

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: July 16, 2024

Agenda Item: 7D	Prepared by: L. Suzanne Pritchard, PLA, AICP, CFM
Agenda Section: New Business: Ordinance. First Reading	Date: July 10, 2024
Subject: Amendment to the Bahama Island Development District (PDD) revising the access and offsite improvements	Division: Planning and Development

Proposed Changes:

The applicant, Robert “Shep” Guyton, agent for the owner, has requested an amendment to Phase Two of the Bahama Island PDD revising the required offsite improvements with small adjustments to internal access as shown on the proposed Master Site Plan. The entitled amendment requires improvements at the intersection of Sandridge Road and C Versie Road. However, this road is located within Horry County’s jurisdiction, and Horry County has denied the encroachment permit to make these improvements. In lieu of the C Versi connection, the applicant plans to:

- Install a radio-activated emergency gate at C Versie Road.
- Provide a left tun pocket on Bowline Avenue for turns into the project.
- Pay the City \$300,000 for roadway improvements.

The current proposal provides three access points to Bowline Boulevard, a 66’ public right-of-way, so the development still meets the access standards of the Land Development Regulations.

Two other changes are proposed with this amendment:

1. Increase the maximum rental term beyond 90 days in December, January, and February to allow for traditional long-term, snowbird use, and
2. Increase the maximum park model count to one-half (up from one-third) of allowed RV and park model spaces. The total number is capped at 361.

Staff Review:

The amendment has been reviewed by the Department of Public Works, Department of Public Safety, and the Zoning Administrator; no concerns have been expressed. One typo exists on the revised Master Plan indicating that a drainage easement, 25’ Offset from Top of Bank is public; this easement needs to be labeled as private. The other public easements are accurately labeled.

Planning Commission Action:

The Planning Commission conducted a public hearing on June 18, 2024, and voted unanimously to recommend approval of the request. There was no public comment.

Recommended Actions:

Approve or deny the proposed ordinance on first reading

Reviewed by Department Head

Reviewed by City Manager

Reviewed by City Attorney

Council Action:

Motion By _____ 2nd By _____ To _____

ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH MYRTLE BEACH
PROVIDING THAT THE CODE OF ORDINANCES,
CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA,
BE AMENDED BY REVISING THE BAHAMA ISLAND
PLANNED DEVELOPMENT DISTRICT (PDD)
REVISING ACCESS AND OFF-SITE IMPROVEMENTS
IN PHASE 2 OF THE DEVELOPMENT.**

Section 1:

That the Bahama Island PDD be amended to include updated exhibits for access and off-site improvements as depicted in Exhibit A attached and included in this ordinance.

If a conflict arises between the amendments listed in the ordinance and those listed in the PDD booklet, the PDD booklet shall take precedence. The proposed changes are reflected in the PDD booklet.

Section 2:

That the North Myrtle Beach Planning Commission has provided the required public notice of this request and has held the necessary public hearings in accordance with applicable State Statutes and City Ordinances.

DONE, RATIFIED AND PASSED, THIS _____ DAY OF _____, 2024.

ATTEST:

Mayor Marilyn Hatley

City Clerk

APPROVED AS TO FORM:

City Attorney

REVIEWED:

City Manager

FIRST READING: 7.15.2024

SECOND READING: _____

ORDINANCE: _____

**BAHAMA ISLAND PLANNED
DEVELOPMENT DISTRICT
(Long Bay RV Resort)**

FOURTH AMENDMENT TO THE PDD

June 10, 2024

**Bahama Island Planned Development District
Long Bay RV Resort
Fourth Amendment to the PDD**

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BAHAMA ISLAND PLANNED DEVELOPMENT DISTRICT

LONG BAY RV RESORT

FOURTH AMENDMENT TO THE PDD

DEVELOPMENT REGULATIONS

June 10, 2024

INTRODUCTION

The Long Bay RV Resort (the "Project") is envisioned as a highly amenitized travel resort adjacent to the Atlantic Intracoastal Waterway (the "AIWW"), and within the Bahama Island Planned Development District, within the City of North Myrtle Beach, South Carolina (the "City"). A location map of the parcels comprising the Project is attached hereto as Exhibit "A". The project fronts on the AIWW, and is accessed by Bowline Boulevard a Public Right-of-Way. The parcel is bounded on the North by and existing RV Resort and Boat Storage facility, which is also within the PDD.

PROJECT DEVELOPER

The amended site plan parcel, being the largest portion of the Bahama Island Planned Development District ("PDD"), is currently owned by SW INT 90 Holdco, LLC, a South Carolina limited liability company, SW INT 90 Holdco II, LLC, a South Carolina limited liability company, Myrtle Beach ZDGroup, LLC, a South Carolina limited liability company, SW INT 90 Holdco III, LLC, a South Carolina limited liability company and SW INT 90 Holdco IV, LLC, a South Carolina limited liability company (collectively the "Owners"), their successors and assigns being sometimes referred to as "Developer". The Project is anticipated to be built in being built in Two (2) separate sub-phases of a single phase of development, and marketed for sale as a destination resort and boat storage. The vesting Deeds for the above referenced parcels are attached hereto as Exhibit "B".

MASTER SITE PLAN AMENDMENT

The PDD as originally approved, included 1,374 condominium units (21 separate buildings ranging from 2 stories to 14 stories), a 95,810 square foot dry dock boat storage, a 3,000 square foot ship store, 46 boat slips within the AIWW prism line, 9 single family homes and various amenities.

By First Amendment to Planned Development District Agreement recorded January 16, 2018 in the public records of Horry County, the PDD was divided into Five (5) separate Phases, referenced as Phase 1, Phase 2, Phase 3, Phase 4 and Phase 5. The Phase 1 master plan was amended to reduce density and to include the addition of a campground and RV sites, together with the existing dry dock facilities, accessory commercial offices, restaurants, boardwalks, nature trails and boat

slips within the AIWW prism line. The remaining Phases 2 through 5 remained unchanged from the original PDD.

By Second Amendment to Planned Development District Master Development Agreement, recorded February 13, 2020 in the public records of Horry County, the PDD was again amended to add additional property to the Phase 1 portion of the PDD, and to further clarify development standards and public benefits to be paid by the developer of the Phase 1 portion of the PDD.

Section 15 of the Second Amendment to Planned Development District Master Developer Agreement further stipulated that the amendments were intended to be applicable only to the Phase 1B portion of the PDD, and that future amendments to the PDD that would affect one Tract (or any portion thereof), which is subject to the Planned Unit Development Agreement need not be consented to by any of the Landowners other than the owner of the parcel to which the amendment is applicable.

The Third Amendment to the Bahama Island Planned Development District, included the annexation of additional property into the PDD, as well as an amendment to the Master Plan for the PDD, further reducing the density within the PDD, and creating RV Spaces and/or Park Models, each of which are interchangeable, and occupy the same physical space, which are deemed “RV Spaces” for purposes of the Third Amendment.

This Fourth Amendment to the Bahama Island Planned Development District, includes an amendment to the Master Plan for the PDD to reflect changes in the circulation plans for the PDD, as a result of the requirements of the South Carolina Public Service Authority (“Santee Cooper”), as to existing transmission structures, such amended Master Plan being included as Exhibit 2 to this Amendment and shall replace any prior Master Plan for this portion of the PDD submitted with the Third Amendment to the Bahama Island Planned Development District, 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 Two (2) separate Phases, the First Phase including the proposed RV Resort, administrative buildings and amenities, and the Second Phase including the proposed dry dock boat storage facility, each of such Phases may be developed in Two (2) or more separate sub-phases, all of which may be developed in any order and simultaneously, at the election of the Developer. The anticipated build-out schedule for the entire Project is Four (4) years from the issuance of development approvals for the Phase 1 portion of the Project.

DEVELOPMENT DESCRIPTION

The location of the Project is prominent as it fronts along the AIWW, although on the Western side of the AIWW. This section of the AIWW remains relatively undeveloped, and the Project abuts additional undeveloped parcels to the South.

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 and transient visitors to the Project. The Public Right-of-Way concept of the Project, is visually appealing, and serves the visitors to the Project while maintaining the ability for future extension of this Public Right-Of-Way to the South, and continuing parallel with the AIWW. Access into the RV Resort is by way of the Public Right-Of-Way, with the interior roadways remaining private.

A sidewalk will be located within the Public Right-of-Way on each side of the roadway, in order to separate vehicular and pedestrian traffic. The internal roadways are designed for very low speeds, and will not include sidewalks.

Street trees and street lighting will alternate along the Public Right-of-Way, with street trees occurring at 50' intervals, 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 Developer or a separate homeowner's association for the Project pursuant to a separate encroachment agreement with the City.

Guest parking will be provided near the Administrative building, to facilitate guest reservations and check-in. Additional diagonal parking will also be provided near the Administrative building to accommodate trailers, towed vehicles and other travel accessories which cannot be accommodated on an individual RV Space and/or Park Model.

INFRASTRUCTURE AND COMMON SPACES

Storm drainage will incorporate both underground and above ground drainage systems with an outfall into a proposed detention pond within the boundary of the Project, eventually out falling to the existing wetlands on-site, and ultimately to the AIWW. Electrical services, cable television, internet and telephone services will be installed underground. These facilities will be maintained by the Developer and the utility companies providing services, and will be available to serve guests of the Project. Water and Sewer facilities will be dedicated to Grand Strand Water and Sewer Authority ("**GSWSA**"). The Developer is reserving a future corridor for the installation of an water connection under and across the AIWW, between the City and GSWSA. Landscaping, lighting and pavers, whether within the Public Right-of-Way or within the common areas of the Project, will be maintained by the Developer, 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 guests residents occupying the improvements within the Project, which would be similar to rules and regulations established by other first class travel resorts.

RECREATIONAL AMENITIES

The Project is both located and designed to take advantage of the AIWW, and to provide a quality vacation experience for the guests of the Project. On-site amenities including swimming pool and pool deck, bath houses, retail and restaurants , together with access to the AIWW are designed to both occupy the Project guests, and to provide viable options to visiting the beaches within the City. The location and accessibility of the Project is designed to attract not only summer guests, but also locals desiring a weekend getaway experience in their local area. golf experience for the potential home purchaser.

DIMENSIONAL STANDARDS

The following dimensional standards will apply to the Project:

USES AND DEVELOPMENT REGULATIONS

Proposed Use	Minimum Site Area	Perimeter Setbacks (No internal setbacks)	Max Height	Imp. Surface Ratio	Min. Lot Width	Minimum Bldg. Separation
RV Space*	1,200 SF	25'	25'	N/A	15'	10'
Commercial and Retail	5,000 SF	25'	55'	N/A	50'	20'
Dry Dock Boat Storage	20,000 SF	25'	80'	N/A	80'	20'

*RV Spaces shall include both RV Parking Spaces and/or Park Models, provided the total of both RV Spaces and Park Models shall not exceed 361, Park Models may not exceed 1/2 of the combined total number of RV Spaces and Park Models.

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 in an Exhibit Supplement submitted with this Amendment, together with the Building Elevations and a palette of acceptable colors, in the same Exhibit Supplement. The Landscape Materials List is also included in the Exhibit Supplement submitted with this Third 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. Lighting will be consistent with the lighting ordinances of the City, and will be coupled with landscape lighting and signage lighting in order to provide a tropical vacation atmosphere.

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 Bahama Island Boulevard. Such monument signs shall be used only for the Project and not for other off-premises advertising. Each RV Space and Park Model shall be numbered for Emergency Services identification purposes, on the side facing the Public Right-of-Way.

PUBLIC BENEFIT

1. **Additional Obligations, Fees and Public Benefits.** The Developer, and its respective successors and assigns agree that the then current owner of the Property or any portion thereof, shall pay to the City, the enhancement fees, as set forth below (collectively the “***Enhancement Fees***”). Developer further agrees that the Enhancement Fees shall be subject to an annual increase, beginning on January 1, 2025, in an amount equal to the lesser of (i) the increase in the Consumer Price Index, published by the U.S. Bureau of Labor Statistics (“***CPI***”) between the beginning and end of the most recent calendar year; or (ii) Two (2%) percent per annum, which increase is intended to ensure that the Enhancement Fees continue to reflect the City’s on-going increases in the costs of services provided. Developer will provide the Enhancements Fees, together any additional public benefits, as follows:

(A) **Park Enhancement Fee.** As a public benefit, for the Property, the Developer or the then current owner, shall pay to the City, as to each of the 361 proposed RV Spaces and/or Park Models within the Project, a park enhancement fee (the “***Park Enhancement Fee***”) in an amount equal to \$300 for each RV Space and/or Park Model, ¼ paid at the time of issuance of a grading permit for site work for the Project, ¼ paid at the time of issuance of the first building permit for the Project, ¼ paid at the time of issuance of the second building permit for the Project, and the final ¼ paid at the time of issuance of the third building permit for the Project.

(B) **Beachfront Parking Enhancement Fee.** As a public benefit, for the Property, the Developer, or the then current owner, shall pay to the City, as to each of the 361 proposed RV spaces within the Property, a beach parking fee (the “***Beachfront Parking Enhancement Fee***”) in an amount equal to \$1,100 for each RV Space and/or Park Model, also paid at the time of issuance of a grading permit for site work for the Project, ¼ paid at the time of issuance of the first building permit for the Project, ¼ paid at the time of issuance of the second building permit for the Project, and the final ¼ paid at the time of issuance of the third building permit for the Project.

(C) **Public Safety Enhancement Fee.** As a public benefit, for the Property, the Developer, or the then current owner, shall pay to the City, as to each of 361 proposed RV spaces within the Property, a public safety enhancement fee (the “***Public Safety Enhancement Fee***”) in any

amount equal to \$3,600 for each of the proposed 361 RV Spaces and/or Park Models within the Property, also ¼ paid at the time of issuance of a grading permit for site work for the Project, ¼ paid at the time of issuance of the first building permit for the Project, ¼ paid at the time of issuance of the second building permit for the Project, and the final ¼ paid at the time of issuance of the third building permit for the Project.

(D) **Off-Site Road Improvements.** Under the terms of the Third Amendment to the PDD, the Developer was obligated to make certain off-site roadway improvements to the roadways providing access to the Project from Sandridge Road, which improvements may be subject to the approval and consent of Horry County, and such improvements shall be made in accordance with the standards of Horry County, following approval and consent of Horry County, and the completion and acceptance of such improvements by Horry County, to the extent such acceptance is required, Developer shall be deemed to have completed such improvements in accordance with the terms of this Fourth Amendment. Each of the Two (2) off-site roadway improvements to be installed, subject to the approval and consent of Horry County, are attached to this Fourth Amendment as Exhibit 3, and Exhibit 4, respectively. These Two (2) off-site roadway improvements are as follows:

- (i) Install a radio activated emergency gate within the existing right-of-way of C Versi Road, a roadway maintained by Horry County, as a secondary access to the Project, in accordance with the template and detail attached hereto as **Exhibit “3”**.
- (ii) Provide a left turn pocket (taper and storage) on Bowline Avenue for left turns into the Project, in accordance with the template attached hereto as **Exhibit “4”**.

(E) **Prior Off-Site Road Obligations.** Notwithstanding any other provisions herein, the City and the Developer acknowledge and agree that those off-site roadway improvements originally set forth in the Third Amendment to the PDD, while not approved by Horry County, may at some time in the future, be approved by the City if and when such roadways are accepted by the City for maintenance. Therefore, in lieu of making the previously proposed roadway improvements other than as set forth above, which were not approved by Horry County, the Developer shall instead contribute to the City, at the time the Developer applies for the Third (3rd) building permit within the Project, the sum of Three Hundred Thousand and No/100 (\$300,000.00) Dollars (the “***Roadway Improvement Contribution***”), which Roadway Improvement Contribution may be used by the City, in the City’s sole discretion for improvement of roadways and related utilities within the corporate limits of the City.

(F) **Uses and Density.** As a public benefit, Development of the Property shall be determined in accordance with the Code of Ordinances, as the same may be amended from time to time pursuant to this Agreement, provided that the Property and the applicable approved Master Plan shall provide for not more than 361 total combined RV Spaces and Park Models, at a maximum height not to exceed 25 feet for all RV Spaces and Park Models. Park Models may not exceed 1/3 of the combined total number of RV Spaces and Park Models. Administrative buildings, dry dock boat storage and other buildings will exceed 25 feet, but will not exceed 80

feet, and shall be in addition to the above referenced density.

(G) **Development Activity, Clearing and Grading.** As an obligation, Development Activity, Clearing and Grading, as defined in Article II and Article II of the Code of Ordinances, shall conform to the following:

(i) It is the desire of the Developer and the City that the impacts of Development Activity within the Property to areas outside of the Property be minimized, therefore initial clearing within the Property shall be limited to infrastructure for the Property, including roadways, water and sewer distribution and service lines, and storm drainage facilities in accordance with each phase.

(ii) Following the issuance of the initial permits associated with Clearing and Grading set forth in Section (i) above, subsequent permits may include any remaining portion of the infrastructure for the Property, including roadways, water and sewer distribution and service lines, and storm drainage facilities in the respective phase of the Property, shown on the preliminary plat.

(iii) Permits may be issued concurrently, as the Developer may have commenced, but not have completed the scope of one permit, prior to commencing additional phases of the Property for which an additional permit is required.

(iv) The above standards have been established so as to minimize the number of trips generated by construction vehicles, including and particularly high-capacity vehicles removing or delivering materials from or to the Property which are more disruptive to the existing communities surrounding the Property during Development Activities, including Clearing and Grading.

(H) **Prohibition Against Conservation Easements and Other Restrictions on the Property.** As a public benefit, Developer specifically covenants and agrees not to subject the Property to a conservation easement or other restrictive covenant, whereby any portion of the Property shown as RV Spaces, Park Models, Dry Dock Boat Storage or amenities on the approved Master Plan is restricted for future development of such portion of the Property, the same shall also constitute a Developer Default hereunder, provided that, for purposes of this Agreement any conveyance to the Owners Association shall not be deemed such an easement or restriction, and shall not constitute a Developer Default.

(I) **General Maintenance and Mowing.** As an obligation, Developer must maintain the Property consistent with the Code of Ordinances of the City, provided that, at a minimum, Developer will mow the undeveloped Property no less than eight times per year until the Project is fully developed. The mowing shall occur in the periods between March 1 and November 30 of each calendar year. In addition, until the Project is fully developed, the Developer shall remove any fallen trees on the Property, such tree removal to occur during the same periods set out for mowing above. The Developer shall be given a reasonable period of time to be determined by the City Manager or his designee, to mow the Property and remove fallen trees on the Property in the event of a hurricane, rain event or other force majeure that prevents the

Developer from complying with the mowing/maintenance schedule referenced above.

If the Developer fails to comply with the scheduled time frames for mowing and removal of fallen trees, as determined by the City Manager or his designee, then the City shall have the right to enter the Property for the purpose of mowing and removing any fallen trees, and the Developer shall reimburse the City for the costs of such mowing and/or tree removal in an amount equal to One Hundred (100%) percent of such the costs incurred by the City for mowing and/or tree removal. In the event Developer should fail to reimburse the City within Thirty (30) days of the date an invoice is delivery by the City to the Developer, the City may place a lien upon the Property, which lien shall be enforceable in the same manner as a property tax lien, which may only be satisfied by payment thereof.

(J) **Maximum Rental Term.** As a public benefit, Developer or the then current owner of the Project agree that the maximum term of any rental agreement for RV Spaces or Park Models shall not exceed Eighty Nine (89) days, the express intent of this provision being to insure that the term of occupancy for any RV Space or Park Model does not exceed the statutory period under which accommodations taxes would be applicable. Notwithstanding the above limitation, during the calendar months of December, January and February, the maximum term of any rental agreement for the RV Spaces or Park Models may exceed Eighty Nine (89) days.

(K) **Stormwater and Drainage.** As an obligation, Developer shall provide stormwater conveyance and retention facilities sufficient in capacity to accommodate the storm water generated from the Property, and provide the City with evidence of the necessary and required permanent and perpetual easements necessary to facilitate such drainage from the Property.

(L) **On-Site Amenity.** As a public benefit, Developer recognizes that on-site amenities within the Project reduce the demand on the recreational services that must otherwise be provided by the City, and therefore Developer agrees that the on-site amenities for the Project will include (i) a swimming pool of not less than 2,500 square feet in size to accommodate the residents of the Project, together with not less than 3,500 square feet in pool deck, with a clubhouse and restrooms; and (ii) that such swimming pool, clubhouse and restrooms will be commenced on or before the date on which the final approval for site work is issued for the Project.

(M) **Jurisdictional and Non-Jurisdictional Waters.** As an obligation, Jurisdictional and Non-Jurisdictional Waters of the State of South Carolina and the United States within the Project which are not mitigated, filled or otherwise modified, shall be surrounded by a water quality buffer of not less than Twenty (20) feet in width. Developer will convey all Jurisdictional and Non-Jurisdictional Waters of the State of South Carolina and the United States located within the Project to the Owner's Association for maintenance and operation not later than the date on which the Project is complete.

(N) **Open Space Requirement.** As a public benefit, Developer agrees that the Project shall incorporate not less than Twenty (20%) percent open space, which for purposes of this Agreement shall include protected wetlands, required buffers, ponds, lakes, amenity lots and

parcels, open spaces, green space or other undeveloped acreage which is within the Project.

(O) **Approved Materials and Building Elements.** As a public benefit, Developer further agrees that certain materials shall be prohibited for incorporation in the Park Models, Amenities or other buildings constructed as part of the Project, and those prohibited materials and encouraged building elements are set forth on **Exhibit “G”** previously submitted with the Third Amendment (the “*Approved Materials*”).

(P) **Drainage Canal Maintenance.** As a requirement, Developer agrees that the existing drainage canal located along the Western property line of the Property and extending beyond the property line of the Property, shall be improved, stabilized and maintained by Developer, or an Owners Association, including the reservation of necessary drainage maintenance easements along such drainage canal.

(Q) **Reservation of Utility Easement and Drainage Easements.** As a public benefit, Developer agrees to reserve an easement for the benefit of the City, Thirty (30) feet in width (the “*City Utility Easement*”), running parallel and adjacent to the existing right-of-way reserved for the South Carolina Public Service Authority, in which the City intends to bore beneath the Atlantic Intracoastal Waterway for the installation of water and/or sewer line as a continuous connection between the City utility system and that of Grand Strand Water & Sewer Authority. The City Utility Easement is shown on the Master Plan. In addition, the Developer shall reserve an easement for the benefit of the City, for drainage from the improvement Bowline Boulevard to the existing wetlands and to be improved storm water retention areas within the Property, sufficient to accommodate the storm drainage from Bowline Boulevard.

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 EXHIBIT 2, MASTER PLAN REPLACING THE PREVIOUSLY APPROVED MASTER PLAN.**

SEE EXHIBIT 3, GATE AND ROADWAY DETAIL FOR C VERSI ROAD IMPROVEMENTS.

SEE EXHIBIT 4, LEFT TURN POCKET AT BOWLINE ROAD IMPROVEMENTS.

ALL REMAINING EXHIBITS PREVIOUSLY APPROVED REMAIN UNCHANGED.

EXHIBIT 2

Revised Master Plan

06/18/2024 2:48 PM

PARCEL PIN #(S): PIN 350-00-00-0083 (NMB), PIN 350-00-00-0086 (HC)
47 LOTS & RIGHT OF WAY (HC) OCEAN HARBOR ESTATES (PB71 PG.36)

MASTER PLAN IS SCHEMATIC IN NATURE. MODIFICATIONS MAY BE REQUIRED IN ORDER TO MEET REQUIRED STANDARDS DURING FINAL DESIGN.

BAHAMA ISLAND

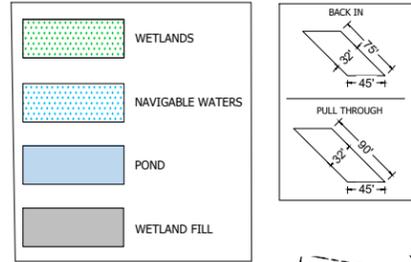
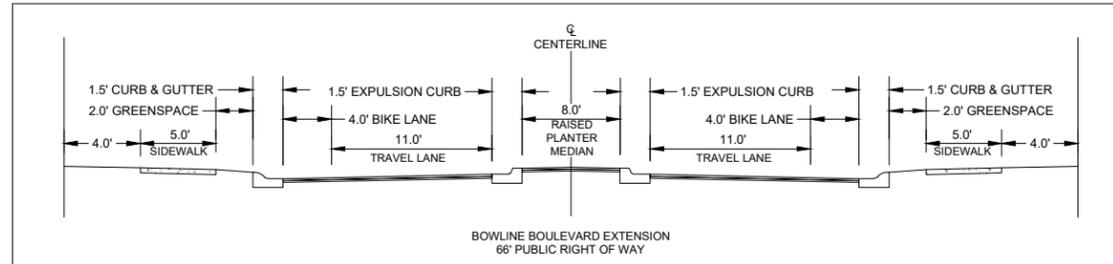
PROPOSED PROJECT BOUNDARY:	73.0± ACRES
WETLANDS	15.3 ± ACRES
PONDS	3.0 ± ACRES
NAVIGABLE WATERS	1.7 ± ACRES
PUBLIC RIGHT OF WAY	4.1 ± ACRES
AMENITY AREA	5.0± ACRES
(BUILDINGS & EXTERIOR ACTIVE SPACE)	
ADMINISTRATIVE AREA	4.0± ACRES
(OFFICE, MAINTENANCE & PARKING)	
COMMERCIAL AREA	1.0± ACRES
(RETAIL & DOCKS)	
DRY DOCK AREA	4.0± ACRES
RV SPACES & DRIVES	34.9± ACRES

RECREATIONAL VEHICLE SPACES

BACK IN	330
PULL THROUGH	18
PARALLEL	5
TOTAL	353

DOCKS (20'x35')	100
PERIMETER PDD BUFFER	25'
INTERNAL DRIVE ISLES	22'
TOTAL WETLAND IMPACTS	0.48± ACRES
(NWP SAC2023-00920, DHEC HQ1-15v6-KN243)	

BUILDING SETBACKS SET BY PDD
*RV PAD INSTALLATION PERFORMED PRIOR TO PUBLIC UTILITY
INSTALLATION IS DONE AT RISK

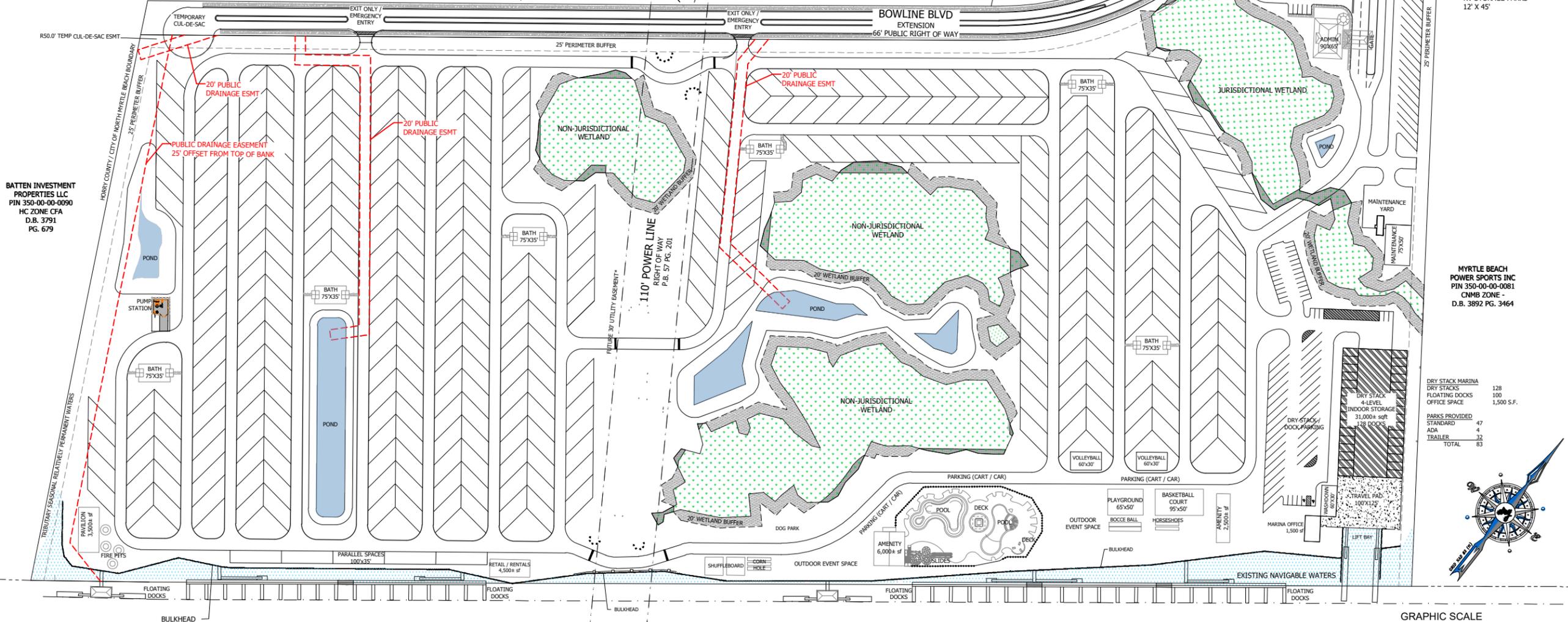


GREEN DAVID ANTHONY
PIN 350-09-02-0003
HC ZONE CFA
D.B. 3759
PG. 595

HENSON MARGIE
PIN 350-10-01-0048
HC ZONE CFA
D.B. 3209
PG. 473

LIVINGSTON RICKY
PIN 350-08-03-0008
HC ZONE CFA
D.B. 1843
PG. 615

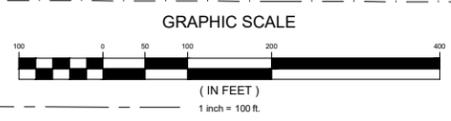
ELLIOTT FAMILY PROPERTIES LLC
PIN 350-00-00-0085
HC ZONE CFA
D.B. 3558
PG. 1901



BATTEN INVESTMENT PROPERTIES LLC
PIN 350-00-00-0090
HC ZONE CFA
D.B. 3791
PG. 679

MYRTLE BEACH POWER SPORTS INC
PIN 350-00-00-0081
CNMB ZONE -
D.B. 3892 PG. 3464

DRY STACK MARINA	128
DRY STACKS	100
FLOATING DOCKS	1,500 S.F.
OFFICE SPACE	
PARKS PROVIDED	
STANDARD	47
ADA	4
TRAILER	32
TOTAL	83



DEVELOPMENT RESOURCE GROUP, LLC
4703 OLEANDER DRIVE
MYRTLE BEACH, SC 29577
843-639-3350 | DRGPLLC.COM

MASTER PLAN

BAHAMA ISLAND

JOB NO:	22.108
SCALE:	1" = 100'
DRAWN BY:	PTH
DATE:	06/18/2024

EXHIBIT A

W:\RGS\PROJECTS\22108 - ZD GROUP - BAHAMA ISLAND\JULIUS\HAWKINS\22108_BAHAMA ISLAND PLAN (2024).Dwg - REV.DWG

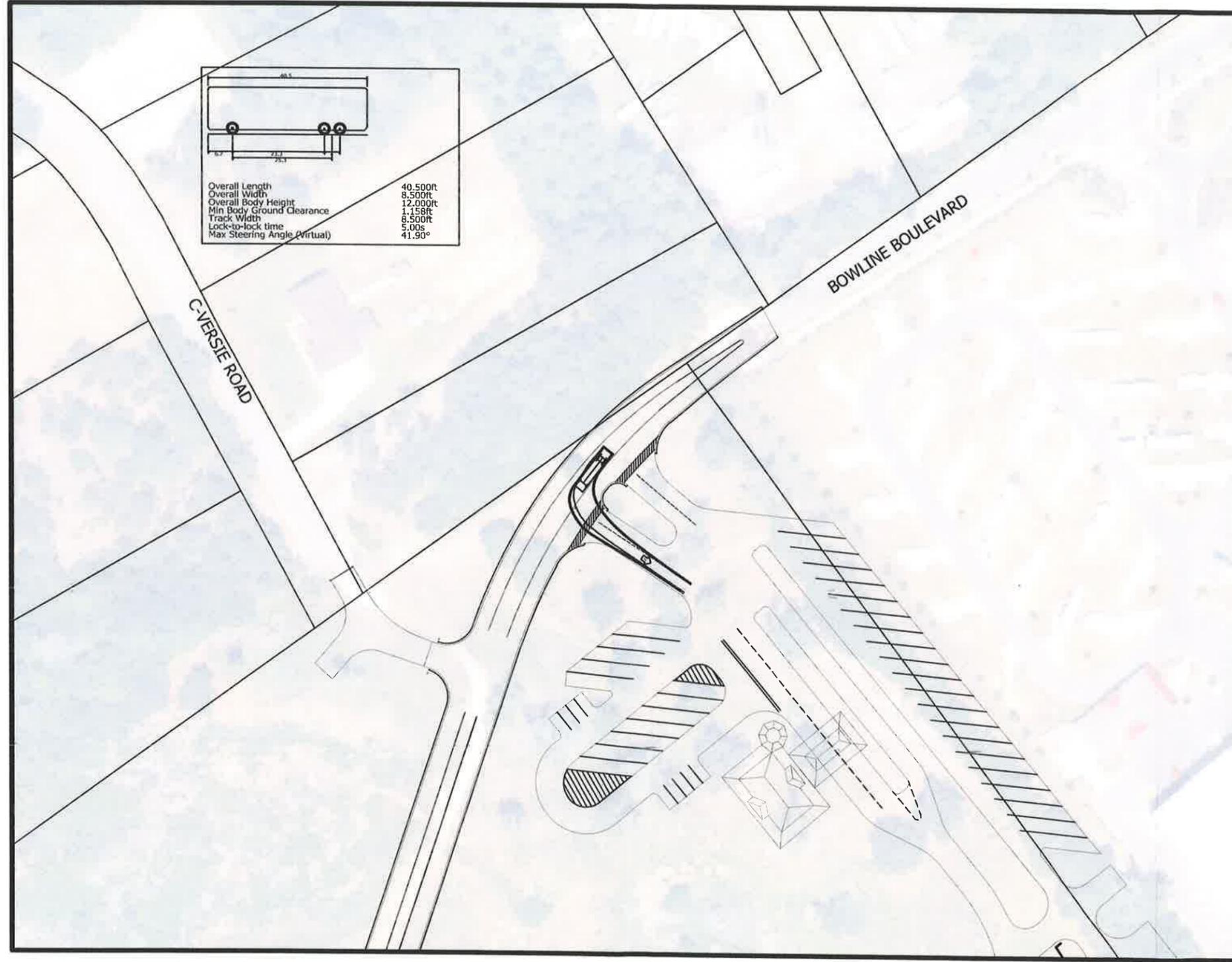
ATLANTIC INTRACOASTAL WATERWAY

EXHIBIT 3

C Versi Road Improvements

EXHIBIT “4”

Left Turn Pocket Roadway Improvement to Bowline



dry

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

IMPROVEMENTS
 BOWLINE BOULEVARD / RESORT ENTRY
BAHAMA ISLAND

JOB NO: 22.108
 SCALE: 1" = 100'
 DRAWN BY: PTH
 DATE: 06/07/2024
 EXHIBIT NUMBER:

EXHIBIT E

6C. MAJOR PLANNED DEVELOPMENT DISTRICT AMENDMENT Z-24-20: City staff received an application for a major amendment to the Bahama Island Planned Development District (PDD) revising the phase two access and offsite improvements.

Background

The Planning Commission recommended approval of the major amendment entitling phase two of Bahama Island at their January 10, 2023, meeting; the development passed second reading at City Council on March 6, 2023. An amendment/DA amendment was pursued earlier this year, but withdrawn by the applicant.

Proposed Changes

The applicant, Robert “Shep” Guyton, agent for the owner, has requested an amendment to phase two of the Bahama Island PDD revising the required offsite improvements with small adjustments to internal access as shown on the proposed Master Site Plan. The entitled amendment requires improvements at the intersection of Sandridge Road and C Versie Road. However, this road is located within Horry County’s jurisdiction, and Horry County has denied the encroachment permit to make these improvements. In lieu of the C Versi connection, the applicant plans to:

- Install a radio-activated emergency gate at C Versi Road
- Provide a left turn pocket on Bowline Avenue for turns into the project
- Pay the City \$300,000 for roadway improvements

The applicant asks Planning Commission to interpret the project meeting the fire access standards of the City’s Land Development Regulations as the RV Resort provides three access points to Bowline Boulevard, a 66’ public right-of-way. The applicant also proposes to increase the maximum rental term beyond 90 days in December, January, and February to allow for traditional long-term, snowbird use.

Staff Review

Planning & Development, Planning Division

The Planning Department has no issue with the proposed amendment.

Planning & Development, Zoning Division

The Zoning Administrator has no issue with the proposed amendment.

Public Works

The Public Works Department has no issue with the proposed amendment, but asks for the following revisions to this document (and/or the accompanying DA amendment):

- Revise Development Description to reference Grand Strand Water & Sewer service area.
- Provide an itemized engineer’s cost estimate for the previously requested intersection improvements at Sandridge Road and Old Crane Road and at Old Crane Road and Bowline Boulevard to offer some justification to the \$300,000.
- Provide exhibits of intersection improvements; specify existing right-of-way widths.
- Add note to the Master Plans that they are schematic in nature, and that modifications may be required in order to meet required standards during final design.

Public Safety

The Fire Marshal has no issue with the proposed amendment.

According to § 23-4, Amendments, of the Zoning Ordinance, the advertisement requirement for Zoning Ordinance amendments is 15 days, and that advertisement notice has been met. The amendment is presented to the Planning Commission for a recommendation that will be forwarded to City Council at their next meeting scheduled for July 15, 2024.

Planning Commission Action

The Planning Commission may approve, approve with modifications and/or conditions, or deny the proposal as submitted.

Alternative Motions

- 1) I move that the Planning Commission recommend approval of the major planned development district amendment to the Bahama Island PDD [Z-24-20] as submitted.
OR
- 2) I move that the Planning Commission recommend denial of the major planned development district amendment to the Bahama Island PDD [Z-24-20] as submitted.
OR
- 3) I move (an alternate motion).

PDD Zoning Finance Account Code:	3.22
FEE PAID:	\$500.00 on June 3, 2024
FILE NUMBER:	Z-24-20
Complete Submittal Date:	June 3, 2024



Notice Published:	May 30, 2024
Planning Commission:	June 18, 2024
First Reading:	July 15, 2024
Second Reading:	August 19, 2024

City of North Myrtle Beach, SC

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

GENERAL INFORMATION	
Date of Request: May 16, 2024	Property PIN(S): 130-00-08-058 et al
Property Owner(s): SW Int 90 Holdco, LLC; SW Int 90 Holdco II, LLC; Myrtle Beach ZD Group, LLC; SW Int 90 Holdco III, LLC; SW Int 90 Holdco IV, LLC;	Type of Zoning Map Amendment: Major PDD Amendment
Address or Location: Bowline Boulevard near Sandridge Road	Project Contact: Robert Guyton
Contact Phone Number: 8438392100	Contact Email Address: rsguyton@guytonlawfirm.com
PDD Name: Bahama Island PDD - Long Bay RV Resort	Total Area of Property: 73.42 Acres
Proposed Amendment: Revisions to the Master Plan for the Phase II RV Park	
RECORDED COVENANT INFORMATION	
I hereby certify that the tract(s) or parcel(s) of land to which this approval request pertains is not restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the activity for which approval is sought, as provided in South Carolina Code of Laws (§ 6-29-1145).	
Applicant's E-signature: <u>Robert Guyton</u>	
<small>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.</small>	

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

PAID
JUN 14 2024

LETTER OF AGENCY

To: City of North Myrtle Beach and Horry County

Re: Horry County PIN No.: 130-00-08-058/350-00-00-0083 (Within the City);
130-00-08-074/350-00-00-0086; 130-17-01-004/350-09-02-0001; 130-17-01-005/350-09-02-0002; 130-17-01-003/350-10-01-001; 130-17-01-002/350-10-01-002; 130-17-01-001/350-10-01-003; 350-10-01-0004; 130-17-01-006/350-10-01-0005; 130-17-01-007/350-10-01-0006; 130-17-01-008/350-10-01-0007; 130-17-01-009/350-10-01-0008; 130-17-01-010/350-10-01-0009; 130-17-01-011/350-10-01-0010; 130-17-01-012/350-10-01-0011; 130-17-01-013/350-10-01-0012; 130-17-01-023/350-10-01-0014; 130-17-01-024/350-10-01-0015; 130-17-01-022/350-10-01-0016; 130-17-01-021/350-10-01-0017; 130-17-01-020/350-10-01-0018; 130-17-01-019/350-10-01-0019; 130-17-01-018/350-10-01-0020; 130-17-01-017/350-10-01-0021; 130-17-01-016/350-10-01-0022; 130-17-01-014/350-10-01-0023; 130-17-01-015/350-10-01-0024; 130-17-01-034/350-10-01-0025; 130-17-01-035/350-10-01-0026; 130-17-01-033/350-10-01-0027; 130-17-01-032/350-10-01-0028; 130-17-01-031/350-10-01-0029; 130-17-01-030/350-10-01-0030; 130-17-01-029/350-10-01-0031; 130-17-01-028/350-10-01-0032; 130-17-01-027/350-10-01-0033; 130-17-01-025/350-10-01-0034; 130-17-01-026/350-10-01-0035; 350-10-01-0013; 130-17-01-046/350-10-01-0036; 130-17-01-047/350-10-01-0037; 130-17-01-045/350-10-01-0038; 130-17-01-044/350-10-01-0039; 130-17-01-043/350-10-01-0040; 130-17-01-042/350-10-01-0041; 130-17-01-041/350-10-01-0042; 130-17-01-040/350-10-01-0043; 130-17-01-039/350-10-01-0044; 130-17-01-038/350-10-01-0045; 130-17-01-037/350-10-01-0046; 130-17-01-036/350-10-01-0047

Property Location: Atlantic Intracoastal Waterway, Bahama Island Boulevard, C Versi Drove.

Fee Simple Property Owner: SW INT 90 Holdco, LLC, a South Carolina limited liability company, SW INT 90 Holdco II, LLC, a South Carolina limited liability company, Myrtle Beach ZDGroup, LLC, a South Carolina limited liability company, SW INT 90 Holdco III, LLC, a South Carolina limited liability company and SW INT 90 Holdco IV, LLC, a South Carolina limited liability company.

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

Authorized Agents: Robert S. Guyton, P.C.
Development Resource Group

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

DRG: 4703 Oleander Drive
Myrtle Beach, South Carolina 29577

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

DRG: (843) 839-3350

Fee Owners: **SW INT 90 HOLDCO, LLC**

By: _____
Title: _____
Address: _____
Phone: _____

SW INT 90 HOLDCO II, LLC

By: _____
Title: _____
Address: _____
Phone: _____

MYRTLE BEACH ZDGROUP, LLC

By: _____
Title: _____
Address: _____
Phone: _____

SW INT 90 HOLDCO III, LLC

By: _____
Title: _____
Address: _____
Phone: _____

SW INT 90 HOLDCO IV, LLC

By: _____
Title: _____
Address: _____
Phone: _____

3/17/2023 8:36 AM
P:\22108 - ZD GROUP - BAHAMA ISLAND\DESIGN\DRAWINGS\2108 BAHAMA RV LAND PLAN 2023-02-01.DWG

PARCEL PIN #(S) : PIN 350-00-00-0083 (NMB), PIN 350-00-00-0086 (HC)
47 LOTS & RIGHT OF WAY (HC) OCEAN HARBOR ESTATES (PB71 PG.36)

BAHAMA ISLAND

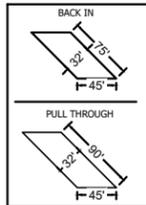
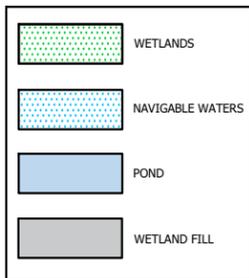
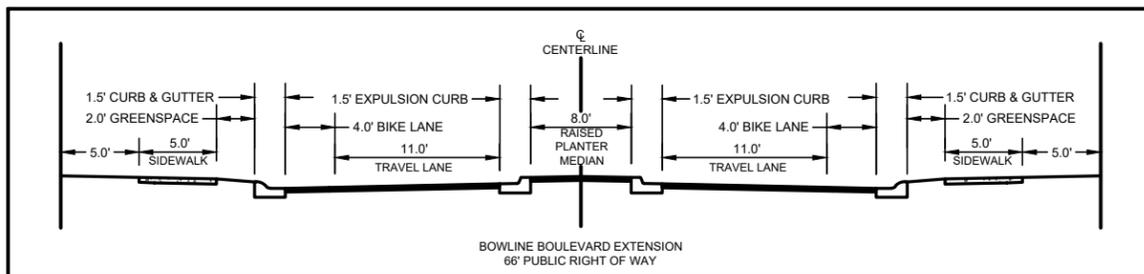
PROPOSED PROJECT BOUNDARY:	73.0± ACRES
WETLANDS	15.3 ± ACRES
PONDS	3.0 ± ACRES
NAVIGABLE WATERS	1.7 ± ACRES
PUBLIC RIGHT OF WAY	4.1 ± ACRES
AMENITY AREA	5.0± ACRES
(BUILDINGS & EXTERIOR ACTIVE SPACE)	
ADMINISTRATIVE AREA	4.0± ACRES
(OFFICE, MAINTENANCE & PARKING)	
COMMERCIAL AREA	1.0± ACRES
(RETAIL & DOCKS)	
DRY DOCK AREA	4.0± ACRES
RV SPACES & DRIVES	34.9± ACRES

RECREATIONAL VEHICLE SPACES

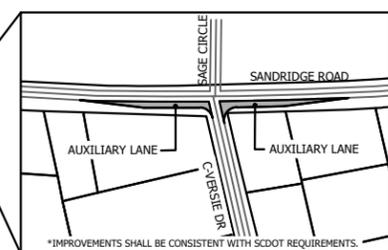
BACK IN	338
PULL THROUGH	18
PARALLEL	5
TOTAL	361

DOCKS (20'x35')	100
PERIMETER PDD BUFFER	25'
INTERNAL DRIVE ISLES	22'
TOTAL WETLAND FILL	0.35± ACRES

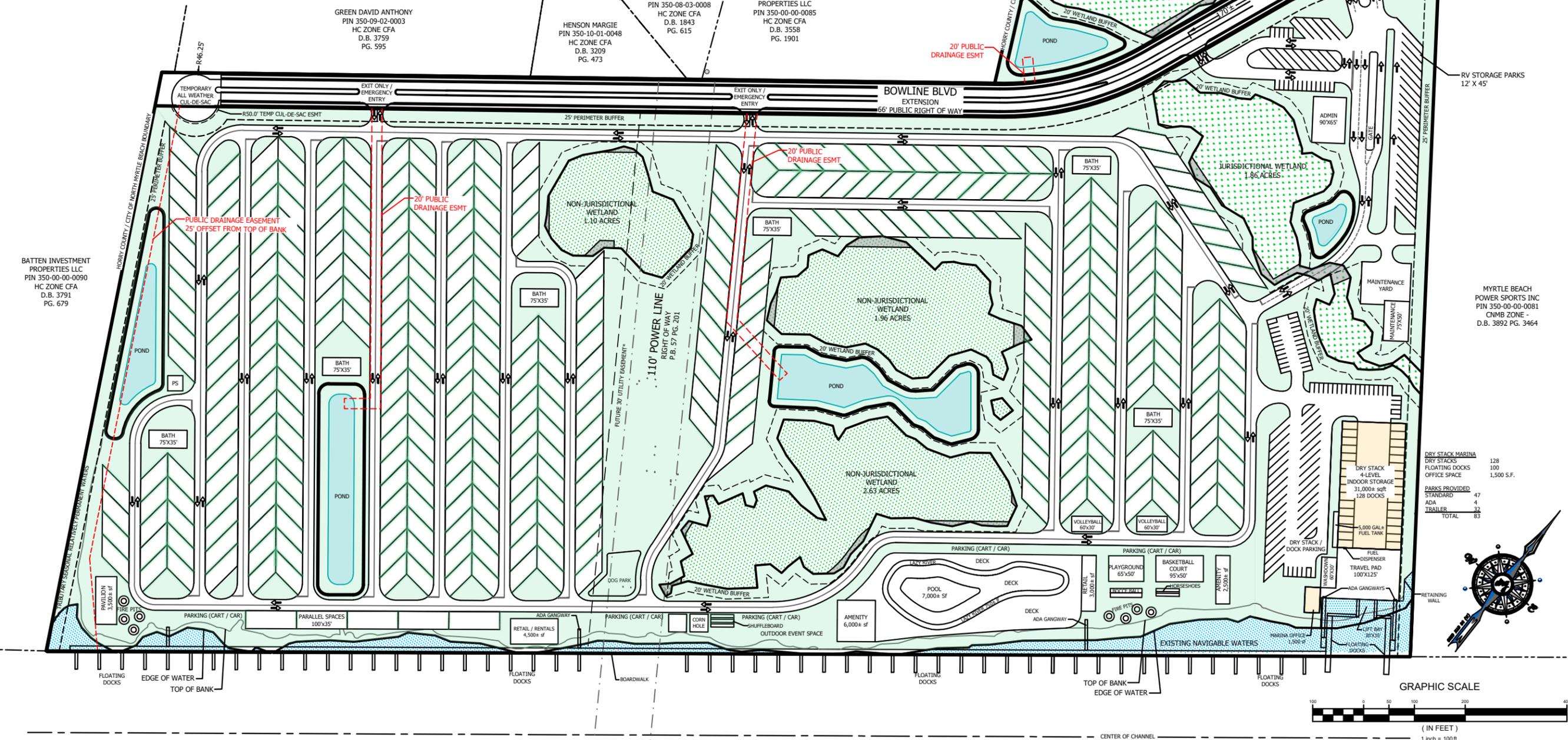
BUILDING SETBACKS TO BE SET BY PDD AMENDMENT
*RV PAD INSTALLATION PERFORMED PRIOR TO PUBLIC UTILITY
INSTALLATION IS DONE AT RISK



SEE INSET FOR IMPROVEMENTS AT THE INTERSECTION OF C-VERSIE ROAD AND SANDRIDGE ROAD



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

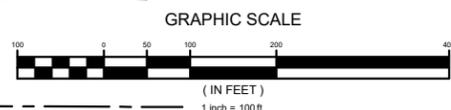


DRY STACK MARINA

DRY STACKS	128
FLOATING DOCKS	100
OFFICE SPACE	1,500 S.F.

PARKS PROVIDED

STANDARD	47
ADA	4
TRAILER	32
TOTAL	83



MASTER PLAN

BAHAMA ISLAND

JOB NO:	22.108
SCALE:	1" = 100'
DRAWN BY:	PTH
DATE:	02/27/2023

ATLANTIC INTRACOASTAL WATERWAY **Currently Entitled Master Plan**