars in the aggregate, in the event the number of separate residential units constructed on the Subject Property in accordance with the approved Master Plan is less than Fifty Five (55), in total. The Park

Enhancement Fee shall be due and payable at the time of the issuance of a building permit for such residential unit constructed on the Subject Property. The imposition of the Park Enhancement Fee applicable to the Subject Property shall thereafter apply only to the Subject Property, and not to any other portion of the Land, and shall constitute a portion of the public benefit negotiated by the Landowner, the Developer and the City as a part of the PDD Amendment.

- D. The City and the Landowner further acknowledge that the conversion of the Subject Property from commercial space to residential units will increase the demand for beach access and services to be provided by the City, including, but not limited to beach access parking. In lieu of the Landowner being required to make provisions for beach access parking for the residents of the Subject Property, the Landowner, and Developer, if Developer is successor in title to Landowner, agree to pay to the City, for such residential properties to be constructed on the Subject Property, a fee-in-lieu of providing beach access parking. Such fee-in-lieu shall be used by the City to expand its existing and future beach access parking (the “***Beach Access Parking Fee***”). The Park Enhancement Fee shall be in an amount equal to the greater of (i) One Thousand One Hundred and No/100 (\$1,100.00) Dollars for each separate residential unit constructed on the Subject Property, in accordance with the Master Plan; or (ii) Sixty Thousand Five Hundred and No/100 (\$60,500.00) Dollars in the aggregate, in the event the number of separate residential units constructed on the Subject Property in accordance with the approved Master Plan is less than Fifty Five (55) in total. The Beach Access Parking Fee shall be due and payable at the time of the issuance of a building permit for such residential unit constructed on the Subject Property. The imposition of the Beach Access Parking Fee applicable to the Subject Property shall thereafter apply only to the Subject Property, and not to any other portion of the Land, and shall constitute a portion of the public benefit negotiated by the Landowner, the Developer and the City as a part of the PDD Amendment.
- E. The City and a predecessor in title to Landowner entered into that certain instrument entitled “Minor Amendments to the Modification to Development Agreement dated August 1, 2003 and The Sewer and Water Extension Agreement dated August 2, 2003” (the “***Prior Amendment***”), which Prior Amendment provides, among other things for fees as follows: (a) Police/Fire Substation Fee in an amount equal to Four Hundred Fifty and No/100 (\$450.00) Dollars per Density Unit (the “***Fire Station Fee***”); (b) a Water Extension Fee in an amount equal to Five Hundred and No/100 (\$500.00) Dollars per Density Unit (the “***Water Extension Fee***”); and (c) a Sewer Extension Fee in an amount equal to One Hundred Seventy Five and No/100 (\$175.00) Dollars per Density Unit (the “***Sewer Extension Fee***”). Landowner and Developer acknowledge and agree that the Fire Station Fee, the Water Extension Fee and the Sewer Extension Fee are and shall remain applicable to the Subject Property, and that, for purposes of this PDD Amendment, Density Unit shall be deemed equivalent to the residential units otherwise described herein.

AMENDMENT AND ENFORCEMENT

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

Exhibits: **SEE SEPARATE EXHIBIT SUPPLEMENT, WHICH INCLUDES THE FOLLOWING EXHIBITS:**

- | | |
|--------------------|--|
| Exhibit “A” | Boundary Survey |
| Exhibit “B” | Site Plan |
| Exhibit “C” | Development Phasing Plan |
| Exhibit “D” | Public Right-of-Way Cross Section |
| Exhibit “E” | Building Materials List |
| Exhibit “F” | Landscape Plan and Landscape Materials List |
| Exhibit “G” | Building Elevations and Color Palette |
| Exhibit “H” | Representative Signage Photographs |
| Exhibit “I” | Typical Lighting Fixtures |

P:\21114 - PULTE - BAREFOOT TOWNS\DESIGN\DRAWINGS\EXHIBITS\21114 2021 08-4 OVERALL LAND PLAN LOT COUNT EXHIBIT.DWG 8/9/2021 3:27 PM



DEVELOPMENT RESOURCE GROUP, LLC
4703 OLEANDER DRIVE
MYRTLE BEACH, SC 29577
843-839-3350 | DRGPLLC.COM



PIN: 390-00-00-0239
TMS: 155-00-01-087
Current Owner
Horry County
South Carolina
D.B. 2305 Pg. 1265

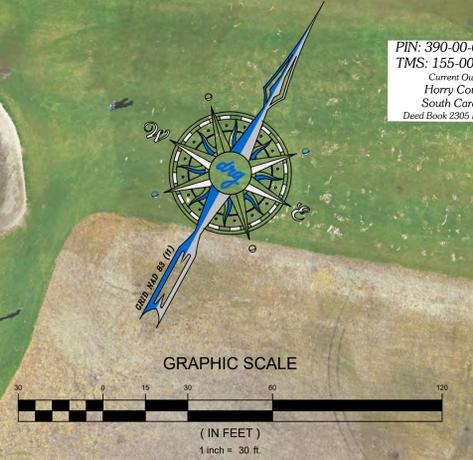
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TMS: 155-00-01-087
Current Owner
Horry County
South Carolina
Deed Book 2305 Page 1265

PIN: 390-04-02-0002
TMS: 155-00-01-109
Current Owner
BRGC, LLC
Deed Book 3331 Page 1351

SITE DETAILS

TOTAL SITE AREA = 4.76 ACRES
OF MULTI - FAMILY LOTS = 57 RESIDENTIAL LOTS
DENSITY = 12 UNITS/ACRE

- = LOTS
- = OPEN SPACE/ COMMON AREA
- = MULTI - FAMILY UNITS
- = ROADWAY
- = ROW
- = DRIVEWAY
- = SIDEWALK

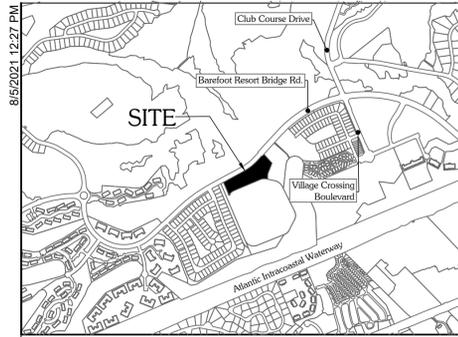


OVERALL LAND PLAN EXHIBIT
BAREFOOT TOWNS (PULTE)

JOB NO:	21.114
SCALE:	1" = 30'
DRAWN BY:	PJC
CHECKED BY:	JCP
DATE:	8/4/2021
EXHIBIT NUMBER:	

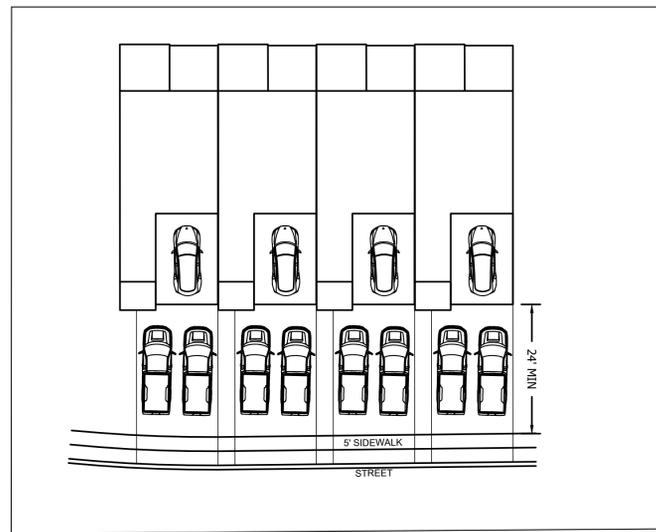
OLP

P:21114 - PULTE - BAREFOOT TOWNSHOMES EXHIBIT 151 - 2021-08-04 SITE PLAN EXHIBIT.DWG



~ VICINITY MAP N.T.S. ~

TOTAL - SUBDIVISION DATA		
TOTAL TRACT	4.76 acres	207,444.60 sf.
TOTAL RIGHT OF WAY	0.97 acres	42,253.00 sf.
TOTAL OPEN SPACE	0.35 acres	15,246.00 sf.
TOTAL PRIVATE LOTS	3.44 acres	149,846.00 sf.
TOTAL LINEAR FEET OF PRIVATE STREETS		
ROAD A	1,014.21 lf.	
ROAD B	121.82 lf.	
ROAD C	755.77 lf.	
ROAD D	136.62 lf.	
TOTAL # OF LOTS		
SMALLEST LOT (#29 thru 32)	57	1,875 sqft
LARGEST LOT (#40)	57	4,666 sqft
PARKING REQUIRED		
2 SPACES / UNIT	114	
PARKING PROVIDED		
2 DRIVEWAY SPACES / UNIT	114	
1 GARAGE SPACE / UNIT	57	
6 ON STREET SPACES	6	
TOTAL PARKING PROVIDED	177	



PARKING EXHIBIT



PIN: 390-00-00-0239
TMS: 155-00-01-087
Current Owner
Horry County
South Carolina
Deed Book 2305 Page 1265
Plat Book 172 Page 99

PIN: 390-04-02-0002
TMS: 155-00-01-109
Current Owner
BRCC, LLC
Deed Book 3331 Page 1351

LEGEND	
○	IRON PIPE FOUND
●	IRON PIPE SET
C/A	COMMON AREA
G	GARAGE
S	SCREENED PORCH



GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.

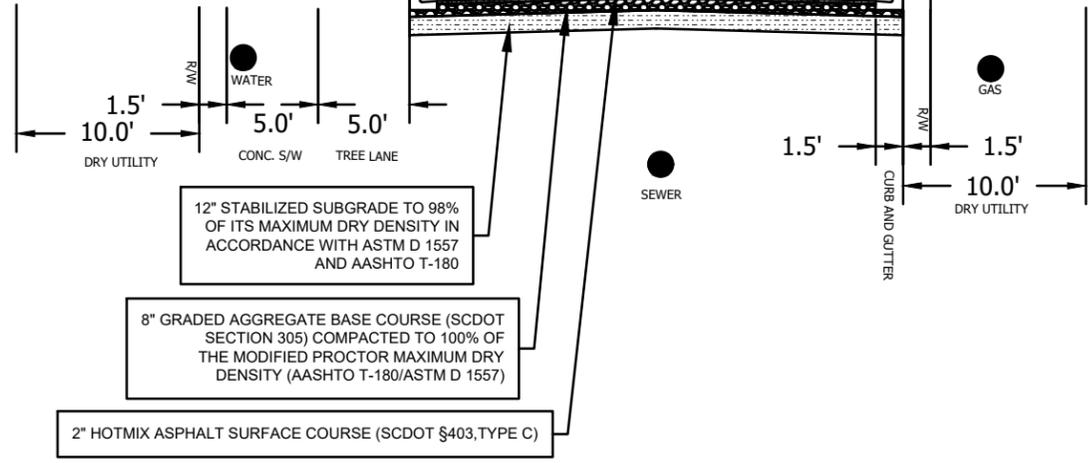
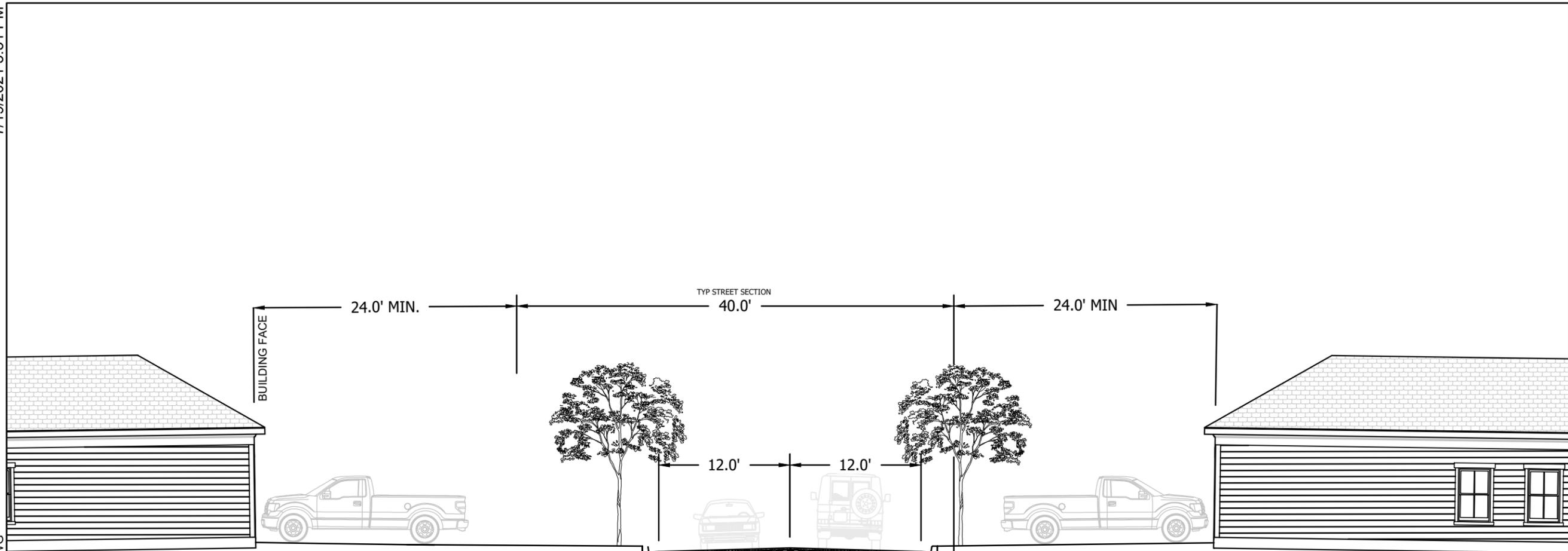


DEVELOPMENT RESOURCE GROUP, LLC
4703 OLEANDER DRIVE
MYRTLE BEACH, SC 29577
843-839-3350 | DRGPLLC.COM

SITE PLAN EXHIBIT
BAREFOOT TOWNHOMES

JOB NO:	21114
SCALE:	1" = 30'
DRAWN BY:	JCP
CHECKED BY:	JCP
DATE:	8/4/2021
EXHIBIT NUMBER:	

SP



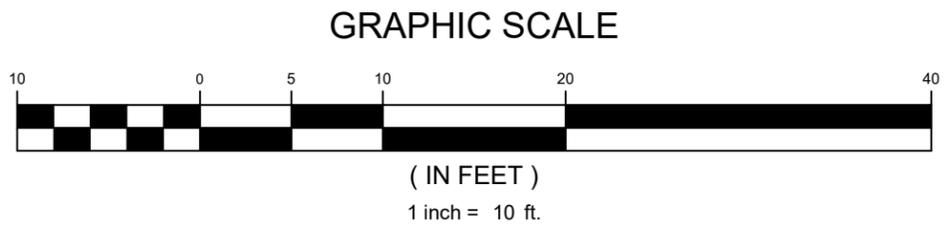
DEVELOPMENT RESOURCE GROUP, LLC
 4703 OLEANDER DRIVE
 MYRTLE BEACH, SC 29577
 843-839-3350 | DRGPLLC.COM



BAREFOOT TOWNHOMES
PUBLIC RIGHT-OF-WAY
CROSS SECTION

JOB NO: 21114
 SCALE: 1:10_XREF
 DRAWN BY: BJD
 CHECKED BY: JCP
 DATE: 8/09/21
 EXHIBIT NUMBER:

EX-D





Home Pattern Book

Barefoot Townhomes PDD - Pulte Home Company LLC

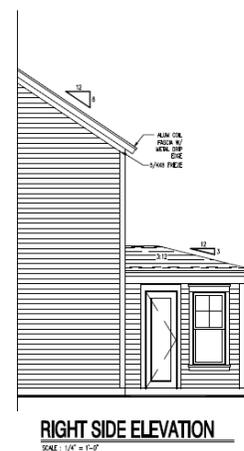
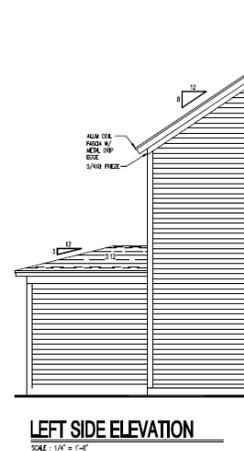
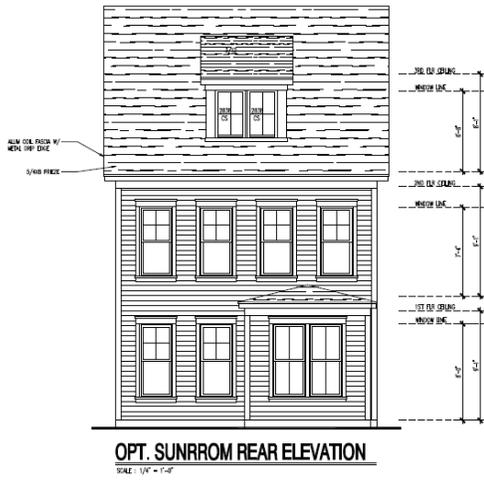
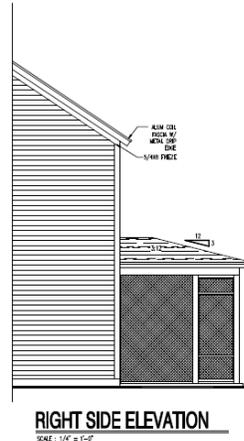
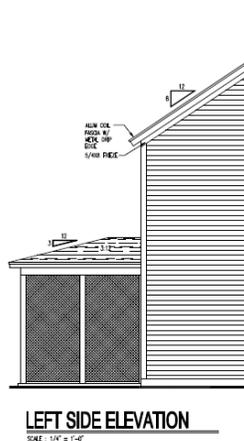
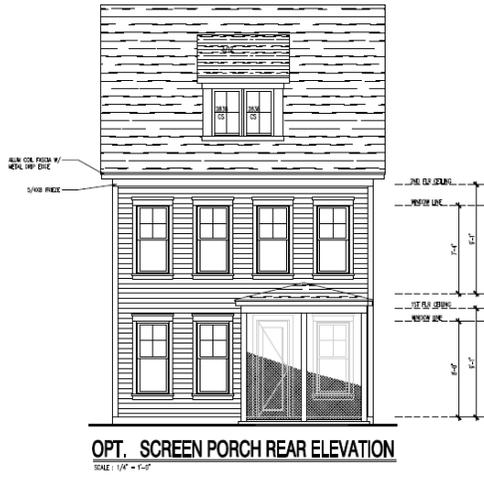
Home Plans and Styles

The photographs and renderings presented in this book are representative of the size, type and style of homes to be built in Barefoot Townhomes. These images represent only a sample of the product portfolio; please see the Home Plan Supplement (included as a separate appendix) for all home plans and styles. As long as the builders home plans are within a similar architectural style, the plans are deemed approved.



Material Diagram

Rear Elevation Options for Barefoot Towns



Landscape Materials List:

Additional non-invasive species readily available and adapted to the region are also accepted.

1. Trees

Large Trees

Southern Live Oak
Wynstar Willow Oak
Laurel Oak
Shumard Oak
White Oak
Chinese Elm
Chinese Chestnut
D.D. Blanchard Southern Magnolia
Savannah Holly
Sycamore

Small Trees

Chaste Tree
Catawba Crape Myrtle
Natchez Crape Myrtle
Tonto Crape Myrtle
Eastern Redbud
Sabal Palmetto
Nellie Stevens Holly
Pindo Palm
Loquat

2. Shrubs

Large Shrubs

Pittosporum
Formosa Azalea
Japanese Ligustrum
Chindo Sweet Viburnum
Sandankwa Viburnum
Moonlit Lace Viburnum
Loropetalum
Japanese Camellia
Oleander

Small Shrubs

Encore Azalea Sp.
Gardenia
Dwarf Palmetto
Dwarf Yaupon Holly
European Fan Palm

Oakleaf Hydrangea
Nikko Blue Hydrangea
Glossy Abelia
Dwarf Pittosporum
Dwarf White Oleander
Black Knight Butterfly Bush
White Profusion Butterfly Bush
Yew Podocarpus

3. Ornamental Grasses

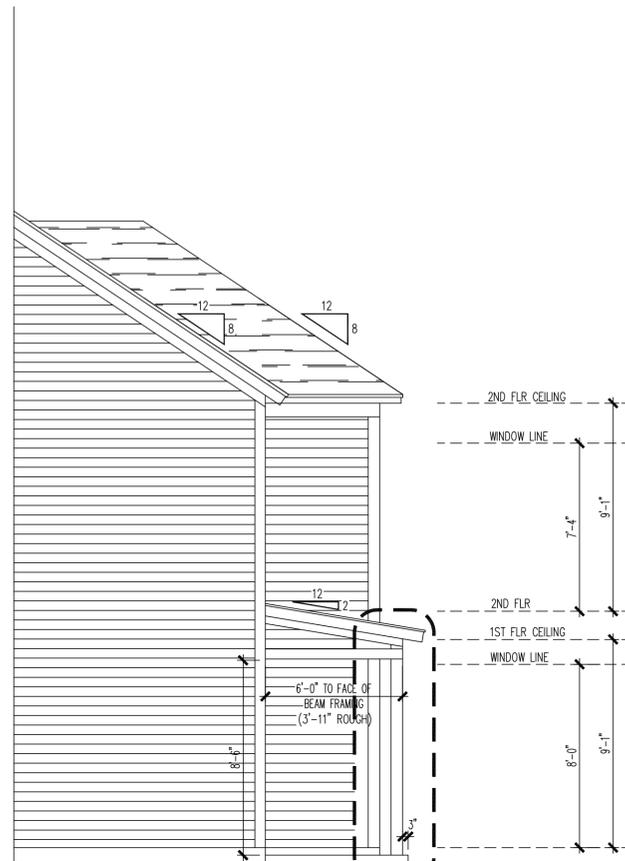
Gulf Muhly Grass
Sand Cordgrass
Fakahatchee Grass
Dwarf Fountain Grass

4. Ground Cover

Variegated Flax Lily
Japanese Plum Yew
Emerald Goddess Liriope
Asian Star Jasmine
Agapanthus
African Iris

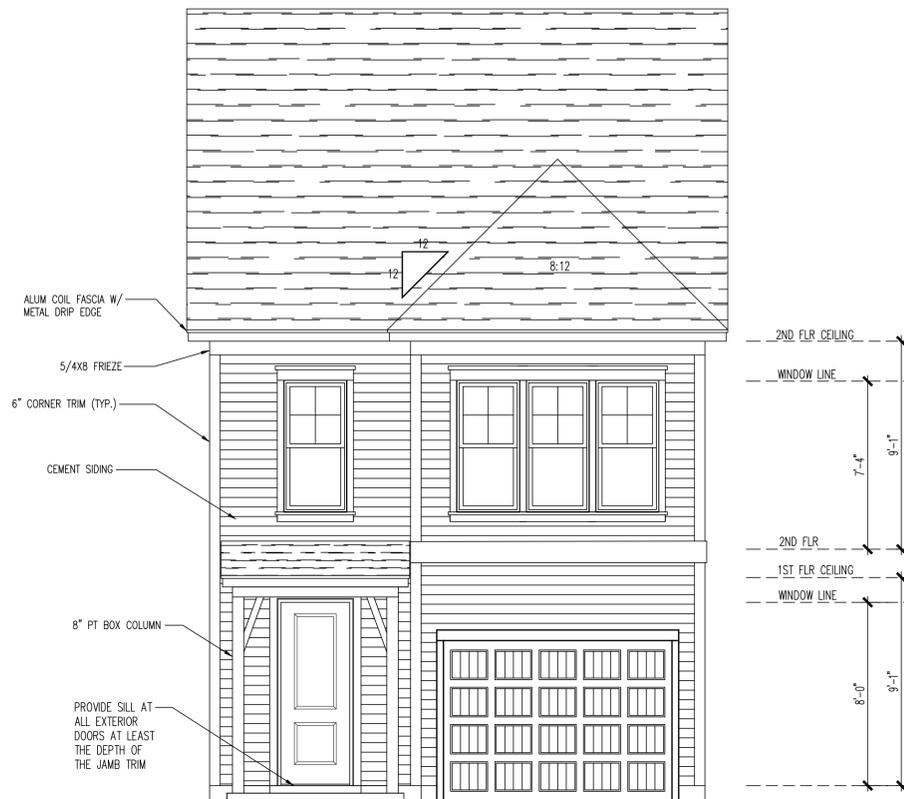
5. Sod

Bermudagrass
Centipedegrass



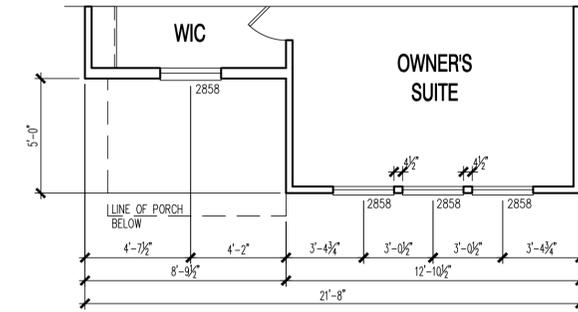
LEFT SIDE ELEVATION

SCALE : 1/4" = 1'-0"



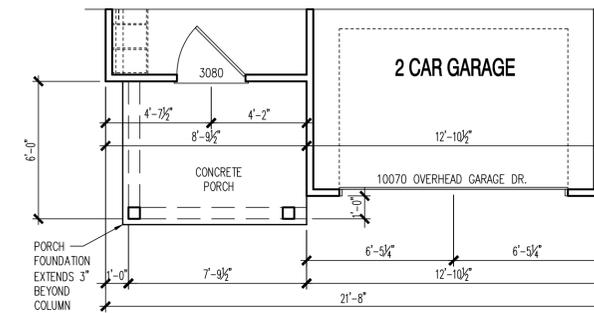
FRONT ELEVATION "2"

SCALE : 1/4" = 1'-0"



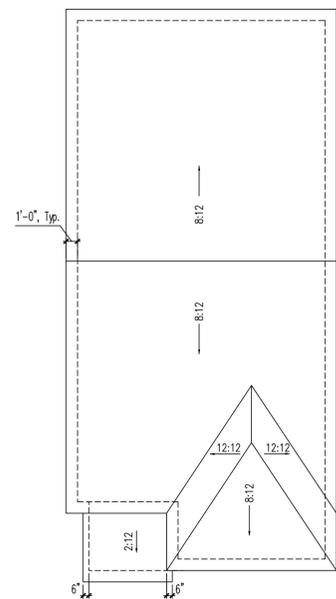
PARTIAL SECOND FLOOR PLAN

SCALE : 1/4" = 1'-0"



PARTIAL FIRST FLOOR PLAN

SCALE : 1/4" = 1'-0"



ROOF PLAN

SCALE : 1/16" = 1'-0"

PRODUCTION MANAGER	ACKLEY
CURRENT RELEASE DATE:	4
REV #	DATE / DESC
△	9-24-18
△	
△	
△	
△	
△	
△	
△	

PROJECT TYPE	MULTIFAM
COMMUNITY NAME	SOUTHEAST AREA
LAWSON COMMUNITY ID	
GARAGE HANDING	
SPECIFICATION LEVEL	P1, P2
PLAN NAME	BYRN
NPC PLAN NUMBER	
LAWSON PLAN ID	
LEGACY PLAN NUMBER	same as cu
SHEET	3.2

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS



LEFT SIDE ELEVATION

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



RIGHT SIDE ELEVATION

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



The BYRNES
SIDE ELEVATIONS

REV #	DATE / DESCRIPTION
1	4-21-17
2	9-24-18
3	
4	
5	
6	
7	
8	
9	
10	

PRODUCTION MANAGER
ACKLEY

CURRENT RELEASE DATE: 4-21-17

REV # / DATE / DESCRIPTION

9-24-18

PROJECT TYPE
MULTIFAMILY

COMMUNITY NAME
SOUTHEAST AREA SET

LAWSON COMMUNITY ID
-

GARAGE HANDING

SPECIFICATION LEVEL
P1, P2

PLAN NAME
BYRNES

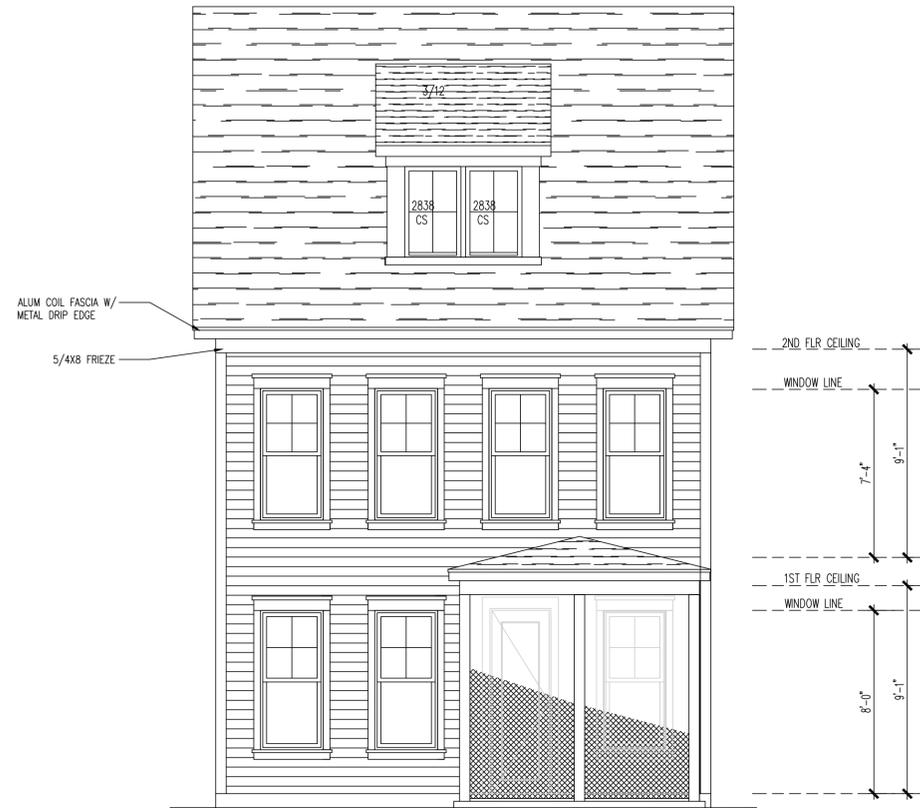
NPC PLAN NUMBER
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LAWSON PLAN ID

LEGACY PLAN NUMBER / NAME
same as current

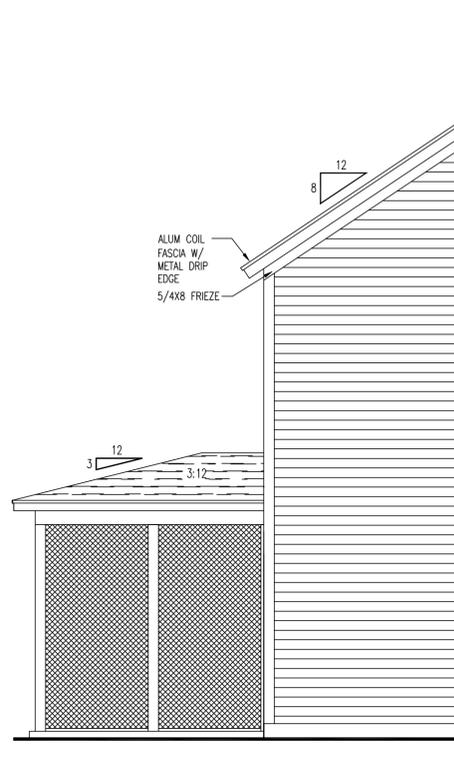
SHEET
3.SR

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS IS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS



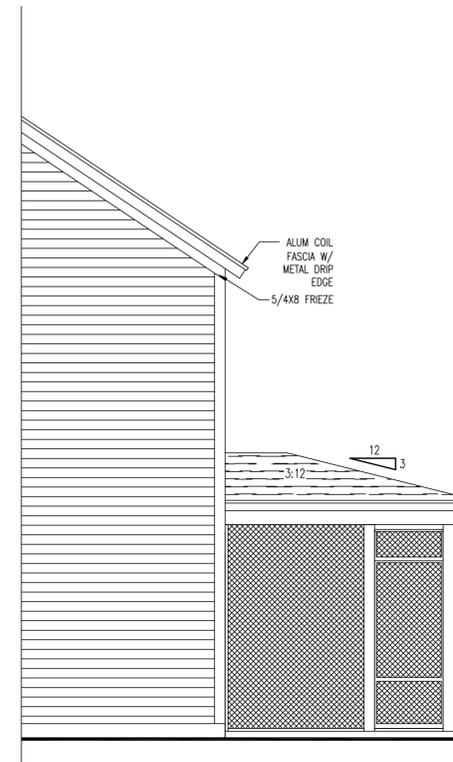
OPT. SCREEN PORCH REAR ELEVATION

SCALE : 1/4" = 1'-0"



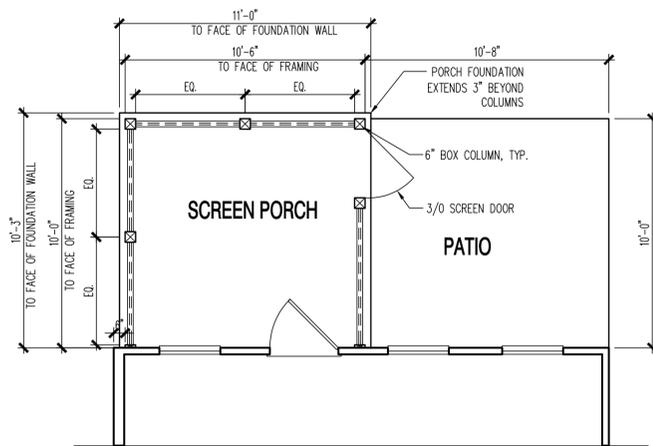
LEFT SIDE ELEVATION

SCALE : 1/4" = 1'-0"



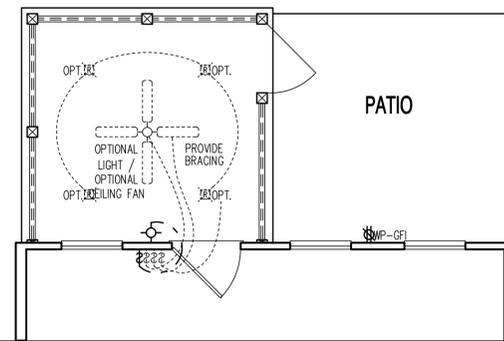
RIGHT SIDE ELEVATION

SCALE : 1/4" = 1'-0"



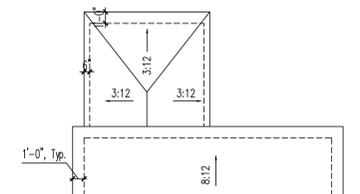
OPT. SCREEN PORCH FLOOR PLAN

SCALE : 1/4" = 1'-0"



OPT. SCREEN PORCH ELECTRICAL PLAN

SCALE : 1/4" = 1'-0"



PARTIAL ROOF PLAN

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

REV #	DATE / DESCRIPTION
1	4-21-17
2	9-24-18
3	
4	
5	
6	
7	
8	
9	
10	

PRODUCTION MANAGER
ACKLEY

PROJECT TYPE
MULTIFAMILY

COMMUNITY NAME
SOUTHEAST AREA SET

GARAGE HANDING

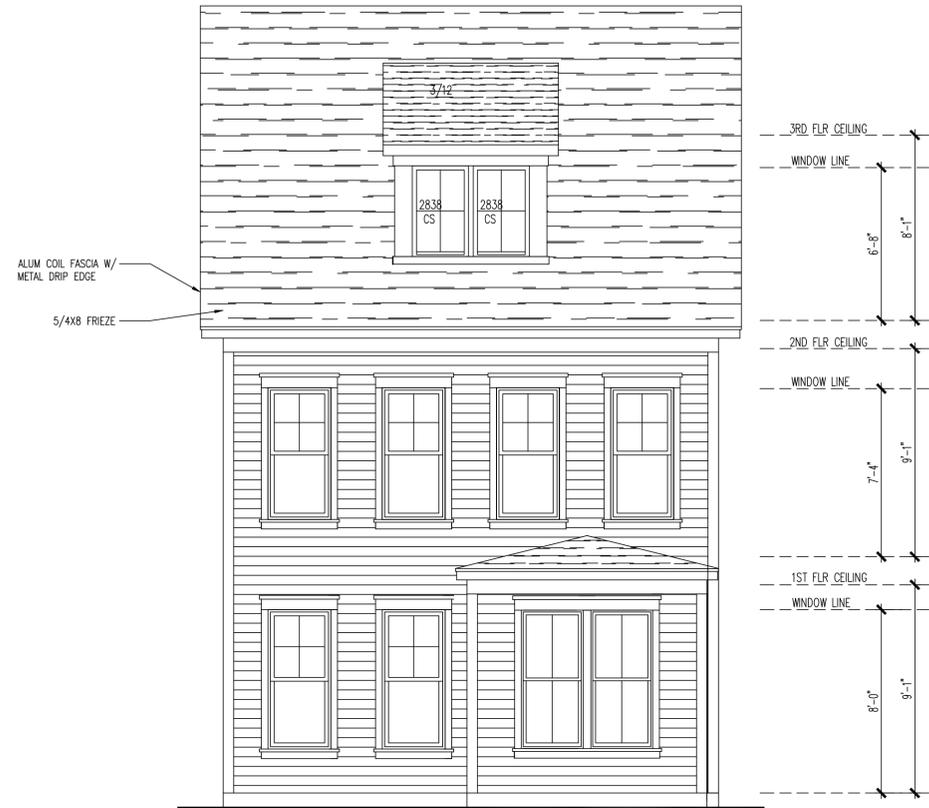
SPECIFICATION LEVEL
P1, P2

PLAN NAME
BYRNES

LEGACY PLAN NUMBER / NAME
same as current

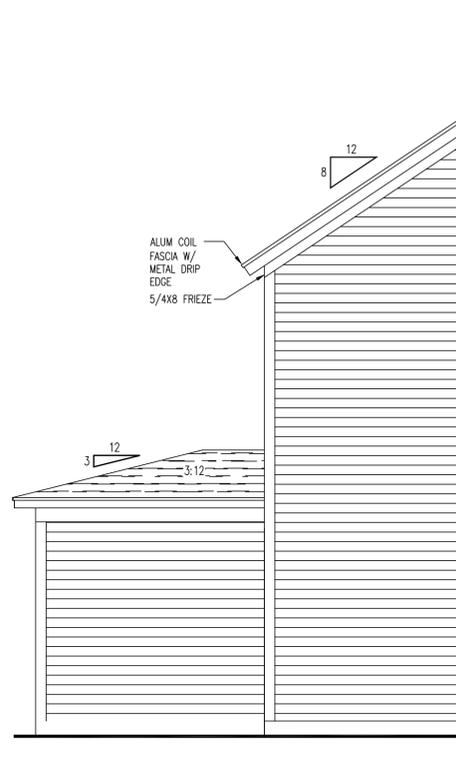
SHEET
2.4

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS



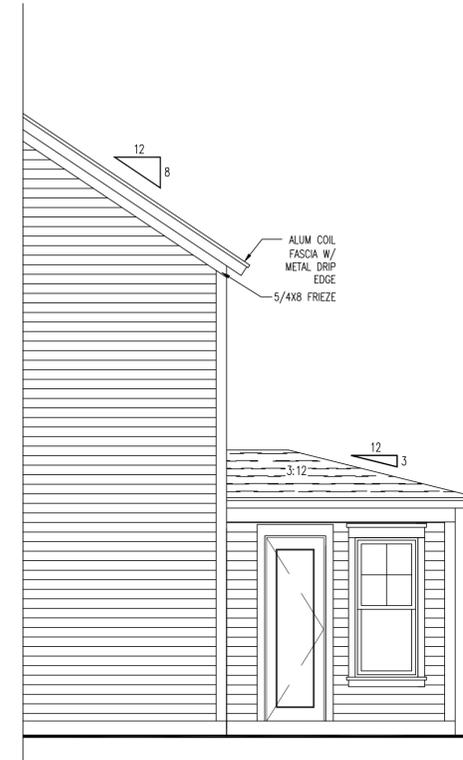
OPT. SUNROOM REAR ELEVATION

SCALE : 1/4" = 1'-0"



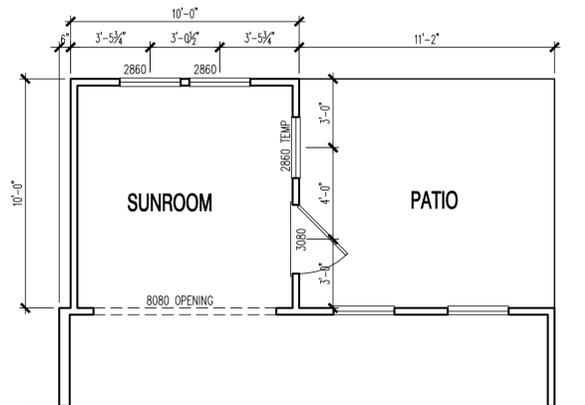
LEFT SIDE ELEVATION

SCALE : 1/4" = 1'-0"



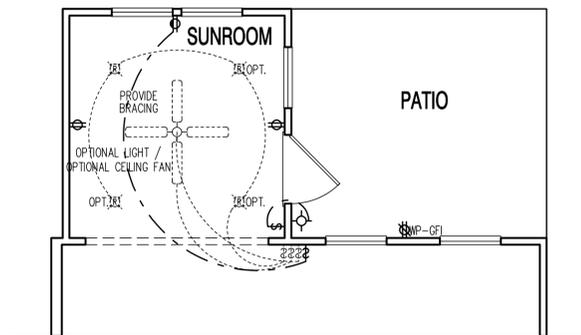
RIGHT SIDE ELEVATION

SCALE : 1/4" = 1'-0"



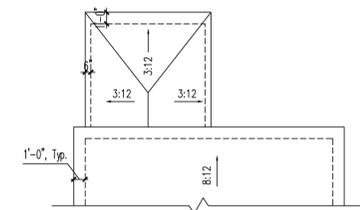
OPT. SUNROOM FLOOR PLAN

SCALE : 1/4" = 1'-0"



OPT. SUNROOM ELECTRICAL PLAN

SCALE : 1/4" = 1'-0"



PARTIAL ROOF PLAN

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

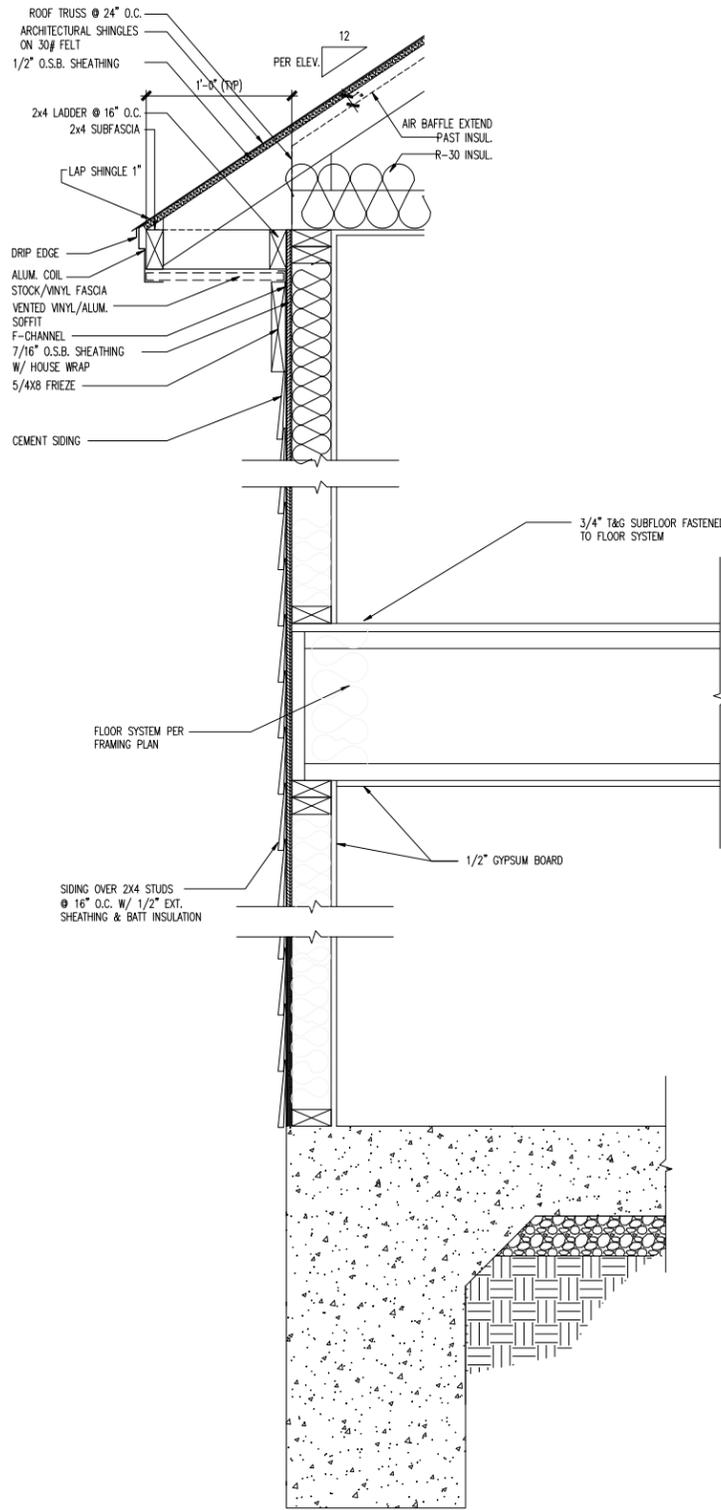


The BYRNES
OPTIONAL SCREEN PORCH @ REAR PORCH

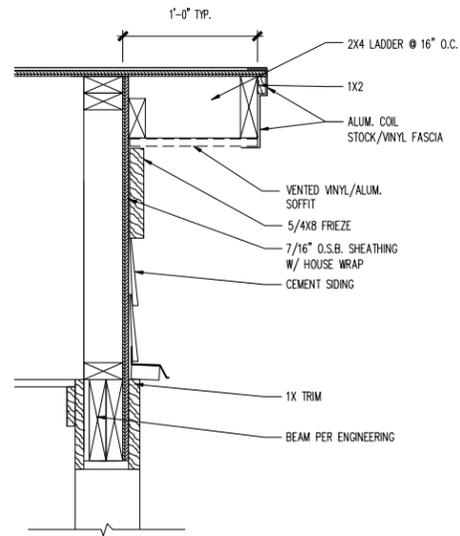
REV #	DATE / DESCRIPTION
1	4-21-17
2	9-24-18
3	
4	
5	
6	
7	
8	
9	
10	

PRODUCTION MANAGER	ACKLEY
CURRENT RELEASE DATE:	4-21-17
PROJECT TYPE	MULTIFAMILY
COMMUNITY NAME	SOUTHEAST AREA SET
LAWSON COMMUNITY ID	
GARAGE HANDING	
SPECIFICATION LEVEL	P1, P2
PLAN NAME	BYRNES
NPC PLAN NUMBER	
LAWSON PLAN ID	
LEGACY PLAN NUMBER / NAME	same as current

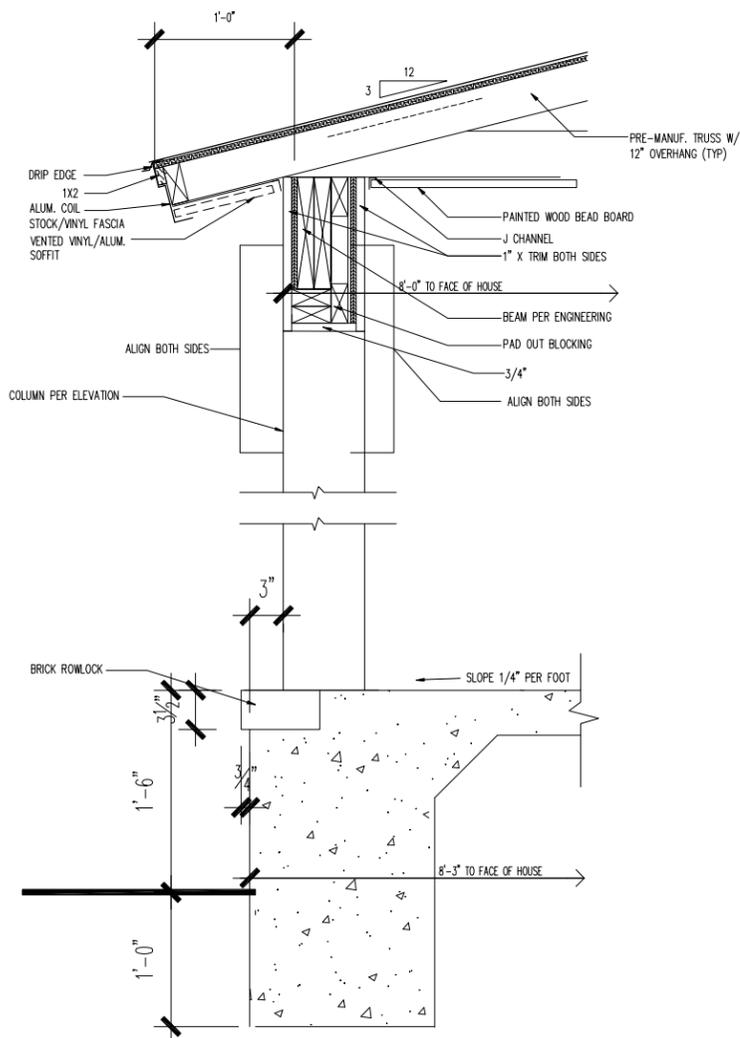
SouthEast Area
 2475 Northwinds Pkwy. Suite 525
 Alpharetta, GA 30009 (770) 381-3450



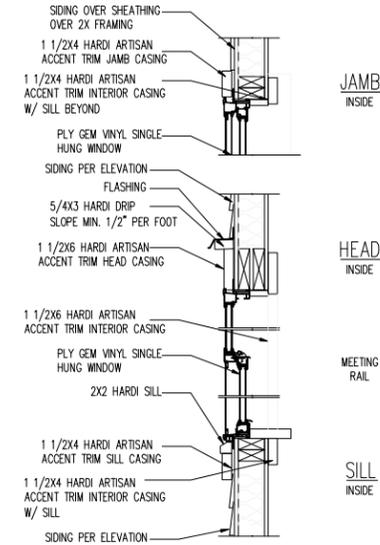
TYP. ALL SECTION
SCALE: 3/4" = 1'-0"



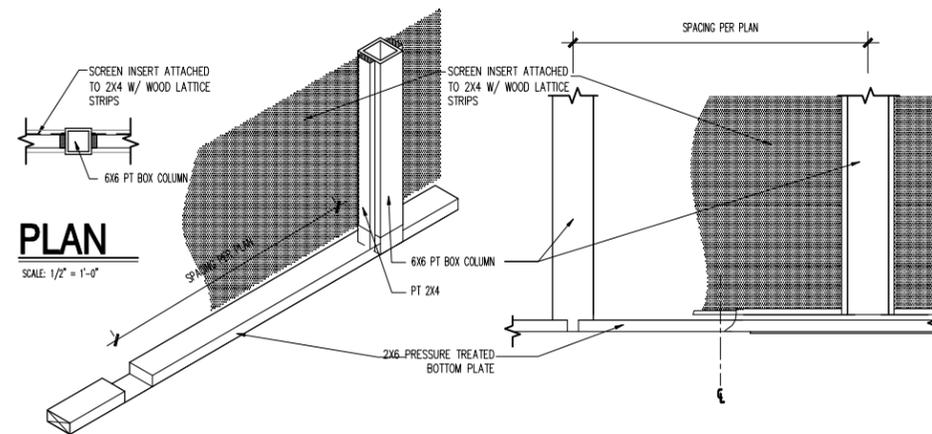
PORCH RAPE DETAIL
SCALE: 3/4" = 1'-0"



TYP. PORCH DETAILS
SCALE: 1 1/2" = 1'-0"



TYP. INDOOR DETAIL
SCALE: 1/2" = 1'-0"



SCREENED PORCH DETAILS
SCALE: 1/2" = 1'-0"

PRODUCTION MANAGER	ACKLEY
RELEASE DATE	4-21-17
REV #	DATE / DESCRIPTION
1	9-24-18
2	
3	
4	
5	
6	
7	
8	
9	
10	

PROJECT TYPE
MULTIFAMILY

COMMUNITY NAME
SOUTHEAST AREA SET
LAWSON COMMUNITY ID

GARAGE HANDING

SPECIFICATION LEVEL
P1, P2

PLAN NAME
BYRNES
NPC PLAN NUMBER
LAWSON PLAN ID

LEGACY PLAN NUMBER / NAME
same as current

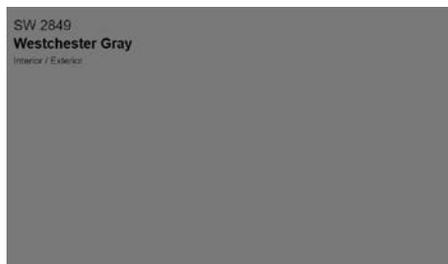
SHEET
4.1

Color Schemes for Barefoot Towns

Barefoot Townhomes											
No.	Siding & Shake (per elevation)	Trim everywhere	Aluminum Fascia	Vinyl Soffit	Windows	Garage Door	Front Door, Shutters (per plan)	Gutters - per option selection	Metal Roof	Roof Shingles	Picture Frame Screen Porch Panels (Metal)
	Sherwin Williams	Sherwin Williams	Alside	Alside	Plygem	Clipay	Sherwin Williams	Mastic	SV	Tamko	Metal
1	Westchester Gray	Chelsea Gray	Castle Gray	Cape Cod	White	Chelsea Gray	Distance	Gray	Galvalume - aluminum	Driftwood	Bronze
2	Charleston White	Chelsea Gray	Castle Gray	Cape Cod	White	Chelsea Gray	Distance	Gray	Galvalume - aluminum	Driftwood	Bronze
3	Argos	Charleston White	White	White	White	White	Naval	White	Galvalume - aluminum	Driftwood	Bronze
4	Coopers Basin	Charleston White	White	White	White	White	Naval	White	Galvalume - aluminum	Driftwood	Bronze

Color Selections for Barefoot Towns

Additional colors in same color families are acceptable for substitution based on owner selection and market availability.



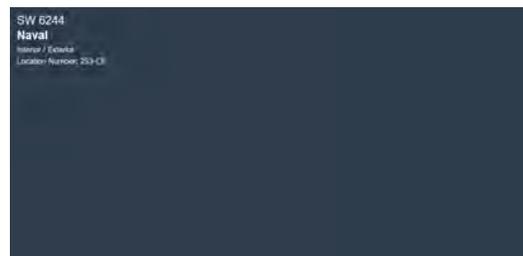
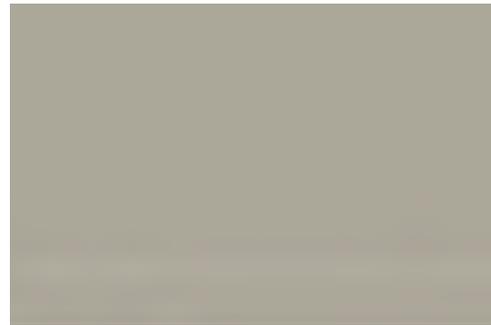
Match of Alcoa™ 5MA97743 Castle Gray *

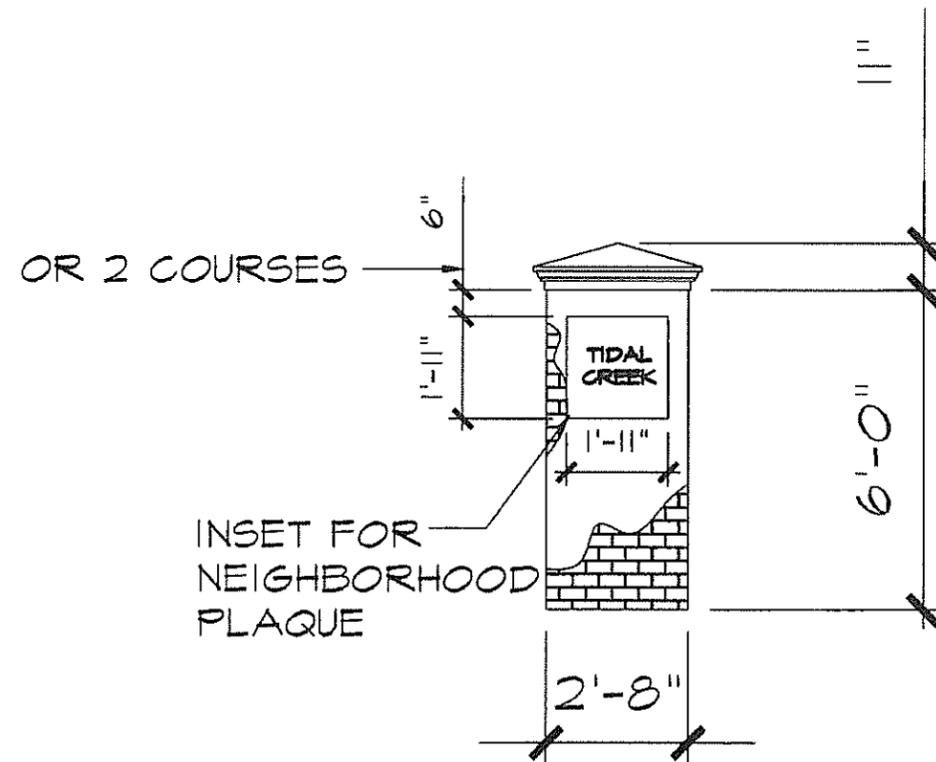
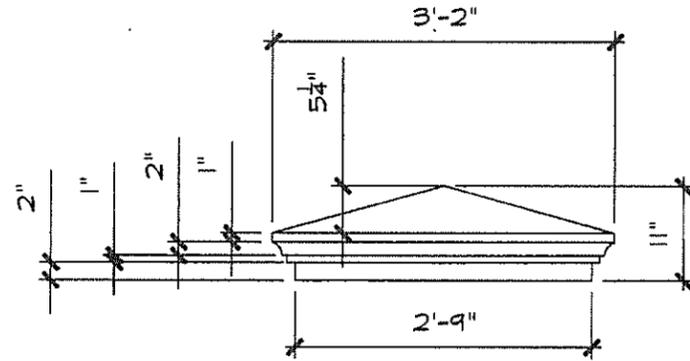
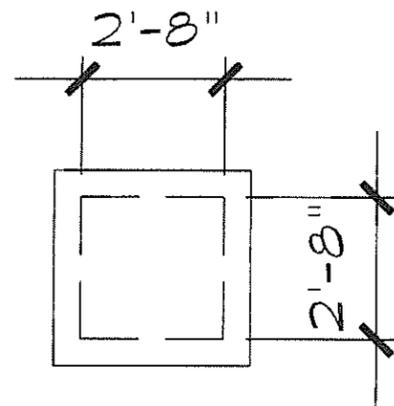


Match of Duron™ DCR100 (2) Charleston White *

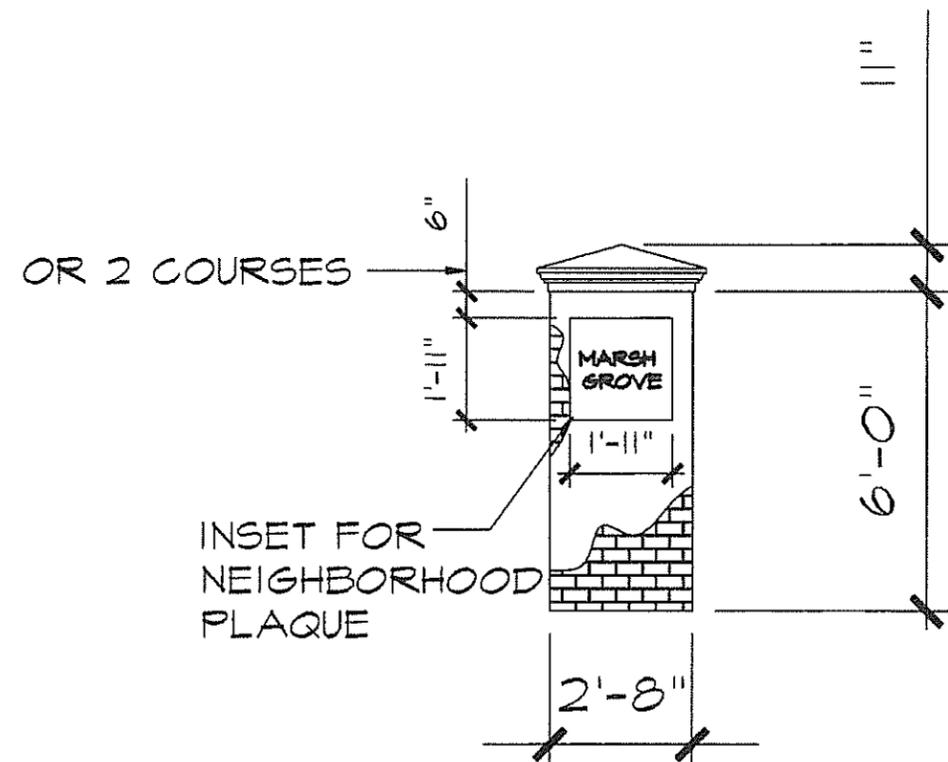


Match of Duron™ DCR071 Cooper's Basin *





FRONT



REAR



Centex Homes expressly reserves its common law copyright and other property rights in these plans. These plans are not to be reproduced, changed, elevation: 0/0/1

DO NOT SCALE. NO FOR DIMENSIONS NOT TO BE USED FOR CONSTRUCTION.

revisions:
date: 12/23/09
designed by:
drawn by: CENTEX
checked by:
date: 1/1/10

sheet:

HERITAGE LED COLLECTION - *Recommended Uses*

Lighting Application			
	Kingston	Lexington	Washington
Residential Security			
Streets	■	■	■
Roadways			
Parking Lots - Small commercial	■	■	■
Parking Lots - Large commercial			■
Auto Sales Lots			
Commercial Security			
Walkways	■	■	
Works with Overhead Electric Service			
Works with Underground Electric Service	■	■	■
Decorative	■	■	■

THE HERITAGE LED COLLECTION

Fixture Type	Description	Wattage and Type	Lumens	Area of Illumination	Monthly Charge
	The Kingston Octagonal-style with a contemporary flare. Used for streetscapes, walkways, residential communities and retail store parking lots. Combine with a decorative 14' pole from The Heritage Collection.	100W LED T3	6,100	65' x 115'	\$19.48
	The Lexington The simple elegance of an Acorn-style. Used for streetscapes, walkways, residential communities and retail store parking lots. Combine with a decorative 14' pole from The Heritage Collection.	80W LED T3	9,303	65 x 115'	\$13.57
	The Washington Large acorn-style. Used for streetscapes and retail store parking lots. Combine with a decorative 14' pole from The Heritage Collection.	100W LED T3	10,709	65' x 125'	\$21.69

All decorative fixtures above can be installed on double brackets.

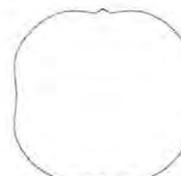
Light Distribution Types



T2



T3



T5

Prices may vary due to fuel adjustment and any applicable taxes. Prices indicated above are monthly costs including the approximate energy charge. Area of illumination refers to minimum level of approximately .25 foot-candle.

5C. FIRST PUBLIC HEARING REGARDING THE AMENDMENT TO THE DEVELOPMENT AGREEMENT ASSOCIATED WITH THE MAJOR PLANNED DEVELOPMENT DISTRICT (PDD) AMENDMENT CASE Z-21-15 AND REVISIONS TO THE BAREFOOT RESORT & GOLF PDD:

The North Myrtle Beach Planning Commission will host the first of two public hearings regarding the proposed Development Agreement Amendment associated with the major amendment to the Barefoot Resort & Golf PDD on the former Wyndham hotel site. The proposal is known as Townhomes at Barefoot Resort and is located off Barefoot Resort Bridge Road.

Mr. Robert S. Guyton:

Authorized agent for Vermex Hotels, Inc., a South Carolina limited liability company and Pulte Home Company, LLC, a Michigan limited liability company, seeks to enter into this Amended Development Agreement with the City of North Myrtle Beach for the Barefoot Resort & Golf PDD [Townhomes at Barefoot Resort] covering 4.76 acres of private property generally located off Barefoot Resort Bridge Road (identified by PIN 390-04-01-0039).

Development of the property is determined by the approved Barefoot Resort & Golf PDD [Townhomes at Barefoot Resort] consisting of not less than 55 total units and not more than 58 total units of individually subdivided townhomes at a maximum height of 35 feet in height. The master site plan governing approval of the PDD indicates a total of 58 units.

The Amended 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.
3. Landowner and developer agree not to subject the property to a conservation easement or other restrictive covenant.

FEES and PUBLIC BENEFITS

1. Landowner 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 will not be less than \$71,500.
2. Landowner agrees to continue adhering to the Sewer and Water Extension Agreement requiring \$450 per unit for fire station fees, \$500 per unit for water extension fees, and \$175 per unit for sewer extension fees.

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 Amended 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, September 20, 2021.

Both the Amended Development Agreement and the major amendment to the Barefoot Resort PDD are being reviewed and considered simultaneously by the city.

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF HORRY)

**AMENDMENT TO DEVELOPMENT
AGREEMENT FOR BAREFOOT
RESORT & GOLF PDD (Townhomes at
Barefoot Resort)**

THIS AMENDMENT TO DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into and effective as of this ____ day of _____, 2021 (the "**Effective Date**"), by and among the **CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA** (the "**City**"), a South Carolina municipal corporation, **VERMEX HOTELS LLC**, a South Carolina limited liability company (the "**Landowner**"), and **PULTE HOME COMPANY, LLC**, a Michigan limited liability company (the "**Developer**"). City, Landowner and Developer may also be referred to individually as a "**Party**" and collectively as the "**Parties**". Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the below-described Development Agreement, as hereby amended.

RECITALS:

WHEREAS, the City, Silver Carolina Development Company, L.L.C., a Delaware limited liability company, and Intracoastal Development Company, LLC, a South Carolina limited liability company entered into that certain Development Agreement, dated November 3, 1999, recorded March 22, 2000 in Deed Book 2242 at Page 0922, in the public records of Horry County, South Carolina (the "**Development Agreement**"); and

WHEREAS, Landowner is successor in title to a portion of the real property which is subject to the Development Agreement (the "**Land**"), which portion of the Land is more particularly shown on a Plat recorded in Plat Book _____ at Page _____, a miniaturized copy of which is attached hereto as **Exhibit "A"** (the "**Subject Property**"); and

WHEREAS, Developer and Landowner have reached a contractual agreement whereby Developer has the right to acquire the Subject Property; and

WHEREAS, the Parties now desire to amend said Development Agreement, in the manner set forth below.

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

1. **Term.** The term of this Agreement shall commence on the date on which this Agreement is executed by the City, the Landowner 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 no default on the part of the Landowner or the Developer has occurred (after being provided with notice and opportunity to cure as set forth below) of this Agreement, and the improvements to the Subject Property have not been completed, at the conclusion of the initial five-year term, provided no default on the part of the Landowner or the Developer has occurred hereunder, and improvement of the Subject Property has continued to be diligently pursued, the termination date of this Agreement shall be automatically extended by the City and the Landowner, or its respective

successors and assigns, including 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.

2. **Continuing Encumbrance and Obligation on the Parties.** Despite any change in ownership and/or the configuration and boundaries of the various real property subjected to the Development Agreement, and the Exhibits to the Development Agreement, except as hereby expressly amended or supplemented, the Development Agreement shall remain in full force and effect. More specifically, the obligations and provisions contained in this Agreement run with the Land, including the Subject Property and as such are obligations of the Parties as well as obligations of any subsequent transferees, purchasers, assignees or acquiring parties whether in whole or part with respect to any portion of the Land or the Subject Property relating thereto. Additionally, if any Party as well as any subsequent transferees, purchasers, assignees or acquiring parties whether in whole or part with respect to any portion of the Land or the Tracts relating thereto defaults or fails to satisfy, complete or comply with any of the provisions contained in the Development Agreement or this Agreement, it shall be considered a default by the applicable Party and handled accordingly as specifically provided for in the Development Agreement as amended by this Agreement.

3. **Amendment to Exhibit G.** **Exhibit G** attached to the Development Agreement is the Planned Development District (formerly called the Planned Unit Development), as amended, from time to time during the term of the Development Agreement (the “**PDD**”) is amended by that certain PDD Amendment entitled “The Townhomes at Barefoot Resort PDD Amendment, Development Regulations”, dated July 9, 2021 (the “**PDD Amendment**”), which PDD Amendment is applicable solely to the Subject Property, a copy of which is attached hereto as **Exhibit “G-1”**, and a miniaturized copy of the Master Plan which is a part of the PDD Amendment (the “**Master Plan**”), attached hereto as **Exhibit “H”**.

4. **Additional Amendments.** As a condition to the approval of the PDD, the City, the Landowner and the Developer have agreed that certain additional amendments to the Development Agreement, which include the following:

- A. **Landowner and Developer** specifically covenant and agree not to subject the Subject Property to a conservation easement or other restrictive covenant, whereby any portion of the Subject Property shown on the approved Master Plan included in the PDD is restricted for future development of such portion of the Subject Property, the same shall also constitute a default hereunder, provided that, for purposes of this Agreement any conveyance to any homeowners association having jurisdiction over any portion of the Subject Property shall not be deemed such an easement or restriction, and shall not constitute a default.
- B. The residential units to be constructed upon the Subject Property, pursuant to the PDD, shall be individually owned townhomes on subdivided lots, and the total number of

residential units to be constructed upon the Subject Property shall be not less than Fifty Five (55) residential units and not more than Fifty Eight (58) residential units. For purposes of calculating the Park Enhancement Fee and the Beach Access Parking Fee, each as defined below, the Subject Property shall be deemed to include the greater of (i) Fifty Five (55) residential units; or (ii) the actual number of residential units constructed upon the Subject Property. For purposes of this Agreement, a residential unit shall be deemed a separate unit, whether free-standing, or within a larger building, such that multi-unit buildings such as townhomes, as an example, would be deemed multiple residential units despite being incorporated into a single building.

- C. The City and the Landowner that, in lieu of the conveyance of any portion of the Subject Property by the Landowner to the City, the Landowner and the City agree instead to a fee-in-lieu of conveyance, providing the funds necessary to allow the City to expand its existing parks (the “***Park Enhancement Fee***”). The Park Enhancement Fee shall be in an amount equal to the greater of (i) Two Hundred and No/100 (\$200.00) Dollars for each separate residential unit constructed on the Subject Property in accordance with the Master Plan; or (ii) Eleven Thousand and No/100 (\$11,000.00) Dollars in the aggregate, in the event the number of separate residential units constructed on the Subject Property in accordance with the approved Master Plan is less than Fifty Five (55), in total. The Park Enhancement Fee shall be due and payable at the time of the issuance of a building permit for such residential unit constructed on the Subject Property. The imposition of the Park Enhancement Fee applicable to the Subject Property shall thereafter apply only to the Subject Property, and not to any other portion of the Land, and shall constitute a portion of the public benefit negotiated by the Landowner, the Developer and the City as a part of the PDD Amendment.
- E. The City and the Landowner further acknowledge that the conversion of the Subject Property from commercial space to residential units will increase the demand for beach access and services to be provided by the City, including, but not limited to beach access parking. In lieu of the Landowner being required to make provisions for beach access parking for the residents of the Subject Property, the Landowner, and Developer, if Developer is successor in title to Landowner, agree to pay to the City, for such residential properties to be constructed on the Subject Property, a fee-in-lieu of providing beach access parking. Such fee-in-lieu shall be used by the City to expand its existing and future beach access parking (the “***Beach Access Parking Fee***”). The Park Enhancement Fee shall be in an amount equal to the greater of (i) One Thousand One Hundred and No/100 (\$1,100.00) Dollars for each separate residential unit constructed on the Subject Property, in accordance with the Master Plan; or (ii) Sixty Thousand Five Hundred and No/100 (\$60,500.00) Dollars in the aggregate, in the event the number of separate residential units constructed on the Subject Property in accordance with the approved Master Plan is less than Fifty Five (55) in total. The Beach Access Parking Fee shall be due and payable at the time of the issuance of a building permit for such residential unit constructed on the Subject Property. The imposition of the Beach Access Parking Fee applicable to the Subject Property shall thereafter apply only to the Subject Property, and not to any other portion of the Land, and shall constitute a portion of the public benefit negotiated by the Landowner, the Developer and the City as a part of the PDD Amendment.

F. The City and a predecessor in title to Landowner entered into that certain instrument entitled “Minor Amendments to the Modification to Development Agreement dated August 1, 2003 and The Sewer and Water Extension Agreement dated August 2, 2003 (the “**Prior Amendment**”), which Prior Amendment provides, among other things for fees as follows: (a) Police/Fire Substation Fee in an amount equal to Four Hundred Fifty and No/100 (\$450.00) Dollars per Density Unit (the “**Fire Station Fee**”); (b) a Water Extension Fee in an amount equal to Five Hundred and No/100 (\$500.00) Dollars per Density Unit (the “**Water Extension Fee**”); and (c) a Sewer Extension Fee in an amount equal to One Hundred Seventy Five and No/100 (\$175.00) Dollars per Density Unit (the “**Sewer Extension Fee**”). Landowner and Developer acknowledge and agree that the Fire Station Fee, the Water Extension Fee and the Sewer Extension Fee are and shall remain applicable to the Subject Property, and that, for purposes of this Amendment, Density Unit shall be deemed equivalent to the residential units otherwise described herein.

5. **Notice Addresses.** Notices to be given pursuant to this Agreement shall be addressed to the following, subject to amendment by future written notice from any party to the remaining parties:

To the City: North Myrtle Beach City Manager
1018 Second Avenue South
North Myrtle Beach, SC 29582

With a copy to: North Myrtle Beach City Attorney
1018 Second Avenue South
North Myrtle Beach, SC 29582

To the Landowner: Vermex Hotels LLC

Attn: _____

To the Developer: Pulte Home Company, LLC

Attn: _____

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

7. **Force and Effect.** If all Parties have not properly executed this Agreement within sixty (60) business days following execution of this Agreement by the City, then this Agreement shall be null and void and of no further force or effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date and below are their respective signatures.

[Separate signature pages follow]

EXHIBIT "A"

Plat of Subject Property

EXHIBIT “G-1”

PDD Amendment

EXHIBIT “H”

Master Plan

6A. FINAL SUBDIVISION PLAT SUB-21-10: A major final plat of subdivision dedicating the roundabout at the intersection of Henry Road and Water Tower Road in the Parkway Group Planned Development District (PDD).

Background

Planning Commission previously approved the preliminary plat of subdivision for the roundabout at their September 20, 2016, meeting.

Existing and Proposed Conditions

The subject property is four lots of record and part of the existing Henry Road right-of-way and consists of 3.00 acres. The current parcels are identified by PIN 389-00-00-0002, 389-00-00-0003, 389-00-00-0007, and 389-00-00-0234. The property is zoned Planned Development District (PDD) and within the City’s jurisdiction. The roundabout has been constructed in this location, and the final plat substantially complies with the preliminary plat. There is no financial guarantee for this plat, so all improvements must be completed prior to plat approval.

Staff Review

Planning Division

The planning division has no issue with the right-of-way dedication plat. However, without a financial guarantee or evidence that all physical improvements have been completed to the satisfaction of the City and Public Works department, consideration of this plat should be postponed to a future meeting.

Zoning Division

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

Public Works

The Public Works department is waiting to review the close-out package before signing off on the final plat. Staff will update Planning Commission on this status at the workshop.

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-21-10] prepared for the roundabout as submitted;

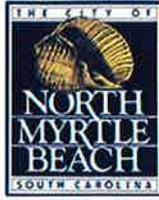
OR

I move that the planning commission postpone the major final plat of subdivision [SUB-21-10] prepared for the roundabout as submitted to the September 7 meeting;

OR

I move (an alternate motion).

SUBDIVISION NAME:
Henry Road



Subdivision Finance Account Code:	3.21
FEE DUE/PAID:	\$290.00 on August 5, 2021
FILE NUMBER:	SUB-21-10
Complete Submittal Date:	August 5, 2021

City of North Myrtle Beach, SC

Application for a Major Plat

GENERAL INFORMATION

Date of Request: February 8, 2021	Property PIN(S): 389-00-00-0002, 0003, 0007, 0234
Property Owner: The Coterra Companies / Apache Properties LLC / NGD Properties II, LLC / Henry Road West LLC	Type of Subdivision: Major Final Subdivision
Address or Location: Henry Road @ Watertower Road	Project Contact: Patty Crawford
Contact Phone Number: 843-692-3200	Contact Email Address: pac@ddcinc.com

PROJECT INFORMATION

Zoning: PDD	Total Area: 3 Acres	Existing # of Lots: 4	Proposed # of Lots: 4
Total # of Residential/Commercial Lots: 0	Area of Largest Lot: 2.39 sq. ft.	Area of Smallest Lot: 0.08 sq. ft.	Linear Feet of New Streets: 912.6
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: Patty Crawford

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 3rd Avenue South · North Myrtle Beach, SC 29582 · Telephone: (843) 280-5566 · Facsimile: (843) 280-5581

North Myrtle Beach
843-280-5566 of 843-280-5566
REC: 8/21/2021 4:54 PM
OPER: CO TERM: 002
REF: 0208 TF
TRAN: 3.2100 SUBDIVISION FEE
COTERRA COMPANIES
WATERSIDE HOME ELEVATION 400
BUILDING PERMITS 290.0000
TENDERED: 290.00 CHECK
APPLIED: 290.00
CHANGE: 0.00

PAID
AUG 06 2021



Vicinity Map - Not to Scale

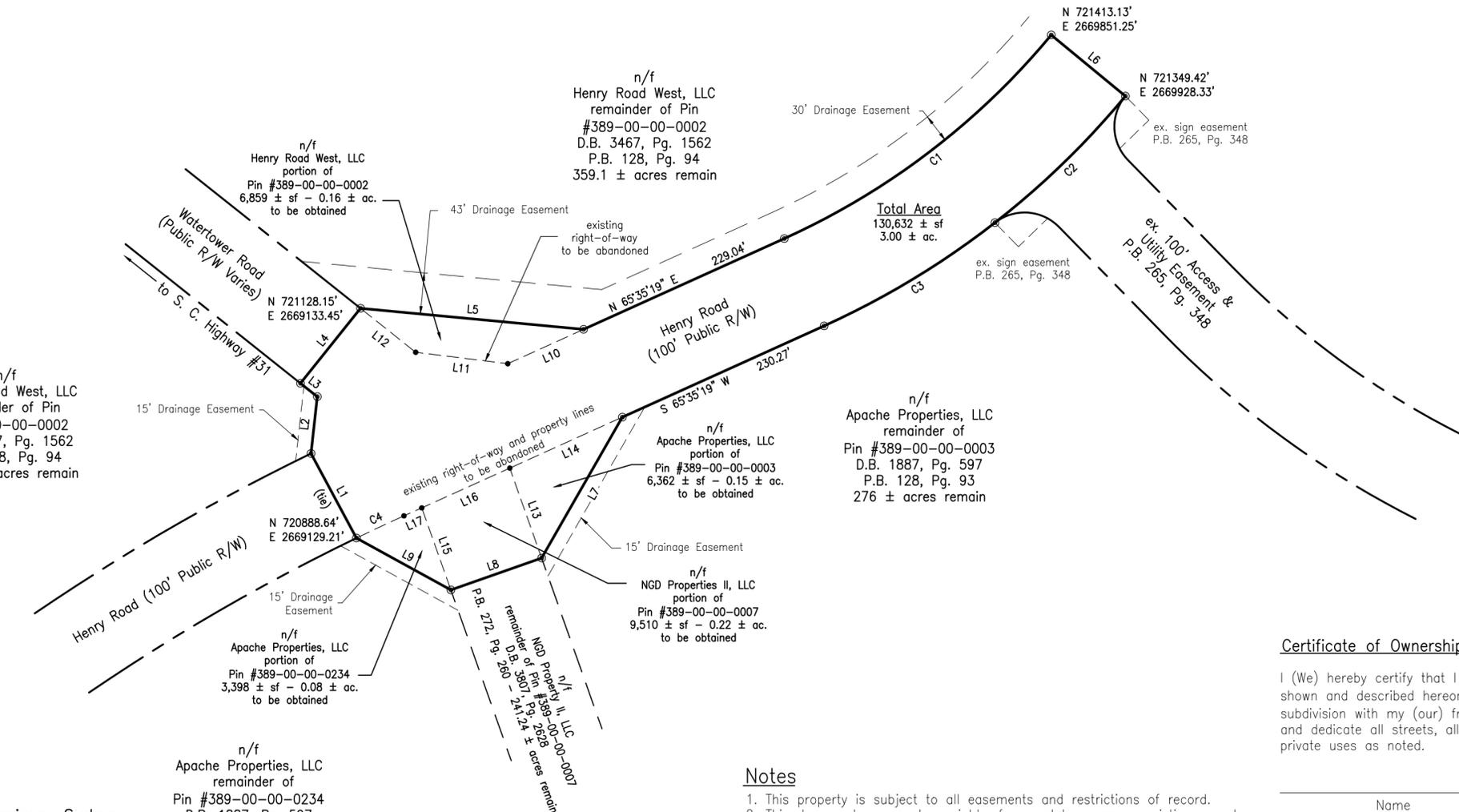
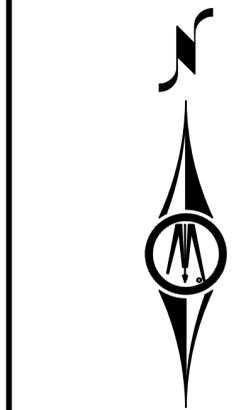
Certificate of Availability to Public Water and Sewer Systems

We, Grand Strand Water & Sewer Authority certify that the water supply and sewer disposal system(s) installed or proposed for installation, fully meet our requirements.

Grand Strand Water & Sewer Authority
 Company Name (Representative)
 _____, 2021
 Signature Date

Curve Table						
Curve	Radius	Length	Tangent	Bearing	Chord	Delta Angle
C1	775.98'	352.29'	179.23'	N 52°34'55" E	349.27'	26°00'43"
C2	875.98'	189.57'	95.16'	S 45°46'32" W	189.20'	12°23'58"
C3	875.98'	208.12'	104.55'	S 58°46'54" W	207.63'	13°36'45"
C4	2168.00'	54.55'	27.27'	S 64°51'46" W	54.55'	1°26'30"

Line Table		
Line	Bearing	Distance
L1	N 28°09'08" W	100.03'
L2	N 06°15'00" E	59.56'
L3	N 51°23'49" W	22.34'
L4	N 38°36'11" E	100.02'
L5	S 84°36'13" E	232.87'
L6	S 50°25'26" E	100.00'
L7	S 29°43'18" W	169.13'
L8	S 70°34'59" W	100.00'
L9	N 61°08'00" W	112.04'
L10	S 65°35'19" W	86.57'
L11	N 82°54'25" W	96.41'
L12	N 51°23'41" W	73.36'
L13	N 19°25'01" W	99.47'
L14	S 65°35'19" W	128.40'
L15	N 19°25'01" W	90.73'
L16	S 65°35'19" W	100.38'
L17	S 65°52'40" W	20.32'



Certificate of Approval of Streets and Storm Drainage System

I hereby certify that streets and a storm drainage system, meeting the full requirements of the city's subdivision regulations, has been installed or that a guarantee of the installation of the required improvements in an amount or manner acceptable to the City of North Myrtle Beach has been received.

 Date City Engineer

Surveyors Certification

It is hereby certified that this plat is true and correct to the accuracy required in Division 4, Section 20-35(C), "Degree of Accuracy"

I hereby state that to the best of my professional knowledge, information and belief, the survey shown herein was made in accordance with the requirements of the "Standards of Practice Manual for Surveying in South Carolina" and meets or exceeds the requirements for a Class "A" survey as specified therein.

Christian Anderson SCPLS No. 26205 Date



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

DATE	NO.	DATE	REVISION DESCRIPTION	BY
9/8/16				
SCALE	1' = 100'			
DESIGNED				
DRAWN	Clardy	3	2/25/2021	Revisions per City of North Myrtle Beach
CHECKED	CA	2	1/28/21	revised to update survey.
		1	9/2/16	revisions per City of North Myrtle Beach
CLIENT PROJ. NO.	15001E			

Reference:

Final Road & Drainage Record Drawing of Parkway Roundabout Long Branch, Horry County, South Carolina Dated November 2020, revised February 25, 2021, prepared by Thomas & Hutton Engineering Company.



Notes

- This property is subject to all easements and restrictions of record.
- This document represents a right-of-way plat across an existing parcel of record.
- This property is located in flood zone "X" as shown on Flood Insurance Rate Map number 45051C0 566H & 567H dated 8/23/99. Flood zone lines shown hereon are scaled and approximate only.
- Existing Parcel ID Numbers and references for the adjoining properties are as shown (if applicable) on the face of this plat.
- No title search has been performed by this office.
- Parcel ID No. 389-00-00-0002, -0003, -0007 & -0234
- Bearings shown are based on NAD 83 South Carolina State Plane coordinate system and all distances are horizontal ground distances, not grid distances.
- This survey is valid only if a print of the same has the original signature and embossed seal of the surveyor.
- No subsurface or environmental conditions have been considered as part of this survey and no statement has been made concerning the locations of underground utilities or facilities that may affect the use or development of this property.
- Road right-of-way will serve for all utilities including but not limited to water, sewer, gas, electric and cable.
- No trees greater than 16" in diameter affect this property.
- Remaining acreage shown calculated from previous surveys. The remaining areas have not been field surveyed by this office.
- Total linear footage of right-of-way centerline: 912.2 ± lf

Certificate of Ownership and Dedication

I (We) hereby certify that I am (We are) the owner(s) of the property shown and described hereon and that I (We) hereby adopt this plan of subdivision with my (our) free consent, establish minimum building lines and dedicate all streets, alleys, walks, parks and other sites to public or private uses as noted.

_____ Name	_____ Name
_____ Signature	_____ Signature
_____ Date	_____ Date
_____ Name	_____ Name
_____ Signature	_____ Signature
_____ Date	_____ Date

The Coterra Companies
 Portion of Henry Road Containing 3.00 ± Acres Total
 City of North Myrtle Beach, Horry County, South Carolina

Right-of-Way Plat

SHEET

1

of 1

7A. ANNEXATION & ZONING DESIGNATION Z-21-18: City staff received a petition to annex lands on Cenith Drive totaling approximately 0.58 acres and identified by PIN 357-07-01-0008. 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 Cenith Drive, the parcel has a single-family home located on it. Surrounding parcels within City limits are zoned Single-Family Residential Low-Density (R-1); adjacent unincorporated county parcels are zoned CFA and Single-Family Residential 6 (SF 6).

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 because of such change, and the consequence of such change:

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

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

Water and sewer services 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 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 September 20, 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-21-18] as submitted.

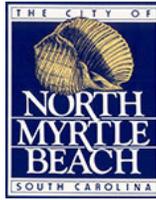
OR

- 2) I move that the Planning Commission recommend denial of the annexation and zoning petition [Z-21-18] as submitted.

OR

- 3) I move (an alternate motion).

FILE NUMBER:	Z-21-18
Complete Submittal Date:	July 20, 2021



Notice Published:	July 23, 2021
Planning Commission:	August 17, 2021
First Reading:	September 20, 2021
Second Reading:	October 4, 2021

City of North Myrtle Beach, SC

Petition for Annexation & Zoning

GENERAL INFORMATION

Date of Request: July 20, 2021	Property PIN(S): 35707010008
Property Owner(s): Paul Ray and Debra Faye Lynch	Type of Zoning Map Amendment: Petition for Annexation and Zoning
Address or Location: 1765 Cenith Dr.	Project Contact: Thomas Dennis
Contact Phone Number: 843-222-4788	Contact Email Address: tdennis_52@yahoo.com
Current County Zoning: CFA	Proposed Zoning: R-1
Total Area of Property: .57 Acres	Approximate Population of Area to be Annexed: 4

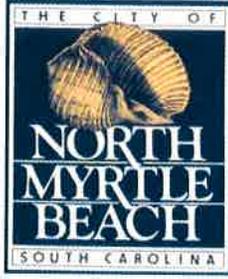
RECORDED COVENANT INFORMATION

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: Thomas Dennis

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:

Nature of Approval Requested: ANNEXATION REQUEST - APPLICATION FOR WATER SERVICE

Property PIN(s): 35707010008

Property Address/Location:

I, Paul Ray Lynch, hereby authorize THOMAS G. DENNIS

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

[Signature]
Signature

Title

Signature

Title

Signature

Title

[Signature]
Signature

Title

Signature

Title

Signature

Title

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

DB 1737
PSE 646

098689

HORRY COUNTY ASSESSOR
143-12-01-017

Map Bk Parcel

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

HORRY COUNTY
94 JUN 30 PM 1:45

GENERAL WARRANTY DEED

7-1-94

202 85
85

KNOW ALL MEN BY THESE PRESENTS, that Grace N. Harrelson, (herein "Grantor"), in the State aforesaid, for and in consideration of the sum of Seventy Eight Thousand and no/100 (\$78,000.00) Dollars, to her in hand paid by Paul Ray Lynch and Dabra Faye Lynch, P. O. Box 1412, Little River, South Carolina 29566 (receipt hereof is hereby acknowledged) has granted, bargained, sold and released; and by these presents does grant, bargain, sell and release unto the said Paul Ray Lynch and Dabra Faye Lynch, their heirs and assigns forever, the following described property:

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being near Crescent Beach, Little River Township, State and County aforesaid, and more particularly described as follows:

Begins on the East side over 50 foot street at Lot O; runs thence with said Street, North 20 degrees West 57 feet to Lot P; thence with Lot P, North 70 degrees East 200 feet to a corner; thence North 20 degrees West 93 feet to Lot F-2; thence with Lot F-2 North 70 degrees East 100 feet, more or less to a street; thence with said street, South 4 degrees 45 minutes West 150 feet, more or less to Lot O; thence with Lot O, South 70 degrees West 240 feet, more or less, to the beginning. Said property is shown as Lot N-2, on a map of Lots less, to the beginning. Said property is shown as Lot N-2, on a map of Lots Mapped in Belle Edge Lands, dated March 6, 1968, by C. B. Berry, R.L.S.

This is the identical property conveyed unto Grace N. Harrelson by Deed of Distribution dated March 28, 1991, recorded April 2, 1991 in Book 1460 at Page 028, records of Horry County, South Carolina.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or anyway incident or appertaining.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY TAX STAMP
JUN 30 94
PB. 11.316
202.80

656911

I Certify \$117.00 Horry County Transfer Fee has been paid on this instrument.

Ditty G. Higgins
Register of Deeds Conveyance
Horry County, S. C.

BOOK 1737 PAGE 646

646

TO HAVE AND TO HOLD, all and singular, the premises before mentioned unto the said Paul Ray Lynch and Debra Faye Lynch their heirs and assigns forever.

AND the said Grace N. Harrelson does hereby bind herself and her heirs, to warrant and forever defend all and singular the said premises unto the said Paul Ray Lynch and Debra Faye Lynch, their heirs and assigns against her and her heirs, and any person whomsoever lawfully claiming the same or any part thereof.

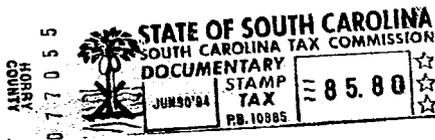
IN WITNESS WHEREOF, Grace N. Harrelson has caused these presents to be executed this 30th day of June, in the year of our Lord one thousand nine hundred and ninety-four and in the two hundred eighteenth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

Robert H. Grier III
WITNESS

Margaret L. Hursey
WITNESS

Grace N. Harrelson
Grace N. Harrelson



647
~~645~~

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

P R O B A T E

PERSONALLY appeared before me, the undersigned witness and made oath that s/he saw the within named Grace N. Harrelson, sign, seal and as her Act and Deed deliver the within written Deed; and that s/he with the other subscribing witness witnessed the execution thereof.

Margaret L. Hursey
WITNESS

SWORN to before me this 30th
day of June, 1994.

Robert H. G. III (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA

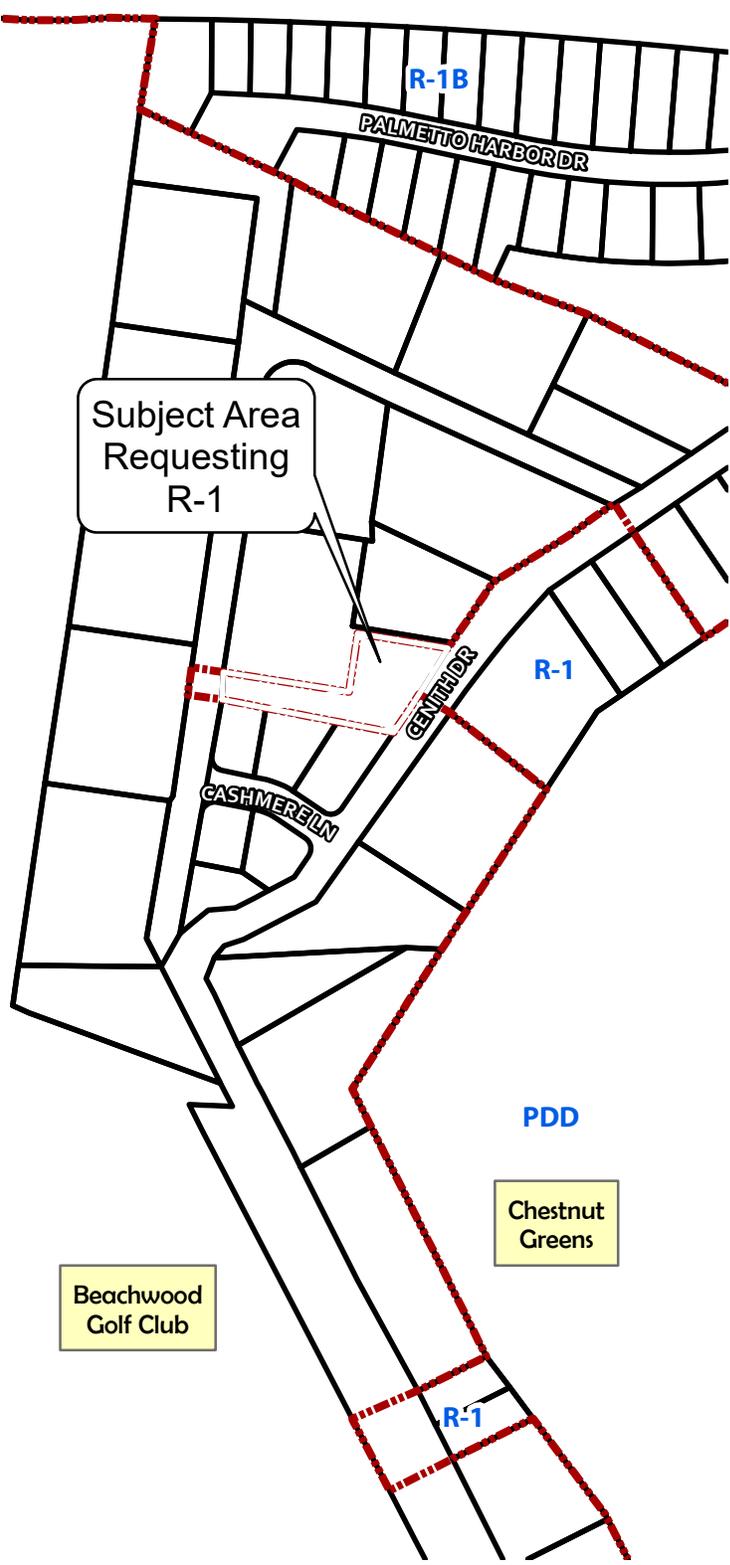
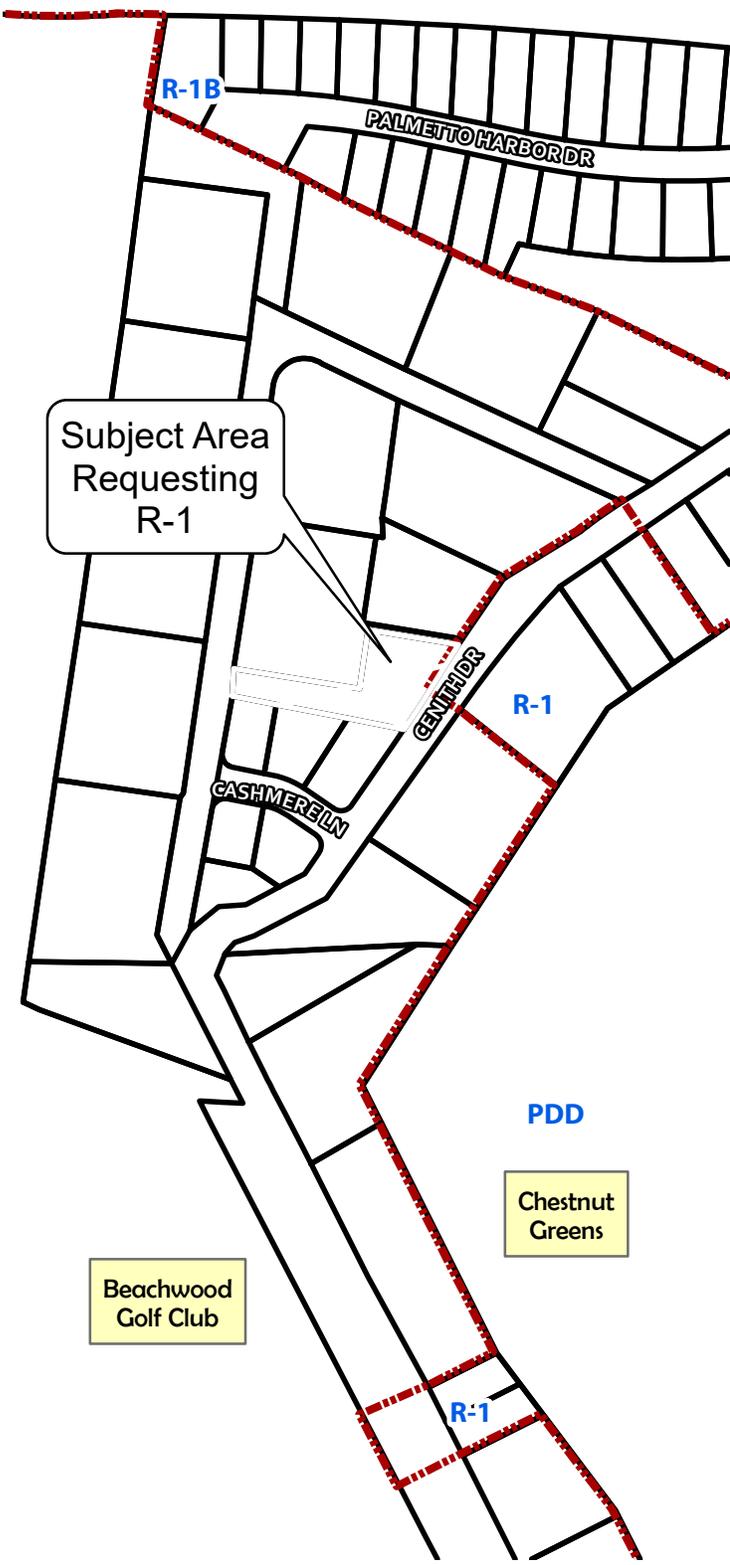
My Commission Expires: 9-04-2001

NOTARY MUST AFFIX SEAL

648

Current

Proposed



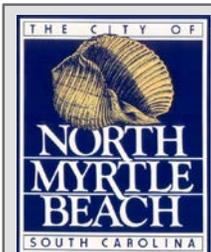
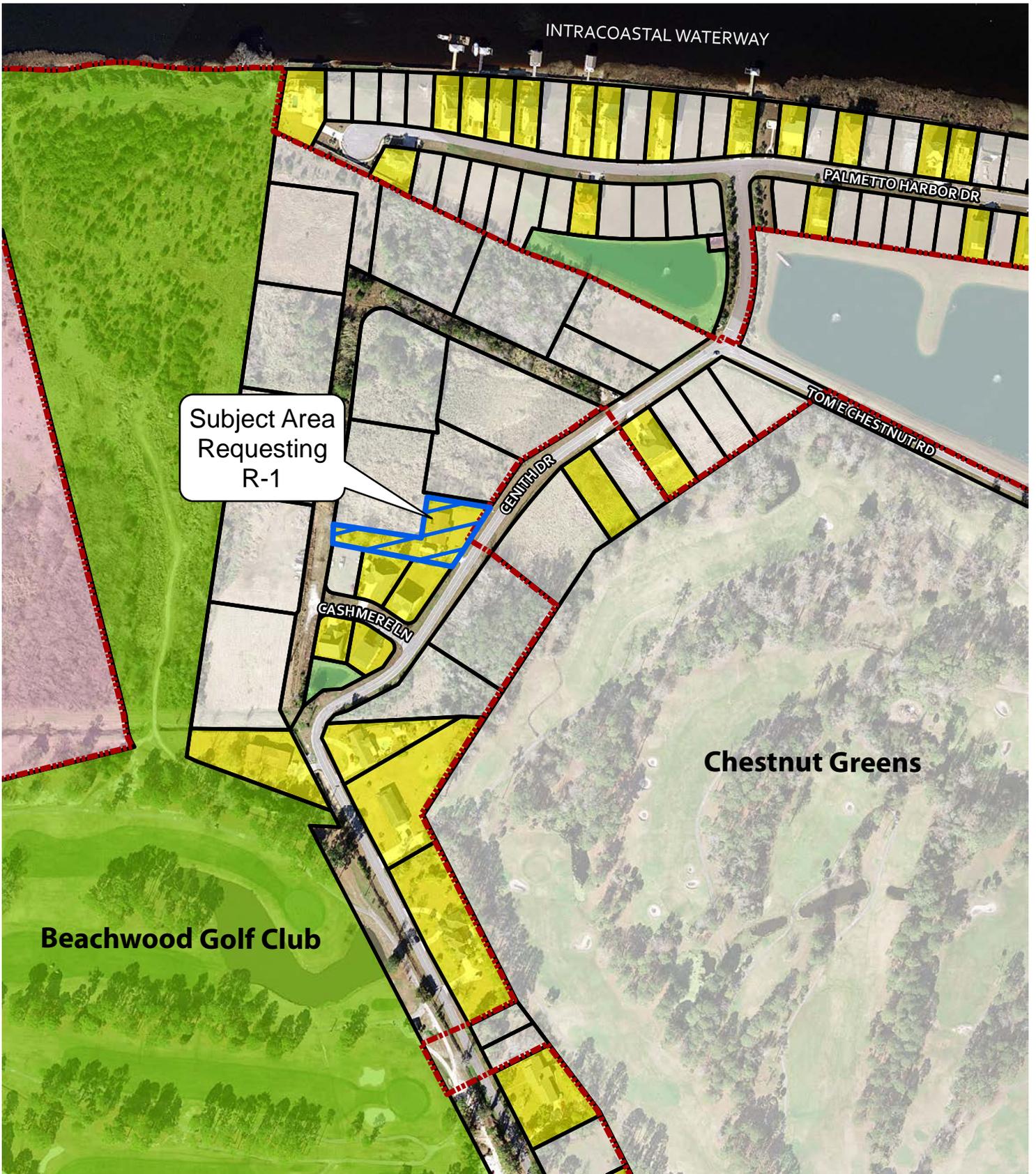
Legend

	North Myrtle City Limits	Zoning		R-1	
	Subject Area		PDD		R-1B


 0 150 300 Feet

Exhibit A: Zoning Map (Z-21-18)

Path: M:\2021\2021-33 Z-21-18 Maps\2021-33 Z-21-18 Zoning.mxd Date: 8/11/2021
Author: Dawn E. Snider

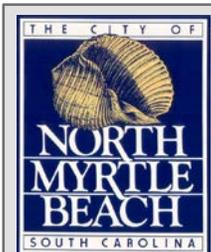
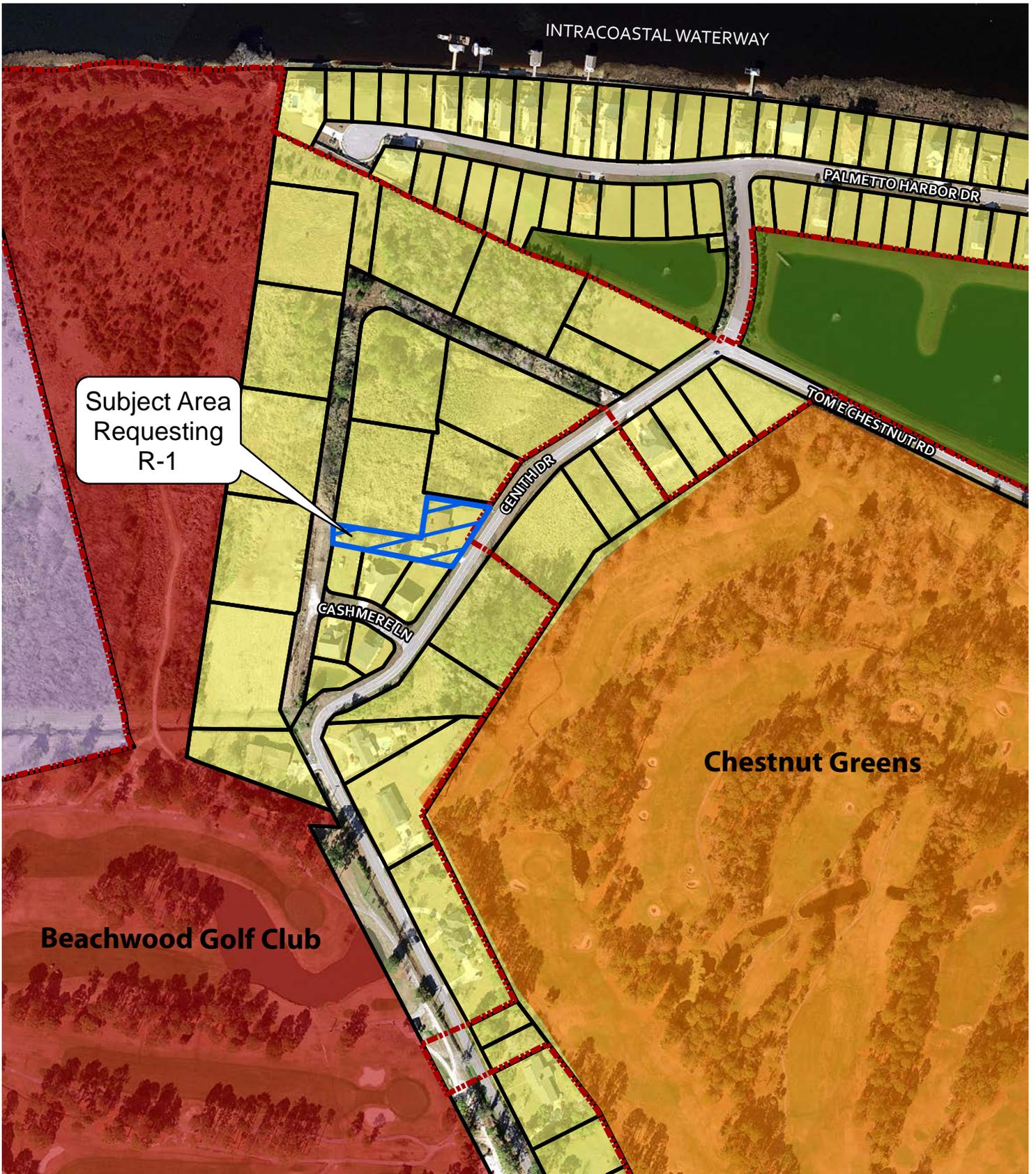


Legend

-  Subject Area
-  Golf Course
-  Single-Family
-  North Myrtle City Limits
-  Public, Social, Cultural
-  Vacant
-  Common Open Space



Existing Land Use Map (Z-21-18)



 Subject Area
 North Myrtle City Limits
Recommended Future Land Use Categories

Legend

 RPC - Resource, Protection, Conservation	 NMU - Neighborhood Mixed Use
 SP - Service / Production	 RS - Residential Suburban
 MU - Mixed Use	



Future Land Use Map (Z-21-18)

7B. ANNEXATION & ZONING DESIGNATION Z-21-19: City staff received a petition to annex lands on Cenith Drive totaling approximately 0.36 acres and identified by PIN 357-02-04-0054. The lot is currently unincorporated and zoned Single-Family Residential (SF 14.5) 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 Single-Family Residential 14.5 (SF 14.5) under Horry County jurisdiction. Located on Cenith Drive, the parcel has a single-family home located on it. Surrounding parcels within City limits are zoned Planned Development District (PDD) within the Chestnut Greens PDD; adjacent unincorporated county parcels are zoned SF 14.5 and Commercial Forest Agriculture (CFA).

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 because of such change, and the consequence of such change:

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

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

Water and sewer services 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 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 September 20, 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-21-19] as submitted.

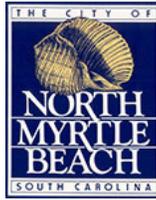
OR

- 2) I move that the Planning Commission recommend denial of the annexation and zoning petition [Z-21-19] as submitted.

OR

- 3) I move (an alternate motion).

FILE NUMBER:	Z-21-19
Complete Submittal Date:	July 26, 2021



Notice Published:	July 29, 2021
Planning Commission:	August 17, 2021
First Reading:	September 20, 2021
Second Reading:	October 4, 2021

City of North Myrtle Beach, SC

**Petition for Annexation &
Zoning**

GENERAL INFORMATION

Date of Request: July 26, 2021	Property PIN(S): 35702040054
Property Owner(s): FOWLER GABRIEL J ETAL	Type of Zoning Map Amendment: Petition for Annexation and Zoning
Address or Location: 1783 Cenith Drive	Project Contact: Gabe Fowler
Contact Phone Number: 8434554810	Contact Email Address: thepoolsitter@sccoast.net
Current County Zoning: SF14.5	Proposed Zoning: R-1
Total Area of Property: 0.36 Acres	Approximate Population of Area to be Annexed: 2

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: Gabe Fowler

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.

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said **GABRIEL J. FOWLER AND TIFFANY H. FOWLER**, as joint tenants with right of survivorship and not as tenants in commons, his or her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion,

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 **GABRIEL J. FOWLER AND TIFFANY H. FOWLER** as hereinabove provided against itself and its successors and assigns and any person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS the execution hereof by the undersigned hand and seal this 2nd day of December, 2019.

Signed, Sealed and Delivered
in the Presence of

[Signature]
1st Witness

**WATERFALL INVESTMENT &
CONSTRUCTION GROUP, LLC**

[Signature]
2nd Witness

By: [Signature] {SEAL}
David A. Brown, Manager Member

File # SC-8137-002

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY) ACKNOWLEDGEMENT
{#30-5-30-(c)}

I, a Notary Public for the State of South Carolina, do hereby certify that Waterfall Investment & Construction Group, LLC by David A. Brown, its Manager Member the within named Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. WITNESS my hand and official seal this 2 day of December, 2019

[Signature]
Signature of Notary Public

My commission expires 5-19-2025

Printed name of Notary:
Theresa McCready

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at 1783 Cenith Drive, North Myrtle Beach, SC 29582 bearing County Tax Map Number/PIN 357-02-04-0054 was transferred by **Waterfall Investment & Construction Group, LLC** to **Gabriel J. Fowler and Tiffany H. Fowler** by deed dated December 2, 2019

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.)

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 the 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) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$349,900.00

(b) The fee is computed on the fair market value of the realty which is _____.

(c) The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is:

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: \$349,900.00

(b) Place the amount listed in item 5 above here: -0-

(If no amount is listed, place zero here.)

(c) Subtract Line 6(b) from Line 6(a) and place result here: \$349,900.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$1,294.63

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

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

WATERFALL INVESTMENT & CONSTRUCTION GROUP, LLC

David A. Brown
David A. Brown, Manager Member

SWORN to and subscribed before me this

2 day of December, 2019

Theresa McCready

Notary Public for South Carolina

My Commission Expires: 5-19-2025

Notary (printed name): Theresa McCready

Pin number correct
35702040054

Prepared By and Return To:
Wright, Worley, Pope, Ekster & Moss, PLLC
628-A Sea Mountain Highway
North Myrtle Beach SC 29582
Tax Map No.: # PIN 35702040054

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, THAT **WATERFALL INVESTMENT & CONSTRUCTION GROUP, LLC**, in the State aforesaid, for and in consideration of the sum of **THREE HUNDRED FORTY-NINE THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$349,900.00)** to it in hand paid at and before the sealing of these presents by **GABRIEL J. FOWLER AND TIFFANY H. FOWLER**, in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto said **GABRIEL J. FOWLER AND TIFFANY H. FOWLER**, as joint tenants with right of survivorship and not as tenants in commons, his or her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

All that certain piece, parcel or lot of land situate, lying, and being in the City of North Myrtle Beach, Little river Township, Horry County, South Carolina and depicted as Lot K-1, on that certain plat or map of survey prepared by Harry F. Bruton, dated June 14, 2017. A copy of said map being recorded June 21, 2017 in Plat Book 275 at Page 304, records of Horry County and is by reference incorporated herein as forming a part and parcel of this description.

This is a portion of the property acquired by the grantor herein by deed from Gwenlo Ferrell Gore recorded July 17, 2015 in Deed Book 3837 at Page 709, records of Horry County.

Tax Map #: PIN 35702040054

Grantees Address: 1783 Cenith Drive, North Myrtle Beach, SC 29582

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 said Premises before mentioned unto the said **GABRIEL J. FOWLER AND TIFFANY H. FOWLER**, as joint tenants with right of survivorship and not as tenants in commons, his or her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion,

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 **GABRIEL J. FOWLER AND TIFFANY H. FOWLER** as hereinabove provided against itself and its successors and assigns and any person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS the execution hereof by the undersigned hand and seal this 2nd day of December, 2019.

Signed, Sealed and Delivered
in the Presence of

[Signature]
1st Witness

**WATERFALL INVESTMENT &
CONSTRUCTION GROUP, LLC**

[Signature]
2nd Witness

By: [Signature] {SEAL}
David A. Brown, Manager Member

File # SC-8137-002

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY) ACKNOWLEDGEMENT
{#30-5-30-(c)}

I, a Notary Public for the State of South Carolina, do hereby certify that Waterfall Investment & Construction Group, LLC by David A. Brown, its Manager Member the within named Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. WITNESS my hand and official seal this 2 day of December, 2019

[Signature]
Signature of Notary Public

My commission expires 5-19-2025

Printed name of Notary:
Theresa McCready

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at 1783 Cenith Drive, North Myrtle Beach, SC 29582 bearing County Tax Map Number/PIN 357-02-04-0054 was transferred by **Waterfall Investment & Construction Group, LLC** to **Gabriel J. Fowler and Tiffany H. Fowler** by deed dated December 2, 2019

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.

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(c) exempt from the deed recording fee because (See Information section of affidavit): _____
(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes 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) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$349,900.00

(b) The fee is computed on the fair market value of the realty which is _____.

(c) The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is:

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: \$349,900.00

(b) Place the amount listed in item 5 above here: -0-

(If no amount is listed, place zero here.)

(c) Subtract Line 6(b) from Line 6(a) and place result here: \$349,900.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$1,294.63

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

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

WATERFALL INVESTMENT & CONSTRUCTION GROUP, LLC

David A. Brown
David A. Brown, Manager Member

SWORN to and subscribed before me this

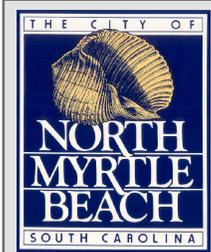
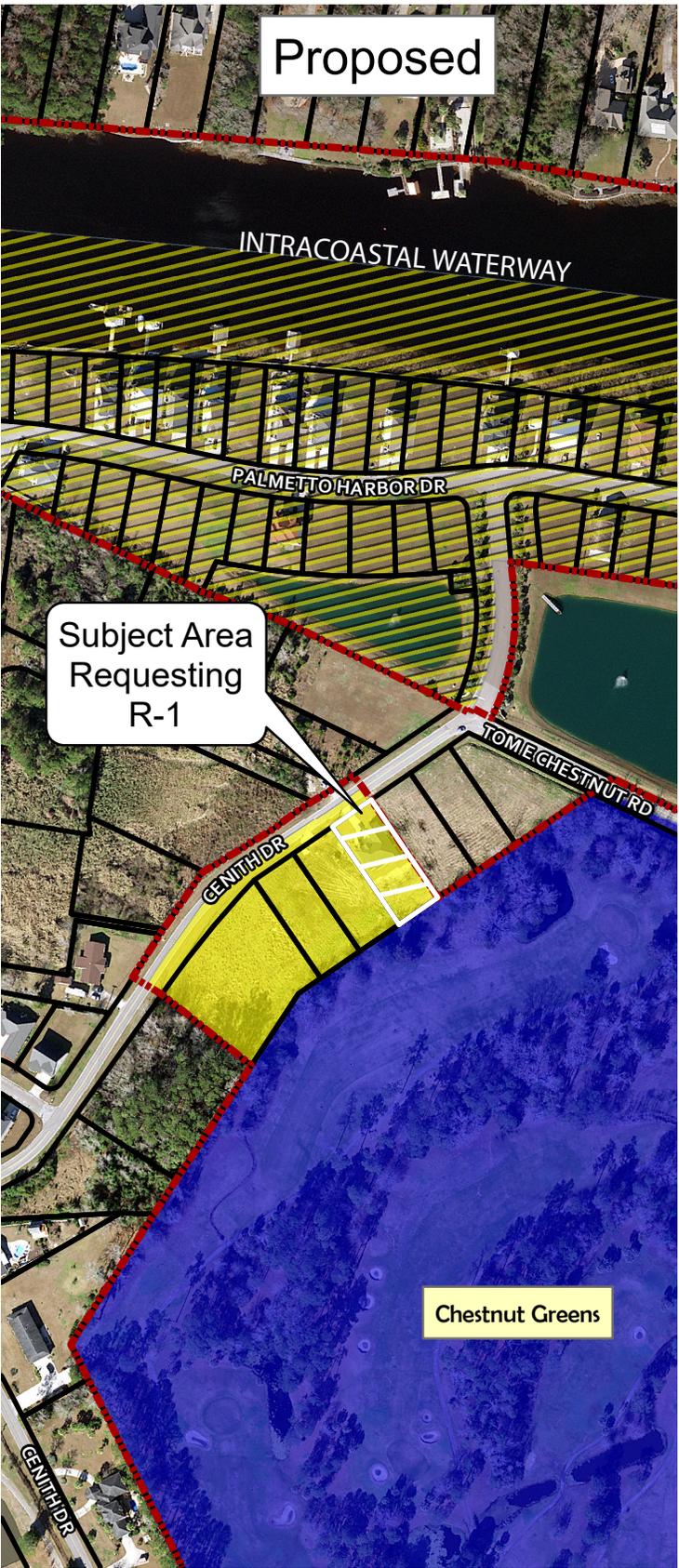
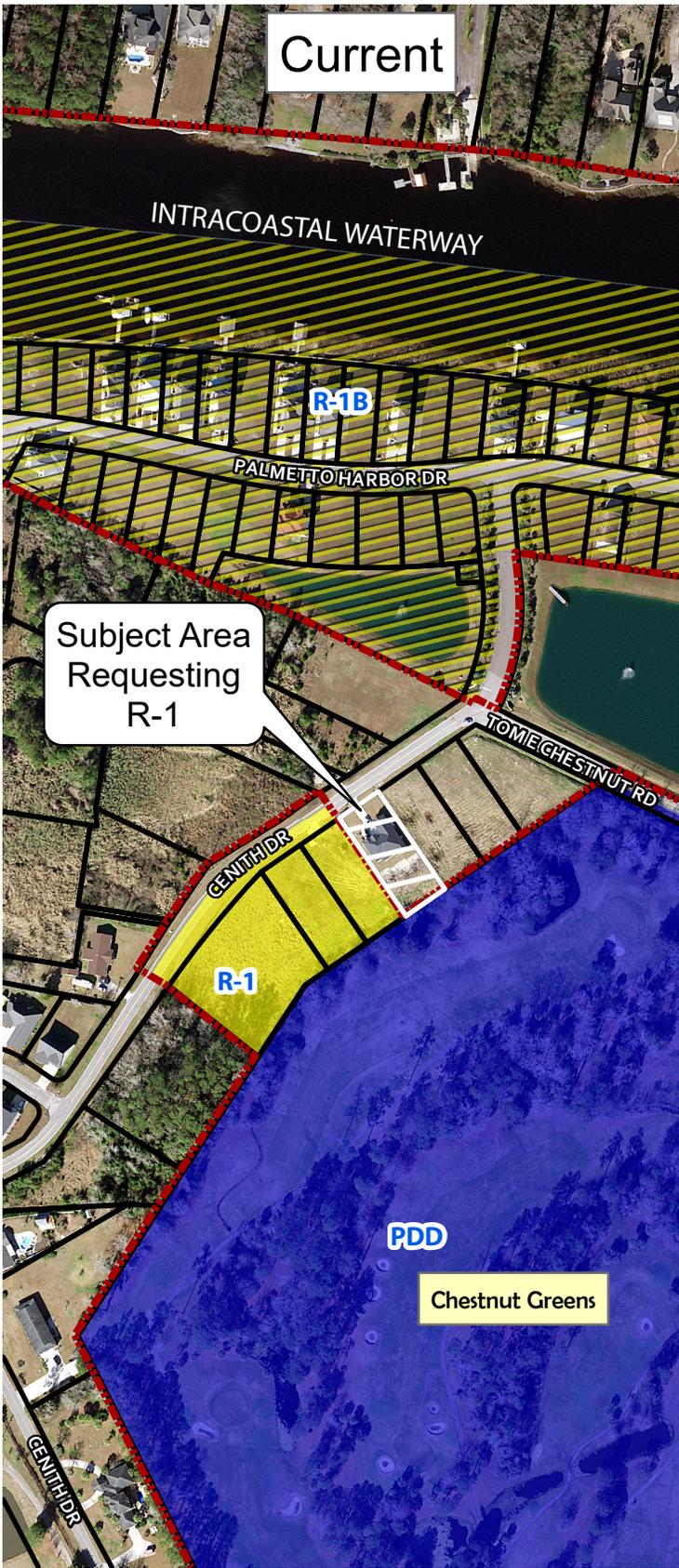
2 day of December, 2019

Theresa McCready

Notary Public for South Carolina

My Commission Expires: 5-19-2025

Notary (printed name): Theresa McCready



Path: M:\2021\2021-35 Z-21-19\2021-35 Z-21-19 Zoning.mxd

Legend

-  Subject Area
-  PDD
-  R-1
-  R-1B
-  North Myrtle City Limits

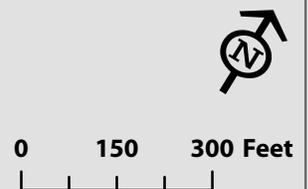
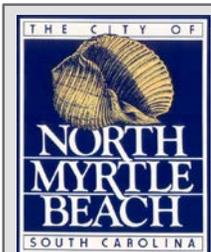
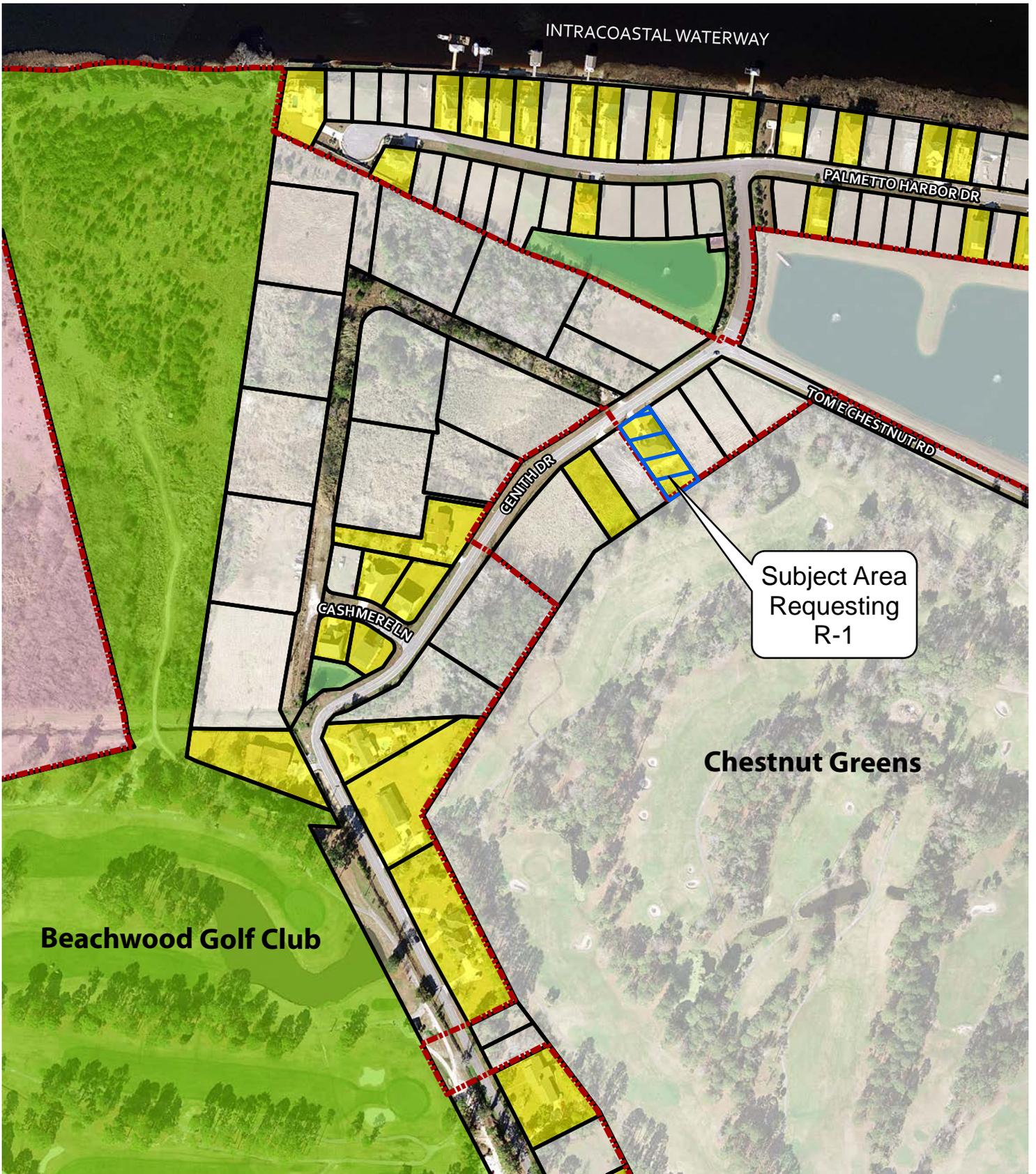


Exhibit A: Zoning Map (Z-21-19)

Date: 8/11/2021
Author: Dawn E. Snider

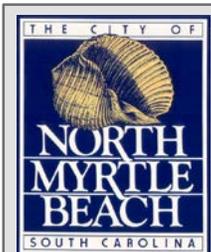
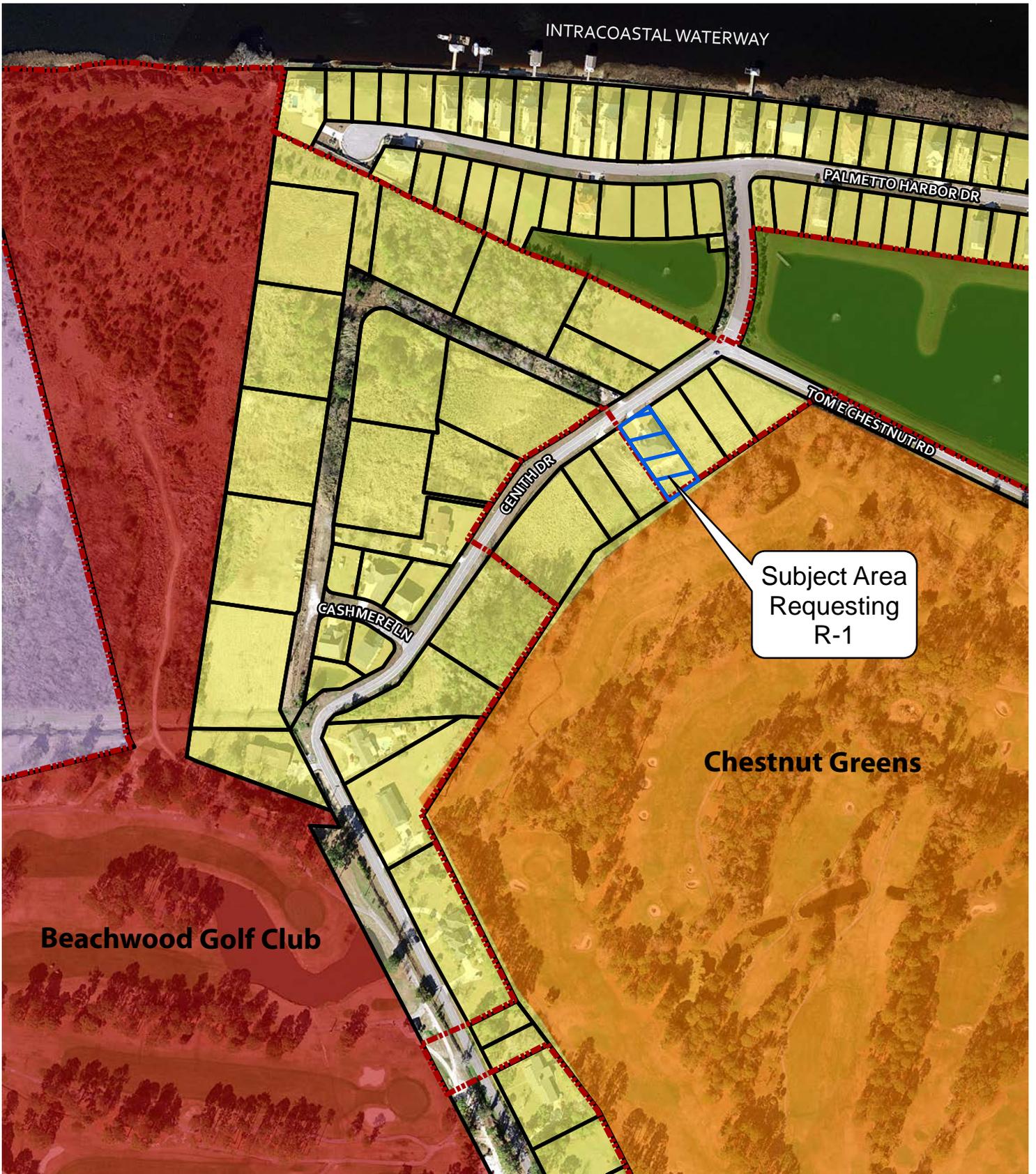


Legend

-  Subject_Area
-  Golf Course
-  Single-Family
-  North Myrtle City Limits
-  Public, Social, Cultural
-  Vacant
-  Common Open Space



Existing Land Use Map (Z-21-19)



-  Subject_Area
 -  North Myrtle City Limits
- Recommended Future Land Use Categories**

Legend

-  RPC - Resource, Protection, Conservation
-  SP - Service / Production
-  MU - Mixed Use
-  NMU - Neighborhood Mixed Use
-  RS - Residential Suburban



Future Land Use Map (Z-21-19)

7C. FIRST PUBLIC HEARING REGARDING THE AMENDMENT TO THE DEVELOPMENT AGREEMENT ASSOCIATED WITH THE MAJOR PLANNED DEVELOPMENT DISTRICT (PDD) AMENDMENT CASE Z-20-20 AND REVISIONS TO THE BAREFOOT RESORT & GOLF PDD:

The North Myrtle Beach Planning Commission will host the first of two public hearings regarding the proposed Amended Development Agreement associated with the major amendment to the Barefoot Resort & Golf PDD. The proposal reduces the commercial component of the Town Center element of the PDD and expands the Sea Glass Cottages portion of the PDD and is located off Barefoot Resort Bridge Road.

Mr. Robert S. Guyton:

On behalf of BAREFOOT TOWNE CENTER, LLC, a South Carolina limited liability company (the “Landowner”), and COTTAGE HOLDINGS, LLC, a South Carolina limited liability company (the “Developer”), seeks to enter into this Amended Development Agreement with the City of North Myrtle Beach for the Barefoot Resort & Golf PDD (Sea Glass Cottages Phase 2), covering 28.46 acres of private property generally located off Barefoot Resort Bridge Road (identified by PINs 358-16-04-0048 and 391-00-00-0001).

Development of the property is determined by the approved Barefoot Resort & Golf PDD [Sea Glass Cottages Phase 2] consisting of not less than 86 total units and not more than 92 total units of in-common cottage homes. The master site plan governing approval of the PDD indicates a total of 92 units.

The Amended 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. Exhibit G changes to Exhibit “G-1” entitled “Sea Glass Cottages Phase 2,” dated July 9, 2021.
3. Landowner and developer agree not to subject the property to a conservation easement or other restrictive covenant.
4. Minimum term of any rental agreement is 6 months, but residential leases may be extended for periods of less than 6 months to the same tenant if such extensions are for at least 30 days.

FEES and PUBLIC BENEFITS

1. Landowner agrees to pay to the city at building permit issuance a Beach Access Parking Fee of \$1,100 for each residential unit, together with a Park Enhancement Fee of \$200 per residential unit, for a total \$1,300. The aggregate will not be less than \$111,800.
2. Developer agrees to enact street closure procedures to convert the 100’ public right-of-way (Village Hill Drive) to a private street to be maintained privately.
 - a. Completion of the private street conversion is to occur within 24 months of the date of this agreement.
3. Developer agrees to complete an on-site swimming pool on or before the sixtieth (60th) residential building permit.

4. Developer agrees to provide a traffic signal at the intersection of Barefoot Resort Bridge Road and Village Crossing Boulevard. Estimated cost to construct is \$350,000 with the city contributing up to \$150,000 with the possibility of securing additional public funds to help offset the expense.
 - a. Complete plans for the traffic signal must be provided to staff prior to issuing the first residential building permit.
 - b. Traffic signal improvements must start on or before the forty-fifth (45th) building permit and completed on or before the sixtieth (60th) building permit or bonded in favor of the city to complete.

The Planning Commission's role in Amended 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 Amended 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, September 20, 2021.

Both the Amended Development Agreement and the major amendment to the Barefoot Resort PDD are being reviewed and considered simultaneously by the city.

successors and assigns, including 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.

2. **Continuing Encumbrance and Obligation on the Parties.** Despite any change in ownership and/or the configuration and boundaries of the various real property subjected to the Development Agreement, and the Exhibits to the Development Agreement, except as hereby expressly amended or supplemented, the Development Agreement shall remain in full force and effect. More specifically, the obligations and provisions contained in this Agreement run with the Land, including the Subject Property and as such are obligations of the Parties as well as obligations of any subsequent transferees, purchasers, assignees or acquiring parties whether in whole or part with respect to any portion of the Land or the Subject Property relating thereto. Additionally, if any Party as well as any subsequent transferees, purchasers, assignees or acquiring parties whether in whole or part with respect to any portion of the Land or the Tracts relating thereto defaults or fails to satisfy, complete or comply with any of the provisions contained in the Development Agreement or this Agreement, it shall be considered a default by the applicable Party and handled accordingly as specifically provided for in the Development Agreement as amended by this Agreement.

3. **Amendment to Exhibit G. Exhibit G** attached to the Development Agreement is the Planned Development District (formerly called the Planned Unit Development), as amended, from time to time during the term of the Development Agreement (the "**PDD**") is amended by that certain PDD Amendment entitled "Sea Glass Cottages Phase 2, PDD Amendment, Barefoot Resort and Golf PDD, dated _____, 2021 (the "**PDD Amendment**"), which PDD Amendment is applicable solely to the Subject Property, a copy of which is attached hereto as **Exhibit "G-1"**.

4. **Additional Amendments.** As a condition to the approval of the PDD, the City, the Landowner and the Developer have agreed that certain additional amendments to the Development Agreement, which include the following:

- A. Landowner and Developer specifically covenant and agree not to subject the Subject Property to a conservation easement or other restrictive covenant, whereby any portion of the Subject Property shown on the approved Master Plan included in the PDD is restricted for future development of such portion of the Subject Property, the same shall also constitute a default hereunder, provided that, for purposes of this Agreement any conveyance to any homeowners association having jurisdiction over any portion of the Subject Property shall not be deemed such an easement or restriction, and shall not constitute a default.
- B. The residential units to be constructed upon the Subject Property, pursuant to the PDD, shall be no less than Nine Hundred (900) square feet in size, and the total number of residential units to be constructed upon the Subject Property shall be not less than Eighty Six (86) residential units and not more than Ninety Two (92) residential units.

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For purposes of calculating the Park Enhancement Fee and the Beach Access Parking Fee, each as defined below, the Subject Property shall be deemed to include the greater of (i) Eighty Six (86) residential units; or (ii) the actual number of residential units constructed upon the Subject Property in accordance with the approved Master Plan. For purposes of this Agreement, a residential unit shall be deemed a separate unit, whether free-standing, or within a larger building, such that multi-unit buildings such as townhomes, as an example, would be deemed multiple residential units despite being incorporated into a single building. The square footage composition of the residential units to be constructed on the Subject Property is set forth in the PDD, as well as **Exhibit "I"** attached hereto (the "**Unit Composition Table**").

- C. Landowner and Developer agree that the minimum term of any rental agreement for residential units constructed upon the Subject Property shall be Six (6) months, provided that following any such initial Six (6) month period, residential leases may be extended for periods of less than Six (6) months to the same tenant, provided such extensions are for successive periods of not less than Thirty (30) days. No sub-lease or assignment shall be permitted which would result in a party occupying a residential unit for a period of less than Six (6) months, the express intent of this provision being to prohibit short-term and/or overnight rentals.
- D. The City and the Landowner that, in lieu of the conveyance of any portion of the Subject Property by the Landowner to the City, the Landowner and the City agree instead to a fee-in-lieu of conveyance, providing the funds necessary to allow the City to expand its existing parks (the "**Park Enhancement Fee**"). The Park Enhancement Fee shall be in an amount equal to the greater of (i) Two Hundred and No/100 (\$200.00) Dollars for each separate residential unit constructed on the Subject Property in accordance with the Master Plan; or (ii) Seventeen Thousand Two Hundred and No/100 (\$17,200.00) Dollars in the aggregate, in the event the number of separate residential units constructed on the Subject Property in accordance with the approved Master Plan is less than Eighty Six (86), in total. The Park Enhancement Fee shall be due and payable at the time of the issuance of a building permit for such residential unit constructed on the Subject Property. The imposition of the Park Enhancement Fee applicable to the Subject Property shall thereafter apply only to the Subject Property, and not to any other portion of the Land, and shall constitute a portion of the public benefit negotiated by the Landowner, the Developer and the City as a part of the PDD Amendment.
- E. The City and the Landowner further acknowledge that the conversion of the Subject Property from commercial space to residential units will increase the demand for beach access and services to be provided by the City, including, but not limited to beach access parking. In lieu of the Landowner being required to make provisions for beach access parking for the residents of the Subject Property, the Landowner, and Developer, if Developer is successor in title to Landowner, agree to pay to the City, for such residential properties to be constructed on the Subject Property, a fee-in-lieu of providing beach access parking. Such fee-in-lieu shall be used by the City to expand its existing and future beach access parking (the "**Beach Access Parking Fee**"). The Park Enhancement Fee shall be in an amount equal to the greater of (i) One Thousand One Hundred and No/100 (\$1,100.00) Dollars for each separate residential unit constructed on the Subject Property,

in accordance with the Master Plan; or (ii) Ninety Four Thousand Six Hundred and No/100 (\$94,600.00) Dollars in the aggregate, in the event the number of separate residential units constructed on the Subject Property in accordance with the approved Master Plan is less than Eighty Six (86) in total. The Beach Access Parking Fee shall be due and payable at the time of the issuance of a building permit for such residential unit constructed on the Subject Property. The imposition of the Beach Access Parking Fee applicable to the Subject Property shall thereafter apply only to the Subject Property, and not to any other portion of the Land, and shall constitute a portion of the public benefit negotiated by the Landowner, the Developer and the City as a part of the PDD Amendment.

F. A portion of the Subject Property, and additional real property was previously platted as a public street of approximately 100 feet in width (the "Commercial Boulevard") in anticipation of continued expansion of the commercial development upon the Subject Property. As a result of the lack of demand for commercial development, and the conversion of the Subject Property from commercial development to residential development pursuant to the PDD Amendment, the Landowner and the Developer no longer desire that the Commercial Boulevard be maintained as a public street, and the Landowner and Developer shall take such action as may be required by the City, which includes the filing of an action for street closure in the Fifteenth Judicial District, at the sole expense of the Landowner and Developer, and upon a ruling closing the Commercial Boulevard as a public street and converting the same to a private street, to be maintained by the Landowner and/or the Developer, their respective successors and assigns, as a private street. Landowner and Developer anticipate completion of the conversion of the Commercial Boulevard to a private street within Twenty Four (24) months of the date of this Agreement. In the event Developer fails to complete the conversion of the Commercial Boulevard to a private street within such Twenty Four (24) month period, absent a declared state of emergency which extends for a period of more than Thirty (30) days (said Twenty Four (24) month period being extended for the period of such declared state of emergency) the City, in the City's sole discretion, may withhold approval of any future subdivision plats within the PDD, and may withhold the issuance of any future building permit until such time as the Commercial Boulevard is converted to a private street.

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G. Landowner and Developer agree that, as a result of the relative density of the residential development set forth in the PDD Amendment, the City desires to insure the preservation of a portion of the Subject Property as open space, to make provisions for additional guest parking, and to insure adequate on-site amenity facilities for the residents upon the Subject Property by the addition of a separate swimming pool. Developer agrees that the swimming pool will be complete on or before the date on which building permits have been issued for Sixty (60) of the residential units to be constructed on the Subject Property. Therefore, in accordance with the Master Plan attached to the PDD Amendment, _____ acres of the Subject Property are and shall be set aside as open space, _____ acres of the Subject Property are and shall be set aside as guest parking, and _____ acres of the Subject Property are and shall be set aside as on-site amenity facilities, the exact location of which open space, guest parking and on-site amenity facilities shall be

subject to the Master Plan attached to the PDD Amendment, as the same may be further amended from time to time.

H. The City desires to provide for additional signalization of Barefoot Resort Bridge Road (the "**Traffic Signal**"), in order to promote the safety and welfare of residents, including pedestrians, bicycles and golf carts traveling on or crossing Barefoot Resort Bridge Road, which include the residents of the Subject Property. Landowner and Developer have estimated that the costs of such signalization, in accordance with the standards of the City and the South Carolina Department of Transportation will total not less than Three Hundred Fifty Thousand and No/100 (\$350,000.00) Dollars, as set forth on **Exhibit "H"** attached hereto (the "**Traffic Signal Estimated Cost**"). The Traffic Signal Estimated Cost cannot be absorbed by the Subject Property alone, and, in order to equitably allocate the Traffic Signal Estimated Cost among as many of the benefiting property owners as is feasible and fair, Landowner, Developer and the City agree that the actual cost of the Traffic Signal shall be shared between Landowner and Developer (together with such other parties as may agree to contribute to the costs of the Traffic Signal by separate agreement) in an amount equal to all of the actual cost of the Traffic Signal, less a contribution by the City in an amount equal to One Hundred Fifty Thousand and No/100 (\$150,000.00) Dollars. In addition, for purposes of calculating the respective share of the costs of the Traffic Signal, to the extent the City is successful in securing any available public funds as a contribution to the costs of the Traffic Signal, the respective share of the costs of the Traffic Signal to be contributed by the City, shall be reduced by the amount of such contribution. Developer agrees that the complete plans for the Traffic Signal will be submitted to the City prior to the date on which the first building permit is issued for any of the residential units to be constructed on the Subject Property. Developer further agrees that construction of the Traffic Signal improvements shall have commenced on or before the date on which building permits have been issued for Forty Five (45) of the residential units to be constructed on the Subject Property, and the Traffic Signal will either be (i) complete on or before the date on which building permits have been issued for Sixty (60) of the residential units to be constructed on the Subject Property; or (ii) the remaining costs for the Traffic Signal, in accordance with the project engineer's estimate of costs, shall be bonded in favor of the City.

I. The City and a predecessor in title to Landowner entered into that certain instrument entitled "Minor Amendments to the Modification to Development Agreement dated August 1, 2003 and The Sewer and Water Extension Agreement dated August 2, 2003 (the "**Prior Amendment**"), which Prior Amendment provides, among other things for fees as follows: (a) Police/Fire Substation Fee in an amount equal to Four Hundred Fifty and No/100 (\$450.00) Dollars per Density Unit (the "**Fire Station Fee**"); (b) a Water Extension Fee in an amount equal to Five Hundred and No/100 (\$500.00) Dollars per Density Unit (the "**Water Extension Fee**"); and (c) a Sewer Extension Fee in an amount equal to One Hundred Seventy Five and No/100 (\$175.00) Dollars per Density Unit (the "**Sewer Extension Fee**"). Landowner and Developer acknowledge and agree that the Fire Station Fee, the Water Extension Fee and the Sewer Extension Fee are and shall remain applicable to the Subject Property, and that, for purposes of this Amendment, Density Unit shall be deemed equivalent to the residential units otherwise described herein.

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5. **Notice Addresses.** Notices to be given pursuant to this Agreement shall be addressed to the following, subject to amendment by future written notice from any party to the remaining parties:

To the City: North Myrtle Beach City Manager
1018 Second Avenue South
North Myrtle Beach, SC 29582

With a copy to: North Myrtle Beach City Attorney
1018 Second Avenue South
North Myrtle Beach, SC 29582

To the Landowner: Barefoot Towne Center, LLC
3501 North Kings Highway, Suite 101
Myrtle Beach, SC 29577
Attn: Roger E. Grigg

To the Developer: Cottage Holdings, LLC

Attn: _____

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

7. **Force and Effect.** If all Parties have not properly executed this Agreement within sixty (60) business days following execution of this Agreement by the City, then this Agreement shall be null and void and of no further force or effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date and below are their respective signatures.

[Separate signature pages follow]

[Signature page to Amendment to
Development Agreement for Cottage Holdings, LLC]

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF**

COTTAGE HOLDINGS, LLC, a South
Carolina limited liability company

Witness #1
Print Name: _____

By: _____
Name: _____
Title: _____

Witness #2/Notary
Print Name: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

The within instrument was acknowledged before me this ____ day of _____, 2021, by
COTTAGE HOLDINGS, LLC, a South Carolina limited liability company by
_____, as its _____.

[Print name] _____ (SEAL)
Notary Public for the State of South Carolina
My Commission expires _____

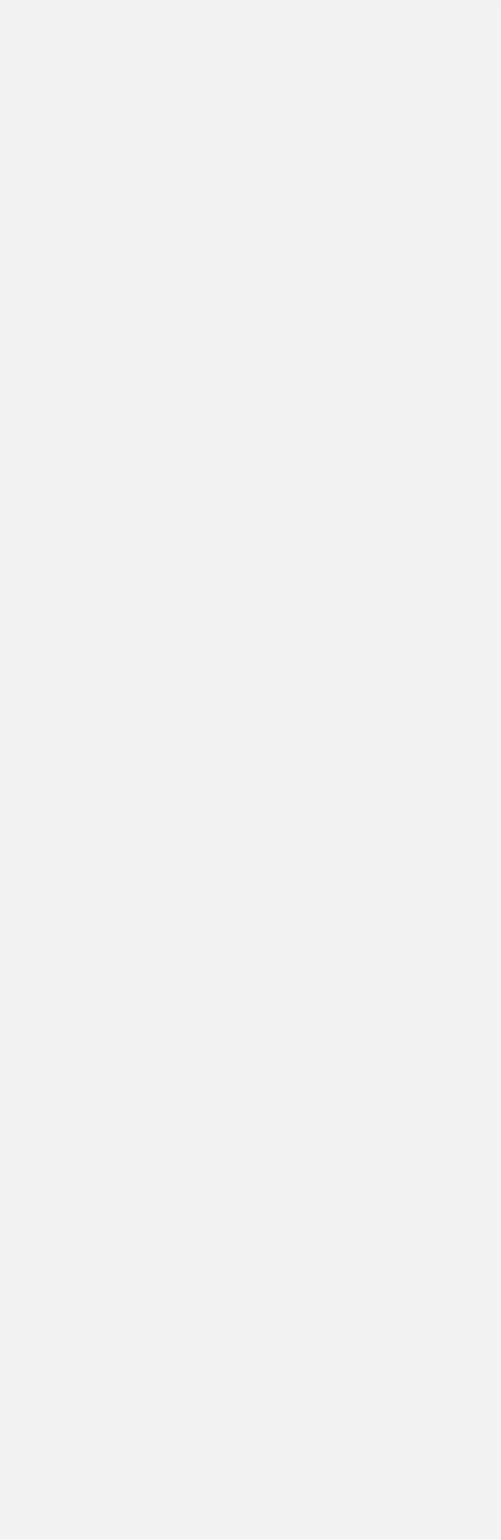


EXHIBIT "G-1"

Plat of Subject Property

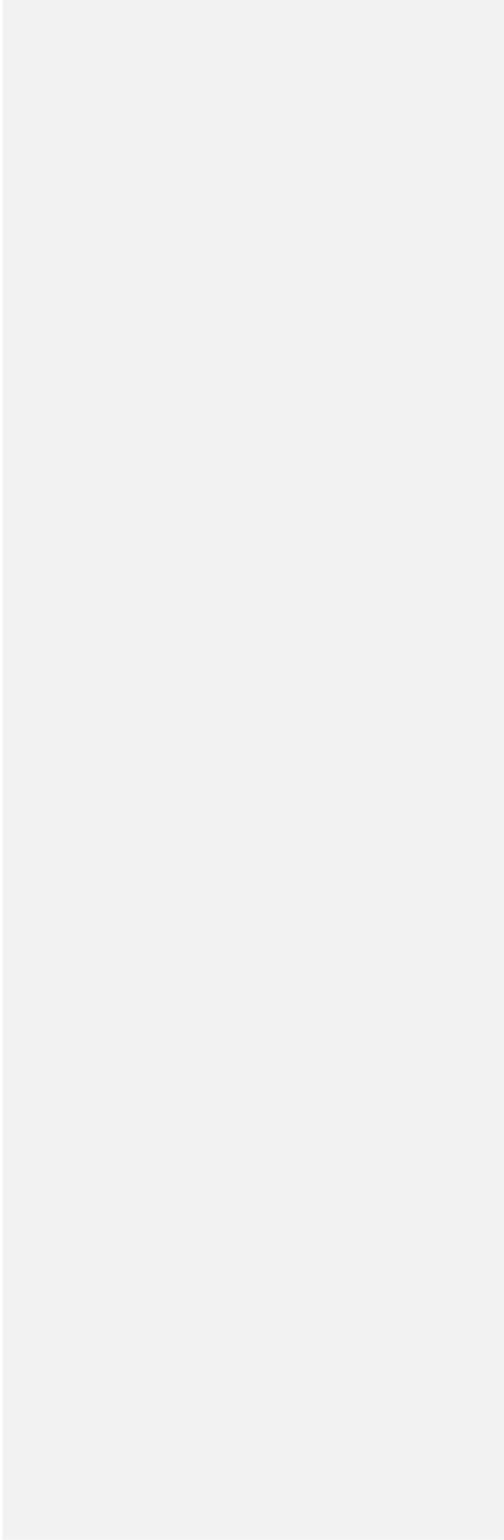


EXHIBIT "H"

Estimated Cost for Traffic Signal

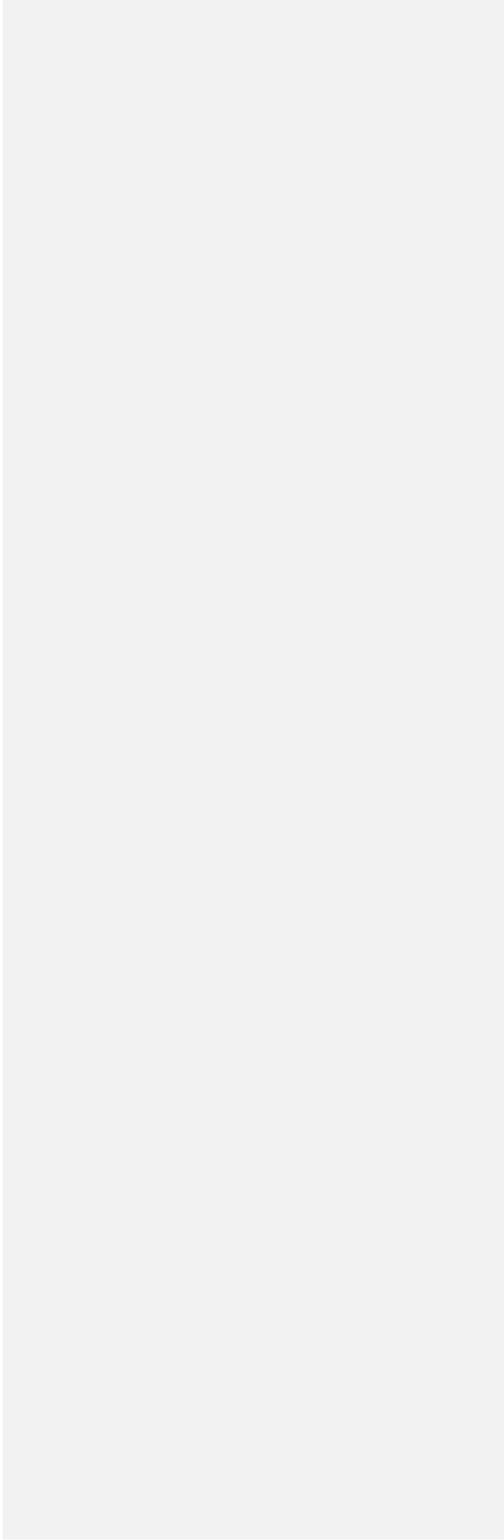
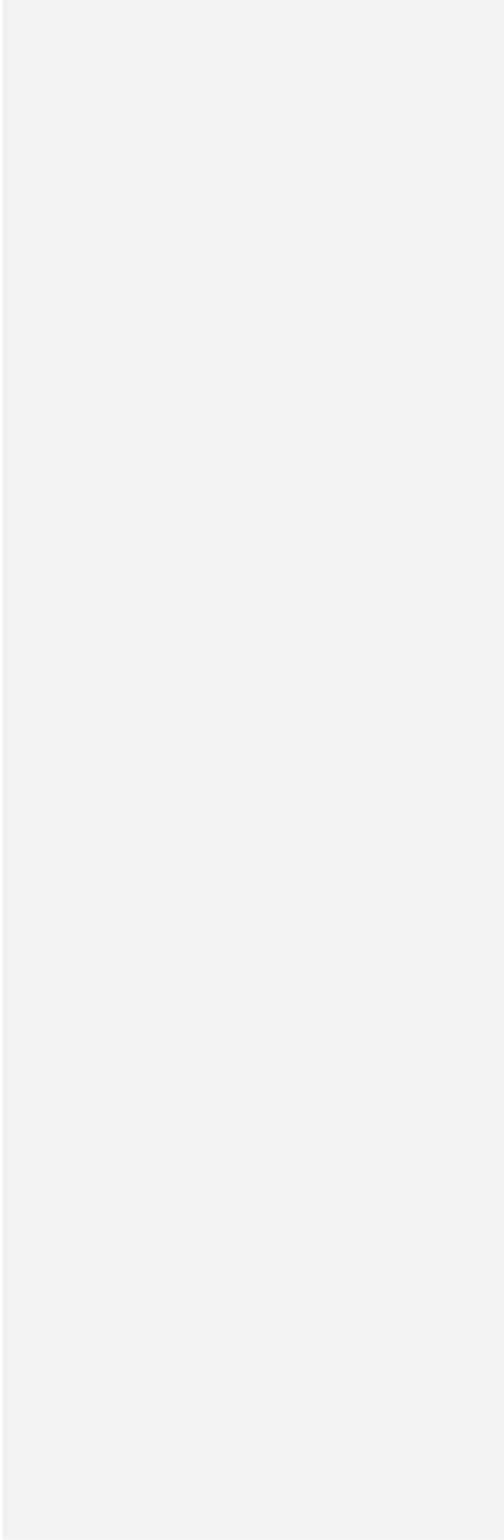


EXHIBIT "I"

Unit Composition Table



7D. FIRST PUBLIC HEARING REGARDING THE AMENDMENT TO THE DEVELOPMENT AGREEMENT ASSOCIATED WITH THE MAJOR PLANNED DEVELOPMENT DISTRICT (PDD) AMENDMENT CASE Z-21-7 AND REVISIONS TO THE BAREFOOT RESORT & GOLF PDD:

The North Myrtle Beach Planning Commission will host the first of two public hearings regarding the proposed Amended Development Agreement associated with the major amendment to the Barefoot Resort & Golf PDD. The proposal revises the Barefoot Resort Villas Townhomes section of the Dye Estates through changes to the master plan, building footprint, and building elevations and is located off Club Course Drive.

Mr. Robert S. Guyton:

On behalf of MMG HOLDINGS, LLC, a South Carolina limited liability company (the “Landowner”), and NVR, INC., a Virginia corporation (the “Developer”), seeks to enter into this Amended Development Agreement with the City of North Myrtle Beach for the Barefoot Resort & Golf PDD (Dye Estates MF-4), a.k.a. Barefoot Resort Villas Townhomes, covering 5.1 acres of private property generally located off Club Course Drive (identified by PIN 358-09-04-0001).

Development of the property is determined by the approved Barefoot Resort & Golf PDD [Barefoot Resort Villas Townhomes] consisting of not less than 35 total units and not more than 37 total units of in-common townhomes. The master site plan governing approval of the PDD indicates a total of 37 units.

The Amended 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. Exhibit G changes to Exhibit “G-1” entitled “Dye Estates MF-4 Barefoot Resort and Golf, North Myrtle Beach, SC” dated May 17, 2021, and Revised June 15, 2021.
3. Landowner and developer agree not to subject the property to a conservation easement or other restrictive covenant.
4. Minimum term of any rental agreement is 6 months, but residential leases may be extended for periods of less than 6 months to the same tenant if such extensions are for at least 30 days.

FEES and PUBLIC BENEFITS

1. Landowner agrees to pay to the city at building permit issuance a Beach Access Parking Fee of \$1,100 for each residential unit, together with a Park Enhancement Fee of \$200 per residential unit, for a total \$1,300. The aggregate will not be less than \$45,500.
2. Landowner agrees to continue adhering to the Sewer and Water Extension Agreement requiring \$450 per unit for fire station fees, \$500 per unit for water extension fees, and \$175 per unit for sewer extension fees.

The Planning Commission’s role in Amended 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 Amended 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, September 20, 2021.

Both the Amended Development Agreement and the major amendment to the Barefoot Resort PDD are being reviewed and considered simultaneously by the city.

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF HORRY)

**AMENDMENT TO DEVELOPMENT
AGREEMENT FOR BAREFOOT
RESORT & GOLF PDD (Dye Estates
MF-4)**

THIS AMENDMENT TO DEVELOPMENT AGREEMENT (this “Agreement”) is entered into and effective as of this ____ day of _____, 2021 (the “Effective Date”), by and among the **CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA** (the “City”), a South Carolina municipal corporation, **MMG HOLDINGS, LLC**, a South Carolina limited liability company (the “Landowner”), and **NVR, INC.**, a Virginia corporation (the “Developer”). City, Landowner and Developer may also be referred to individually as a “Party” and collectively as the “Parties”. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the below-described Development Agreement, as hereby amended.

RECITALS:

WHEREAS, the City, Silver Carolina Development Company, L.L.C., a Delaware limited liability company, and Intracoastal Development Company, LLC, a South Carolina limited liability company entered into that certain Development Agreement, dated November 3, 1999, recorded March 22, 2000 in Deed Book 2242 at Page 0922, in the public records of Horry County, South Carolina (the “Development Agreement”); and

WHEREAS, Landowner is successor in title to a portion of the real property which is subject to the Development Agreement (the “Land”), which portion of the Land is more particularly shown on a Plat recorded in Plat Book 202 at Page 165, a miniaturized copy of which is attached hereto as **Exhibit “A”** (the “Subject Property”); and

WHEREAS, Developer and Landowner have reached a contractual agreement whereby Developer has the right to acquire the Subject Property; and

WHEREAS, the Parties now desire to amend said Development Agreement, in the manner set forth below.

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

1. **Term.** The term of this Agreement shall commence on the date on which this Agreement is executed by the City, the Landowner 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 no default on the part of the Landowner or the Developer has occurred (after being provided with notice and opportunity to cure as set forth below) of this Agreement, and the improvements to the Subject Property have not been completed, at the conclusion of the initial five-year term, provided no default on the part of the Landowner or the Developer has occurred hereunder, and improvement of the Subject Property has continued to be diligently pursued, the termination date of this Agreement shall be automatically extended by the City and the Landowner, or its respective

successors and assigns, including 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.

2. **Continuing Encumbrance and Obligation on the Parties.** Despite any change in ownership and/or the configuration and boundaries of the various real property subjected to the Development Agreement, and the Exhibits to the Development Agreement, except as hereby expressly amended or supplemented, the Development Agreement shall remain in full force and effect. More specifically, the obligations and provisions contained in this Agreement run with the Land, including the Subject Property and as such are obligations of the Parties as well as obligations of any subsequent transferees, purchasers, assignees or acquiring parties whether in whole or part with respect to any portion of the Land or the Subject Property relating thereto. Additionally, if any Party as well as any subsequent transferees, purchasers, assignees or acquiring parties whether in whole or part with respect to any portion of the Land or the Tracts relating thereto defaults or fails to satisfy, complete or comply with any of the provisions contained in the Development Agreement or this Agreement, it shall be considered a default by the applicable Party and handled accordingly as specifically provided for in the Development Agreement as amended by this Agreement.

3. **Amendment to Exhibit G.** **Exhibit G** attached to the Development Agreement is the Planned Development District (formerly called the Planned Unit Development), as amended, from time to time during the term of the Development Agreement (the “**PDD**”) is amended by that certain PDD Amendment entitled “Dye Estates MF-4 Barefoot Resort and Golf, North Myrtle Beach, SC”, dated May 17, 2021, and Revised June 15, 2021 (the “**PDD Amendment**”), which PDD Amendment is applicable solely to the Subject Property, a copy of which is attached hereto as **Exhibit “G-1”**, and a miniaturized copy of the Master Plan which is a part of the PDD Amendment (the “**Master Plan**”), attached hereto as **Exhibit “H”**.

4. **Additional Amendments.** As a condition to the approval of the PDD, the City, the Landowner and the Developer have agreed that certain additional amendments to the Development Agreement, which include the following:

- A. **Landowner and Developer** specifically covenant and agree not to subject the Subject Property to a conservation easement or other restrictive covenant, whereby any portion of the Subject Property shown on the approved Master Plan included in the PDD is restricted for future development of such portion of the Subject Property, the same shall also constitute a default hereunder, provided that, for purposes of this Agreement any conveyance to any homeowners association having jurisdiction over any portion of the Subject Property shall not be deemed such an easement or restriction, and shall not constitute a default.
- B. The residential units to be constructed upon the Subject Property, pursuant to the PDD, shall be individually owned townhomes on subdivided lots, and the total number of

residential units to be constructed upon the Subject Property shall be not less than Thirty Five (35) residential units and not more than Thirty Seven (37) residential units. For purposes of calculating the Park Enhancement Fee and the Beach Access Parking Fee, each as defined below, the Subject Property shall be deemed to include the greater of (i) Thirty Five (35) residential units; or (ii) the actual number of residential units constructed upon the Subject Property. For purposes of this Agreement, a residential unit shall be deemed a separate unit, whether free-standing, or within a larger building, such that multi-unit buildings such as townhomes, as an example, would be deemed multiple residential units despite being incorporated into a single building.

- C. Landowner and Developer agree that the minimum term of any rental agreement for residential units constructed upon the Subject Property shall be Six (6) months, provided that following any such initial Six (6) month period, residential leases may be extended for periods of less than Six (6) months to the same tenant, provided such extensions are for successive periods of not less than Thirty (30) days. No sub-lease or assignment shall be permitted which would result in a party occupying a residential unit for a period of less than Six (6) months, the express intent of this provision being to prohibit short-term and/or overnight rentals.
- D. The City and the Landowner that, in lieu of the conveyance of any portion of the Subject Property by the Landowner to the City, the Landowner and the City agree instead to a fee-in-lieu of conveyance, providing the funds necessary to allow the City to expand its existing parks (the "**Park Enhancement Fee**"). The Park Enhancement Fee shall be in an amount equal to the greater of (i) Two Hundred and No/100 (\$200.00) Dollars for each separate residential unit constructed on the Subject Property in accordance with the Master Plan; or (ii) Seven Thousand and No/100 (\$7,000.00) Dollars in the aggregate, in the event the number of separate residential units constructed on the Subject Property in accordance with the approved Master Plan is less than Thirty Five (35), in total. The Park Enhancement Fee shall be due and payable at the time of the issuance of a building permit for such residential unit constructed on the Subject Property. The imposition of the Park Enhancement Fee applicable to the Subject Property shall thereafter apply only to the Subject Property, and not to any other portion of the Land, and shall constitute a portion of the public benefit negotiated by the Landowner, the Developer and the City as a part of the PDD Amendment.
- E. The City and the Landowner further acknowledge that the conversion of the Subject Property from commercial space to residential units will increase the demand for beach access and services to be provided by the City, including, but not limited to beach access parking. In lieu of the Landowner being required to make provisions for beach access parking for the residents of the Subject Property, the Landowner, and Developer, if Developer is successor in title to Landowner, agree to pay to the City, for such residential properties to be constructed on the Subject Property, a fee-in-lieu of providing beach access parking. Such fee-in-lieu shall be used by the City to expand its existing and future beach access parking (the "**Beach Access Parking Fee**"). The Park Enhancement Fee shall be in an amount equal to the greater of (i) One Thousand One Hundred and No/100 (\$1,100.00) Dollars for each separate residential unit constructed on the Subject Property, in accordance with the Master Plan; or (ii) Thirty Eight Thousand Five Hundred and

No/100 (\$38,500.00) Dollars in the aggregate, in the event the number of separate residential units constructed on the Subject Property in accordance with the approved Master Plan is less than Thirty Five (35) in total. The Beach Access Parking Fee shall be due and payable at the time of the issuance of a building permit for such residential unit constructed on the Subject Property. The imposition of the Beach Access Parking Fee applicable to the Subject Property shall thereafter apply only to the Subject Property, and not to any other portion of the Land, and shall constitute a portion of the public benefit negotiated by the Landowner, the Developer and the City as a part of the PDD Amendment.

F. The City and a predecessor in title to Landowner entered into that certain instrument entitled “Minor Amendments to the Modification to Development Agreement dated August 1, 2003 and The Sewer and Water Extension Agreement dated August 2, 2003 (the “**Prior Amendment**”), which Prior Amendment provides, among other things for fees as follows: (a) Police/Fire Substation Fee in an amount equal to Four Hundred Fifty and No/100 (\$450.00) Dollars per Density Unit (the “**Fire Station Fee**”); (b) a Water Extension Fee in an amount equal to Five Hundred and No/100 (\$500.00) Dollars per Density Unit (the “**Water Extension Fee**”); and (c) a Sewer Extension Fee in an amount equal to One Hundred Seventy Five and No/100 (\$175.00) Dollars per Density Unit (the “**Sewer Extension Fee**”). Landowner and Developer acknowledge and agree that the Fire Station Fee, the Water Extension Fee and the Sewer Extension Fee are and shall remain applicable to the Subject Property, and that, for purposes of this Amendment, Density Unit shall be deemed equivalent to the residential units otherwise described herein.

5. **Notice Addresses.** Notices to be given pursuant to this Agreement shall be addressed to the following, subject to amendment by future written notice from any party to the remaining parties:

To the City: North Myrtle Beach City Manager
1018 Second Avenue South
North Myrtle Beach, SC 29582

With a copy to: North Myrtle Beach City Attorney
1018 Second Avenue South
North Myrtle Beach, SC 29582

To the Landowner: MMG Holdings, LLC

Attn: _____

To the Developer: NVR, Inc.

Attn: _____

6.

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

8. **Force and Effect.** If all Parties have not properly executed this Agreement within sixty (60) business days following execution of this Agreement by the City, then this Agreement shall be null and void and of no further force or effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date and below are their respective signatures.

[Separate signature pages follow]

EXHIBIT "A"

Plat of Subject Property

EXHIBIT “G-1”

PDD Amendment

EXHIBIT “H”

Master Plan