

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: October 21, 2024

Agenda Item: 6F	Prepared by: L. Suzanne Pritchard, PLA, AICP, CFM
Agenda Section: Unfinished Business: Ordinance. Second Reading	Date: October 16, 2024
Subject: Amendment to the Parkway Group Planned Development District (PDD) creating a commercial uniform, business supplies, and service products distribution center [Z-24-29]	Division: Planning and Development

Background:

At first reading, City Council recommended approving the amendment with the condition that the applicant upgrade the building's exterior aesthetics. In response, the applicant has made improvements to the façade, enhancing the overall appearance per Council's direction.

Proposed Changes:

The applicant, Robert "Shep" Guyton, agent for the Developer, has requested an amendment to the Parkway Group PDD creating a commercial uniform, business supplies, and service products distribution center on the corner of Hunt Club Road and Water Tower Road. The current proposal is located on a 3.84 acre site and contains one warehouse/office building totaling ±24,000 square feet with a 70 parking space lot to the front of the building for employee and customer access and a 35-parking space lot to the rear of the building for delivery and truck access. Three stormwater detention ponds are located on site with perimeter landscaping around the site; additional truck screening landscaping has been provided at the rear of the building. Two driveways allow access to the site from Hunt Club Road.

Staff Review:

The amendment has been reviewed by the Department of Public Works, Department of Public Safety, and the Department of Planning and Development; no concerns have been expressed.

Planning Commission Action:

The Planning Commission conducted a public hearing on August 20, 2024, and unanimously voted to recommend approval of the request with several revisions. **The primary concern raised by the Commission was the architecture, which they felt did not meet the higher standards seen in the surrounding industrial parcels, such as the Palmetto Coast Industrial Park.** As a result, the Commission strongly recommended improving the overall appearance of the building's façade to better align with neighboring developments. Additional minor tweaks to the narrative included ensuring future development on adjacent land would not create light pollution, confirming compliance with the 60% impervious surface requirement, removing references to walking trails and picnic tables in the PDD, and confirming that the signage matches the illustrated rendering.

Recommended Actions:

Approve or deny the proposed ordinance on second reading

Reviewed by Department Head

Reviewed by Acting
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 PARKWAY GROUP PLANNED
DEVELOPMENT DISTRICT (PDD) CREATING A
COMMERCIAL UNIFORM, BUSINESS SUPPLIES, AND
SERVICE PRODUCTS DISTRIBUTION CENTER**

Section 1:

That the Parkway Group PDD be amended to include a commercial uniform, business supplies, and service products distribution center 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.

Mayor Marilyn Hatley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

FIRST READING: 9.16.2024
SECOND READING: 10.21.2024

REVIEWED:

Acting City Manager

ORDINANCE: 24-44

A written project description of

**COMMERCIAL UNIFORM, BUSINESS SUPPLIES AND
SERVICE PRODUCTS DISTRIBUTION CENTER
A PORTION OF THE PARKWAY GROUP
PLANNED DEVELOPMENT
DISTRICT (P.D.D.)**

July 25, 2024

Revised September 11, 2024

Exhibit A

PDD DOCUMENT TABLE OF CONTENTS

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Exhibit “A”: Boundary Survey of the Property

Exhibit “B”: Location Map

PDD Documentation Provided in Separate Exhibit Supplement.

- (i) Conceptual Site Plan with Drainage and Utilities
- (ii) Building Conceptual Elevations
- (iii) Building Materials Call Out Sheet
- (iv) Landscape Plan
- (v) Landscape Planting Detail
- (vi) Landscape Grassing Detail
- (vii) Signage Package

SECTION 1: PURPOSE AND INTENT STATEMENT

The purpose of a Planned Development District (PDD) is to encourage flexibility in the development of land in order to promote its most appropriate use; to improve the design, character and quality of new development; to facilitate the provision of livable streets and utilities, to preserve the natural and scenic features of open areas, and to provide a flexible zoning management tool that meets the needs of integrated mixed-use developments in creative arrangements [*City of North Myrtle Beach Zoning Ordinance §23-29 (Amended October 20, 2009)*]

The Parkway Group P.U.D., now known as the “Parkway Group PDD” (the “**PDD**”) was adopted in October of 2008, and encompassed several large tracts of land, totaling approximately 1,363 acres, in the aggregate. Together these parcels combine frontage along the Atlantic Intracoastal Waterway and S.C. Highway 22, and are bisected by S.C. Highway 31, forming the Southernmost portion of the City of North Myrtle Beach. The original tracts have been subdivided and in some instances, conveyed to third parties, but remain subject to both the PDD, as amended, and that certain Master Development Agreement, by and among the City of North Myrtle Beach and the original owners of each of the parcels in the Parkway Group PDD, which Master Development Agreement is recorded in Deed Book 3382 at Page 3357, and First Amendment to Master Development Agreement recorded in Deed Book 4298 at Page 2823, in the public records of Horry County, South Carolina (collectively the “**Development Agreement**”), as amended.

Pursuant to the terms of the Development Agreement, property owners within the Parkway Group PDD, their successors and assigns, have agreed to provide certain reimbursements and public benefits to the City, which are set forth in the Development Agreement. Future amendments to the Parkway Group PDD and the Development Agreement may require additional or alternative public benefits, to be determined by the City and the applicant for such amendment, at the time of each amendment.

This particular portion of the Parkway Group PDD is a portion of the property owned by Apache Properties, LLC, an original party to the Parkway Group PDD and the corresponding Development Agreement. The site consists of approximately 3.84 acres, located west of S.C. Highway 31. The property is a portion of Horry County PIN No.: 360-00-00-0011.

It is the specific intent of this PDD Amendment document (“**PDD Amendment**”) to create and maintain a commercial uniform, business supplies and service products distribution center, positioned so as to take advantage of the proximity of transportation corridors created by S. C. Highway 22 and S.C. Highway 31, while maintaining separation from the surrounding residential communities, accommodating the occupancy of a national logistics company having a significant presence in the local market (the “**Project**”).

All development within this Project will be regulated by the terms of the Site Plan, approved ordinance, the City of North Myrtle Beach zoning ordinance, and other applicable codes and ordinances of the City of North Myrtle Beach. *The definitions applicable throughout this Document are set forth in Section 23-2 of the City of North Myrtle Beach Zoning Ordinance.*

SECTION 2: LEGAL DESCRIPTION

Those certain pieces, parcels or tract of land lying and situate in the City of North Myrtle Beach, Horry County, South Carolina, and being more particularly shown and depicted on the boundary survey shown on Exhibit “A” attached hereto (hereafter the “Property”).

SECTION 3: PROJECT DEVELOPER AND TITLE

The Project title of this development is “**Commercial Uniform, Business Supplies and Service Products Distribution Center**”. The developer is Magnus Wtr, LLC, and its initial tenant, Cintas, a national logistics company. The term “Developer” throughout this Document will include all subsidiaries and affiliates of Magnus Wtr, LLC, and the term will also include any of its successors in interest or successors in title and/or assigns by virtue of assignment or other instrument.

SECTION 4: SITE PLAN

A separate Exhibit Supplement to this Document, submitted together with this Document, contains the PDD Documentation, including the Site Plan depicting the parcel, which has been surveyed, but not yet subdivided, and the improvements to be made for development of the Project (“Site Plan”). The Site Plan shall be binding on the Property and any major departure shall be authorized by amendment only. The controlling Site Plan shall negate any contradiction between the Site Plan and any other plan, and this PDD Amendment. This Project includes One (1) parcel comprising the Project, which is adjacent to and will be accessed from Two (2) separate driveways along Hunt Club Drive, an existing City street.

SECTION 5: DEVELOPMENT DESCRIPTION

The is planned to include One (1) separate building, with both an office component and a warehouse/distribution component, under the same roof. The building consist of approximately 24,000 square feet, with the front façade of this building, together with the required employee/customer parking located in both the front of the building along Water Tower Road, and the rear of the building, visible only from Hunt Club Drive, while circulation, loading facilities, warehousing and trailer parking are located in the rear of this building. There is also a storage yard in the rear of the building, to accommodate both arriving inventory and service products for distribution awaiting transport, which will not be visible from Water Tower Road. Proposed parking is a blend of the City requirement for both the light industrial district and distribution, which is consistent with design parking requirements for similar facilities operated by the Developer which accommodate operational demands as well as employees and transportation vehicles.

In addition, development of the Project will address the requirements for “Firewise Communities” as to materials and conditions which are appropriate for the avoidance of fire hazards, which will include the avoidance of pine straw as a landscaping material, the use of fire resistant roofing materials and exterior wall materials, maintain exterior building surfaces to avoid vegetation or other “fuels”, incorporating landscaping materials that reduce the flammability of the site, and

maintain adequate separations between the building and the property boundary, including the use of storm water retention as a fire buffer.

All on-site wetlands which remain following development shall be surrounded with a minimum 20-foot wide water quality buffer, within which no building construction shall occur.

The arterial roadway for this portion of the Parkway Group PDD is by way of Water Tower Road, providing access to and from South Carolina Highway 31 to the Project. Hunt Club Drive, which also provides access for both the existing United Parcel Service facility and the soon to be completed fire station for the City, provides access to the Project for customers, employees, deliveries and transportation, with turn radiuses appropriate for large trucks. The building elevations, materials and colors are functional and consistent with light industrial and distribution uses in the Developer's other similar projects.

Table 1 below identifies the dimensional standards for the Project.

**TABLE 1
PROPOSED DIMENSIONAL STANDARDS CHART**

Permitted Uses	Min. Site Area Acres		Setbacks (Feet)		Max. Height**	Impervious Surface	Separation of Structures****
		Front	Side	Rear			
*See Below	3	25	15	15	50	60%	20
Auxiliary Structures	3***	N/A	N/A	N/A	24	60%	20

*Approved Uses include Professional Offices, Professional Service, Secondary Retail, General Business, Automobile Service, Commercial Parking, Manufacturing, Warehousing, Distribution, Wholesale, Outdoor Storage and related offices ancillary to the primary use, fueling of trucks and other equipment, washing and repair work on vehicles, trailers and equipment used in the operation of the primary business, both inside and outside the Building.

**Maximum Height shall be measured from the first occupied floor elevation to the midpoint of the roof on the highest floor. Maximum height of parapets, stair and elevator hoist way extensions, and other rooftop architectural features shall be measured from the first occupied floor elevation, and shall not be included in the calculation of Maximum Height.

***Auxiliary Buildings may share the same site area with the primary Building, provided the minimum combined site area is 3 Acres.

****Auxiliary Buildings shall maintain a minimum 20' separation from the primary Building. Separation figures are minimums and are measured from wall to wall.

SECTION 6: GENERAL DEVELOPMENT STANDARDS THROUGHOUT THIS PORTION OF THE P.D.D.

A. Densities. The overall density for the Project will not exceed 24,000 square feet of buildings.

B. Permitted Uses.

Permitted Uses are as follows:

- (1) Primary Building: Professional Offices, Professional Service, Secondary Retail, General Business, Automobile Service, Commercial Parking, Manufacturing, Warehousing, Distribution, Assembly, Wholesale, Outdoor Storage and related offices ancillary to the primary use, fueling of trucks and other equipment, washing and repair work on vehicles, trailers and equipment used in the operation of the primary business, both inside and outside the Building, provided that such uses outside the Building will be adequately screened by fencing or landscaping from street views.
- (2) Auxiliary Buildings. Auxiliary Buildings sharing the same site with the primary Building may be used for the same purposes.
- (3) Loading Docks and Transfer Facilities. Loading docks, transfer facilities, bridges and elevated walkways.
- (4) Change of One Permitted Use to Another Permitted Use. Should a designated use change after the final construction of a building, such designated use may be replaced with another permitted use. Notwithstanding such change of use, any exterior construction modifications of the building must be completed, as necessary, to bring it into compliance with the current development standards of this Document and the building code.

SECTION 7: MAINTENANCE AND CONTROL

It will be the responsibility of the Developer to maintain or provide for the maintenance of the property within the PDD, including any private roadways, pathways and driveways. The Developer's maintenance responsibilities and restrictions will cover the private rights-of-way, driveways, landscape areas, trees, parking areas, pathways, walkways, wetland buffers, wetlands, buildings and other features of the development as appropriate under this Document, applicable City Zoning Regulations and Subdivision Regulations.

A perimeter buffer of not less than Five (5) feet shall be maintained for the Project, provided, however that such buffer may include any jurisdictional wetlands, storm drainage basins, lakes or ponds located within the Project. To the extent the Project includes the subdivision of one or more buildings as a separate parcel, no internal perimeter buffer shall be required. For landscaped areas within the Project, not less than One (1) tree per Twenty Five (25) linear feet of landscaped area, and One (1) shrub per Ten (10) linear feet of landscaped area shall be installed, with a minimum of 15/100 inch caliper for each linear foot of perimeter landscaped area. The perimeter fencing along Water Tower Road is intended to be decorative in nature, and not merely chain link, with landscaping materials.

SECTION 8: CONSTRUCTION SCHEDULE

Construction will begin following receipt of permits from the City of North Myrtle Beach and from other regulatory bodies. The nature of this Project, together with the current economic conditions, prevents the Developer from providing exact dates for commencement of future phases or exact completion dates.

SECTION 9: OFF-SITE AND STREETSCAPE IMPROVEMENTS

Water Tower Road, which abuts the Property presently does not allow for the installation of sidewalks and street trees which would otherwise be required under the Complete Streets provisions of the City's land development regulations, the Developer will in lieu of the installation of such sidewalks and street trees, contribute to the City, an amount equal to Thirty Four Thousand Nine Hundred Fifty and No/100 (\$34,950.00) Dollars, in a single installment, due and payable on or before the issuance of the building permit for the first building within the Project, such payment to be used by the City for the improvement of Water Tower Road.

SECTION 10: FEES AND PUBLIC BENEFITS

The fees and public benefits to be paid under the PDD Amendment, together with the Development Agreement Amendment, which may also be set forth in provisions above, are as follows:

(A) **Street Trees and Sidewalks.** The City intends to improve Water Tower Road to comply with the Complete Streets portion of the City's land development regulations, provided however, that as of the date of this Amendment, the existing roadway section of Water Tower Road does not allow for installation of sidewalks or street trees, and therefore, in lieu of sidewalks and street trees being installed during the development of the Property, the owner of the Property, will contribute to the City, as an obligation, an amount equal to Twenty Five Thousand and No/100 (\$25,000.00) Dollars, in two separate and equal installments, the first of such installments due and payable on or before the issuance of the building permit of the first building within the Property, and the second of such installments due and payable on or before the issuance of the certificate of occupancy for the first building within the Property Parcel, to be used by the City for improvement of Water Tower Road, as set forth in Section 9 above.

(B) **Streetlights.** As an obligation, Developer shall install or cause to be installed, streetlights within the Project, together with street lights along the boundary of the Project with Water Tower Road and the boundary of the Project with Hunt Club Drive, in accordance with the Code of Ordinances.

(C) **Conservation Easement Restriction.** 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 single family homes or amenities on the approved Site 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.

(D) **Mowing and Maintenance.** 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.

(E) **Development Regulations.** As an obligation, the Property shall be developed in accordance with this Agreement, the Code of Ordinances and other applicable land development regulations required by the City, State and/or Federal Government. The City shall, throughout the Term, maintain or cause to be maintained a procedure for processing of reviews as contemplated by this Agreement and the Code of Ordinances. The City shall review applications for development approval based on the development standards adopted as part of the Code of Ordinances, unless such standards are superseded by the terms of this Agreement, in which case the terms of this Agreement shall govern.

(F) **Assignment of Development Rights.** Developer shall be entitled to assign and delegate the development rights and obligations set forth in this Agreement to a subsequent purchaser of all or any portion of the Property with the consent of the City, provided such consent shall not be unreasonably withheld or delayed. Upon the assignment or transfer by Developer of the development rights and obligations under this Agreement, then the assigning Developer shall not have any responsibility or liability under this Agreement.

(G) **Development Schedule.** As an obligation, the Property shall be developed in accordance with the following development schedule (the “**Development Schedule**”): development of the Property shall commence upon the issuance of all permits and approvals, which issuance is anticipated to be complete within Two (2) years of the date of this Agreement, and development of the Property is anticipated to be complete within Four (4) years of the date of this Agreement.

(H) **Code of Ordinances.** As an obligation, 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, including, but not limited to the PDD, as the same may be amended.

(I) **Stormwater and Drainage.** As an obligation, all stormwater runoff, drainage, retention and treatment improvements within the Property shall be designated in accordance with the Code of Ordinances. All stormwater runoff and drainage system structural improvements, including culverts and piped infrastructure, will be constructed by the Developer and dedicated to the City. Upon final inspection and acceptance by the City, the Developer shall provide a one-year warranty period for all drainage system structural improvements within the Property. Retention ponds, ditches and other stormwater retention and treatment areas will be constructed and maintained by the Developer and/or an Owners Association, as appropriate, and will not be accepted or maintained by the City.

(J) **Solid Waste and Recycling.** The City shall provide solid waste and recycling collection services to the Property on the same basis as is provided to other residents and businesses within the City. Payment for such services to the City by Developer, an Owners Association or each individual purchaser or owner of any portion of the Property is required in return for such service for each owner of any portion of the Property, and the City reserves the right to terminate or discontinue such service(s) to any owner of any portion of the Property until such payment(s) have been made.

(K) **Police Protection.** The City shall provide police protection services to the Property on the same basis as provided to other residents and businesses within the City.

(L) **Fire Protection.** The City shall provide fire services to the Property on the same basis as is provided to other residents and businesses within the City.

(M) **Emergency Medical Services.** The City shall provide emergency medical services to the Property on the same basis as is provided to other residents and businesses within the City.

(N) **No Education Services.** The City neither provides nor is authorized by law to provide public education facilities or services. Such facilities and services are now provided by the Horry County School District.

(O) **Open Space Requirement.** As a public benefit, Developer agrees that the development of the Property shall incorporate not less than Twenty (20%) percent open space, which for purposes of this Agreement shall include protected wetlands, required buffers, ponds, lakes, open spaces, green space or other undeveloped acreage which is within the Property.

(P) **Easements.** As an obligation, Developer shall be responsible for obtaining, at Developer's cost, all easement, access rights and other instruments that will enable the Developer to tie into current or future water and sewer infrastructure on adjacent properties.

(Q) **Ponds and Lakes.** As an obligation, Developer shall install pond(s) or lake(s) as reflected on the approved site plan for the Property. The City agrees to cooperate with

the Developer in the permitting process for such pond(s) and lake(s), it being understood that the City will not accept maintenance responsibility or any other liability for such pond(s) and lake(s), and that such pond(s) and lake(s) shall either be maintained by Developer, or conveyed to an Owners Association for on-going maintenance following completion of the development on the Property.

SECTION 11: AMENDMENTS AND ENFORCEMENT

The Developer shall record the approved ordinance in the public records of Horry County and return two (2) time-stamped copies to the City of North Myrtle Beach.

Expansions and further amendments to this PDD shall not be permitted without review by the Zoning Administrator and approval as prescribed by the City of North Myrtle Beach Zoning Regulations.

EXHIBIT “A”

Boundary Survey of Property

CURVE TABLE				
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH
CI	224.60'	149.81'	N 30°55'56" W	147.04'
CZ	2226.47'	352.07'	S 71°47'47" W	351.70'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 40°59'29" W	49.47'
L2	N 87°15'03" E	29.09'
L3	N 50°05'31" W	24.39'

CERTIFICATE OF ACCURACY:
IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT TO THE ACCURACY REQUIRED IN DIVISION 4, SECTION 20-35(c) 'DEGREE OF ACCURACY'

REGISTERED SURVEYOR

DATE:

CERTIFICATE OF APPROVAL FOR PUBLIC WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM

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

DATE:

CITY ENGINEER:

CERTIFICATE OF APPROVAL OF STREETS AND STORM DRAINAGE SYSTEM

I HEREBY CERTIFY THAT STREETS AND A STORM DRAINAGE SYSTEM, MEETING THE FULL REQUIREMENTS OF THE CITY'S SUBDIVISION REGULATIONS, 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:

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

SIGNATURE:

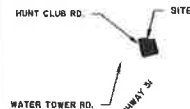
NAME (PRINT):

DATE:

SIGNATURE:

NAME (PRINT):

DATE:



VICINITY MAP not to scale

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LEGEND

- IRON REBAR FOUND (SIZE NOTED)
- 5/8" IRON REBAR SET



I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON 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.

MATTHEW D. SVEJKOVSKY
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 21233

SUBDIVISION PLAT OF

**A PORTION OF
APACHE PROPERTIES, LLC
CONTAINING 3.84 AC.**

CITY OF NORTH MYRTLE BEACH
HORRY COUNTY, SOUTH CAROLINA

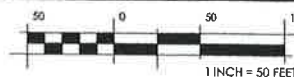
prepared for
MAGNUS DEVELOPMENT

No.	Revised	By	Date



611 Burroughs & Chapin Blvd., Suite 202
Myrtle Beach, SC 29577 • 843.839-3545

www.thomasandhutton.com



plotted 4/30/2024 drawn JED reviewed MDS field 2/2024 CDH

job 31749.000001 SHEET 1 OF 1

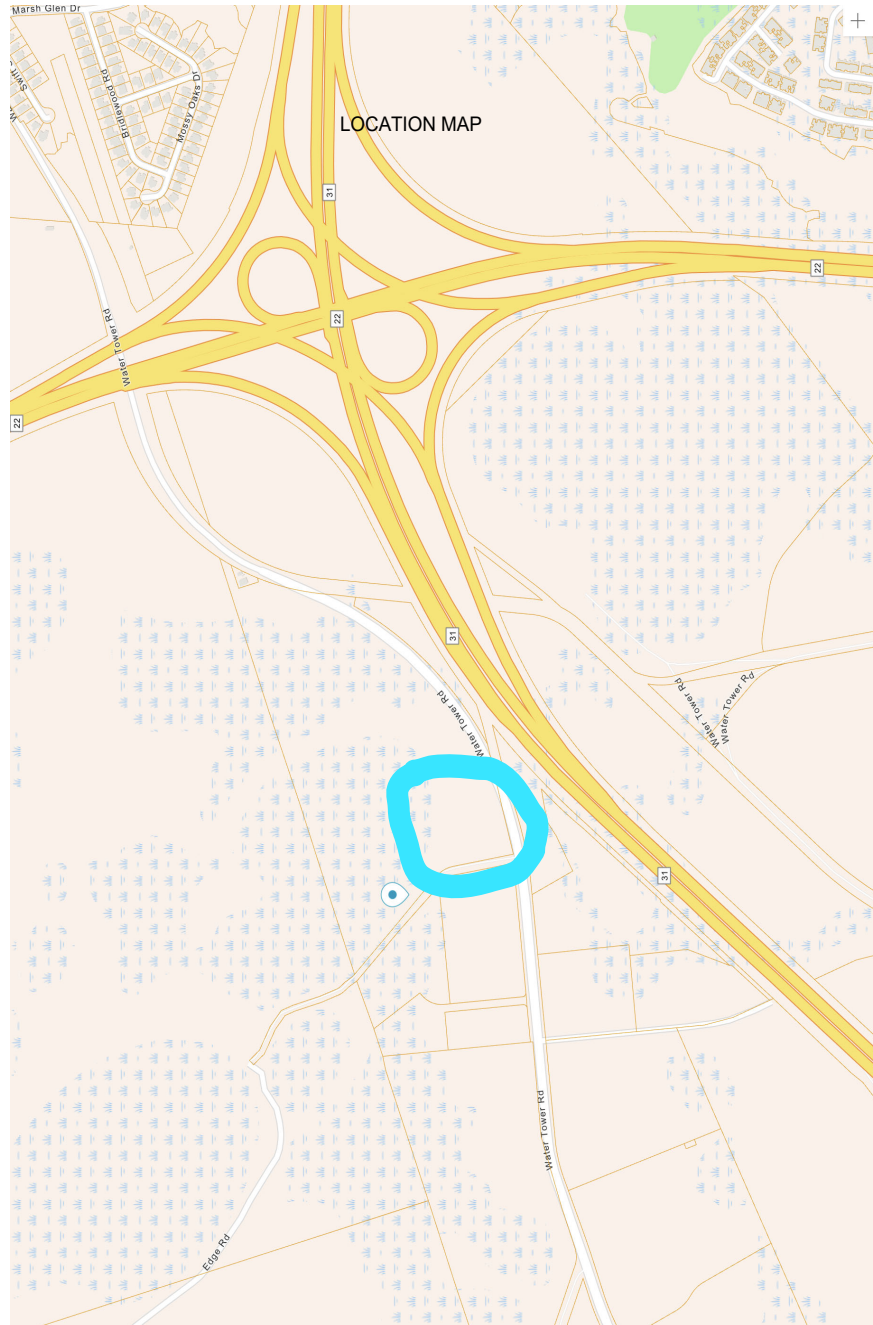
- NOTES:**
- 1) PIN NO. 360-00-00-000
 - 2) THIS AREA IS LOCATED IN FLOOD ZONE X AS SHOWN ON PANEL NO. 4800C 059K DATED DEC. 16, 2021-NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP.
 - 3) ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM HAD 1983(2011) DISTANCES SHOWN ARE HORIZONTAL DISTANCES NOT GRID DISTANCES.
 - 4) THIS SURVEY IS VALID ONLY IF THE PRINT OF SAME HAS THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE SURVEYOR.
 - 5) NO TITLE SEARCH WAS PERFORMED BY THIS OFFICE ON THIS DATE.
 - 6) THIS LOT IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
 - 7) THERE ARE NO HORIZONTAL CONTROL MONUMENTS ON THE UNITED STATES OR STATE AGENCY SURVEY SYSTEM LOCATED WITHIN 2000 FEET OF THE SUBJECT PROPERTY.
 - 8) SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AN ELEMENT OF THIS SURVEY. NO STATEMENT IS MADE REGARDING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTINGENCIES THAT MAY AFFECT THE USE OF THESE PARCELS.
 - 9) CURRENT OWNER: APACHE PROPERTIES, LLC
9700 KINGS ROAD
MYRTLE BEACH, SC 29572

REFERENCE MAPS:

- 1) "MAP OF 10.00 ACRES OF LAND EASEMENT EXHIBIT, PREPARED FOR UNITED PARCEL SERVICE" DATED APRIL 7, 2020 BY DDC ENGINEERS & RECORDED IN THE HORRY COUNTY R.O.D. OFFICE IN P.B. 292, PG. 129.
- 2) "RECOMBINATION PLAT & SURVEY OF 49.850 AC. PROPOSED RIGHTS-OF-WAY WATER TOWER ROAD, HENRY ROAD, & LONG RAY ROAD, PREPARED FOR PARKWAY GROUP PROPERTIES & CITY OF NORTH MYRTLE BEACH" DATED AUG. 3, 2009 BY THIS OFFICE.
- 3) "MINOR SUBDIVISION PLAT OF P.N. 369-00-00-0003 INTO 3 PARCELS, PREPARED FOR APACHE PROPERTIES, LLC" DATED MAY 28, 2019 BY ROBERT A. WARNER & ASSOCIATES, INC. & RECORDED IN THE HORRY COUNTY R.O.D. OFFICE IN P.B. 286, PG. 160.
- 4) "SURVEY OF THE APACHE TRACT, FOR INTERNATIONAL PAPER REALTY CORPORATION" DATED FEB. 17, 1994 BY SUR-TECH INCORPORATED & RECORDED IN THE HORRY COUNTY R.O.D. OFFICE IN P.B. 128, PG. 93.
- 5) "TRIAL PLAT OF RIGHT OF WAY HUNT CLUB ROAD TOTALING 0.87 ACRES, PREPARED FOR UNITED PARCEL SERVICE" DATED JUNE 22, 2021 BY THIS OFFICE & RECORDED IN THE HORRY COUNTY R.O.D. OFFICE IN P.B. 301, PG. 41.

EXHIBIT “B”

Location Map





The seal is circular with a double-lined border. The outer ring contains the text "SOUTH CAROLINA" at the top and "CERTIFICATE OF AUTHORIZATION" at the bottom, separated by small dots. The inner circle contains the text "THOMAS & HUTTON ENGINEERING CO." and "No. CO0285" below it.

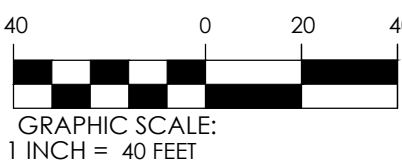


MAGNUS WTR

PROJECT LOCATION:
NORTH MYRTLE BEACH, HORRY COUNTY
SOUTH CAROLINA

CLIENT/OWNER:
MAGNUS WTR, LLC
719 HOLLY STREET
COLUMBIA, SC 29205

APACHE PROPERTIES, LLC
9700 KINGS RD
MYRTLE BEACH, SC 29575



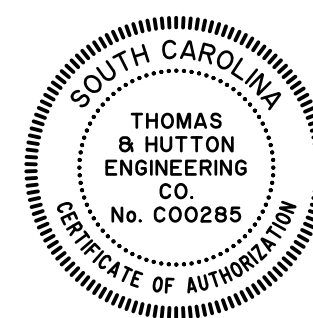
DATUM: HORIZ.: NAD83 VERT.: NAVD83

JOB NO:	31749.0000
DATE:	7/10/2024
DRAWN:	JR
DESIGNED:	JR
REVIEWED:	SRC
APPROVED:	SRC
SCALE:	1" = 40'

SP-1

SW-1

UP-1



OP-1

- Chinese Tallow Tree - *Triadica sebifera*
- Bradford Pear / Callery Pear - *Pyrus calleryana*
- Tree of Heaven - *Ailanthus altissima*
- Mimosa - *Albizia julibrissin*
- Chinese Privet - *Ligustrum sinense*
- Heavenly Bamboo - *Nandina domestica*
- Thorny Olive - *Eleagnus pungens*
- Japanese Spirea - *Spirea japonica*
- Multiflora Rose - *Rosa multiflora*
- Maidengrass - *Miscanthus sinensis*
- Spreading Bamboo Species - *Phyllostachys* spp.
- English Ivy - *Hedera Helix*
- Japanese Honeysuckle - *Lonicera japonica*
- Amur Honeysuckle - *Lonicera maackii*
- Chinese Wisteria - *Wisteria sinensis*
- Vinca minor - Common Periwinkle
- Vinca major - Bigleaf Periwinkle

1. 1.Trees

Large Trees

- Southern Live Oak
- Willow Oak
- Laurel Oak
- Nuttall Oak
- Shumard Oak
- Chinese Elm
- Southern Magnolia

Small Shrubs

- Dwarf Yaupon Holly
- European Fan Palm
- Glossy Abelia
- Indian Hawthorn
- Helleri Holly
- Dwarf Pittosporum

2. Grasses

- Muhly Grass
- Cord Grass

3. Ground Cover

- Asiatic Jasmine
- Daylily
- Parsons Juniper
- Shore Juniper

4. Soda

- Centipede
- Bermuda
- St. Augustine

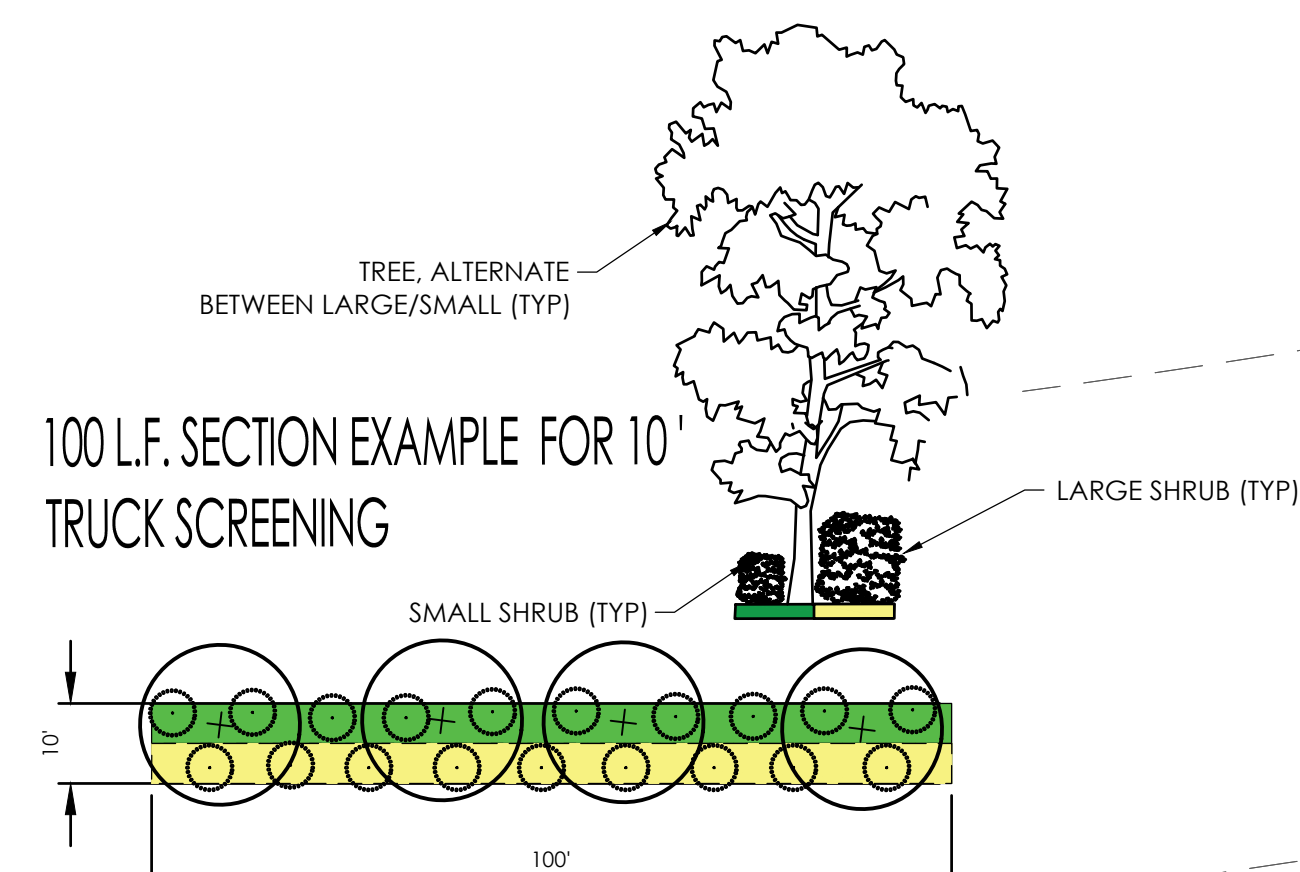
5. Annuals

- Petunia (non-mexican)
- Impatiens
- Pansy
- Ornamental Cabbage
- Additional Various Annuals TBD

1. Shrubs

Large Shrubs

- Pittosporum
- Wax Myrtle
- Inkberry
- Sweet Viburnum
- Loropetalum
- Dwarf Palmetto
- Oleander



	5' TRUCK SCREENING	453 LF
	INTERIOR LANDSCAPE IN PARKING AREA	4,650 SF
	LANDSCAPE PERIMETER	1,190 LF
SUMMARY		
INTERIOR LANDSCAPE REQUIREMENTS		
(SEC.23-56)		
NORTH PARKING LOT: 13,074 SF		
10% OF PARKING: 1,307 SF		
TOTAL AREA TO: 1,800 SF		
BE LANDSCAPED		
SOUTH PARKING LOT: 28,423 SF		
10% OF PARKING: 2,842 SF		
TOTAL AREA TO: 2,850SF		
BE LANDSCAPED		
REQUIRED PLANT MATERIAL:		
1 TREE AND 4 SHRUBS PER 10 PARKING STALLS		
TOTAL PARKINGS STALLS: 107		
REQUIRED TREES: 11		
[SMALL OR LARGE]		
REQUIRED SHRUBS: 44		
TOTAL PROVIDED: 17 CANOPY TREES		
52 SHRUBS		
10' PERIMETER LANDSCAPE REQUIREMENTS		
(SEC.23-58)		
TOTAL PERIMETER: 1,722 LF		
ASPHALT DRIVEWAYS: 80.5 LF		
TOTAL PLANTABLE		
PERIMETER: 1641.5 LF		
REQUIRED PLANT MATERIAL:		
4 CANOPY TREES AND 10 SHRUBS PER 100 LF		
REQUIRED TREES: 68 CANOPY TREES		
REQUIRED SHRUBS: 170 SHRUBS		
TOTAL PROVIDED: 68 CANOPY TREES		
180 SHRUBS		
453 LF TRUCK SCREENING		

NOTE:

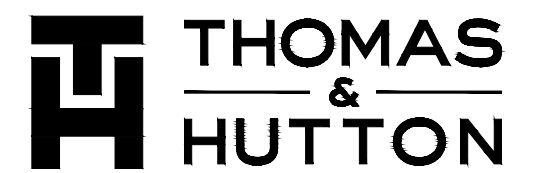
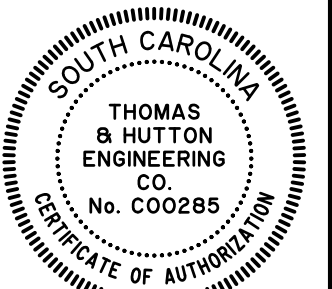
1. ANY MULCH WITHIN 5FT OF A BUILDING OR STRUCTURE SHALL BE NON-FLAMMABLE, NON-ORGANIC MATERIALS.



PAVING LEGEND	
CONCRETE	
HEAVY DUTY ASPHALT	
LIGHT DUTY ASPHALT	

APACHE PROPERTIES, LLC
360-13-04-0001

NO.	REVISIONS	BY	DATE



611 Burroughs & Chapin Blvd. • Suite 202
Myrtle Beach, SC 29577 • 843.839.3545
www.thomasandhutton.com

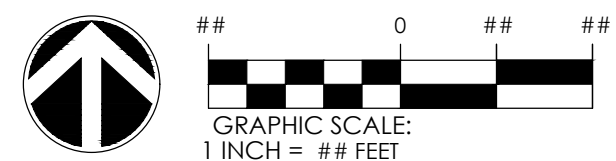
CONCEPTUAL LANDSCAPING PLAN

MAGNUS WTR

PROJECT LOCATION:
NORTH MYRTLE BEACH, Horry County
SOUTH CAROLINA

CLIENT/OWNER:

MAGNUS WTR, LLC	APACHE PROPERTIES, LLC
719 HOLLY STREET	9700 KINGS RD
COLUMBIA, SC 29205	MYRTLE BEACH, SC 29572



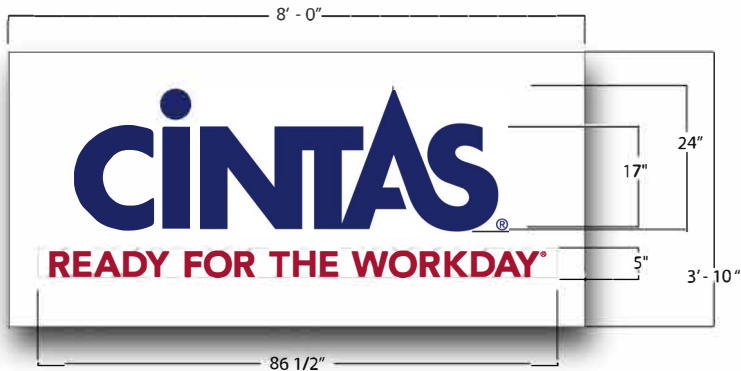
DATUM: HORIZ.: NAD83 VERT.: NAVD88

JOB NO:	31749.0000
DATE:	7/10/2024
DRAWN:	JR
DESIGNED:	JR
REVIEWED:	SRC
APPROVED:	SRC
SCALE:	#####

LP-1



One (1) Qty.: 3' - 10" x 8' - 0" NON-Illuminated SFWM Sign
• READY FOR THE WORKDAY •



SIDE VIEW



SPECIFICATIONS for NON-ILLUMINATED

4 1/2" LETTER HEIGHT (82 3/4" WIDE)
on "READY FOR THE WORKDAY"
RED COPY

1" DEEP ALUMINUM LETTERS
MOUNTED to ALUMINUM FACE
ALUMINUM face PAINTED WHITE

STUDS THROUGH ALUMINUM FACE

LOGO DESCRIPTION:

- PMS#200 RED "READY FOR THE WORKDAY"
- PMS#280 BLUE COPY "CINTAS"
- WHITE BACKGROUND
- PRINT on 3M II 180C-10 8519 with LAMINATE
- WHITE BAND FACE BEHIND "READY FOR THE WORKDAY": 5" x 86 1/2"



NOTE: APPROXIMATE SIZE AND PLACEMENT OF GRAPHICS ON PHOTO ARE FOR SKETCH PURPOSE ONLY.



Sketch No. 16-9-103-C-CINTAS-A1

Scale: 3/8" = 1' 0"

Date: 9-21-2016

Customer
Approval:

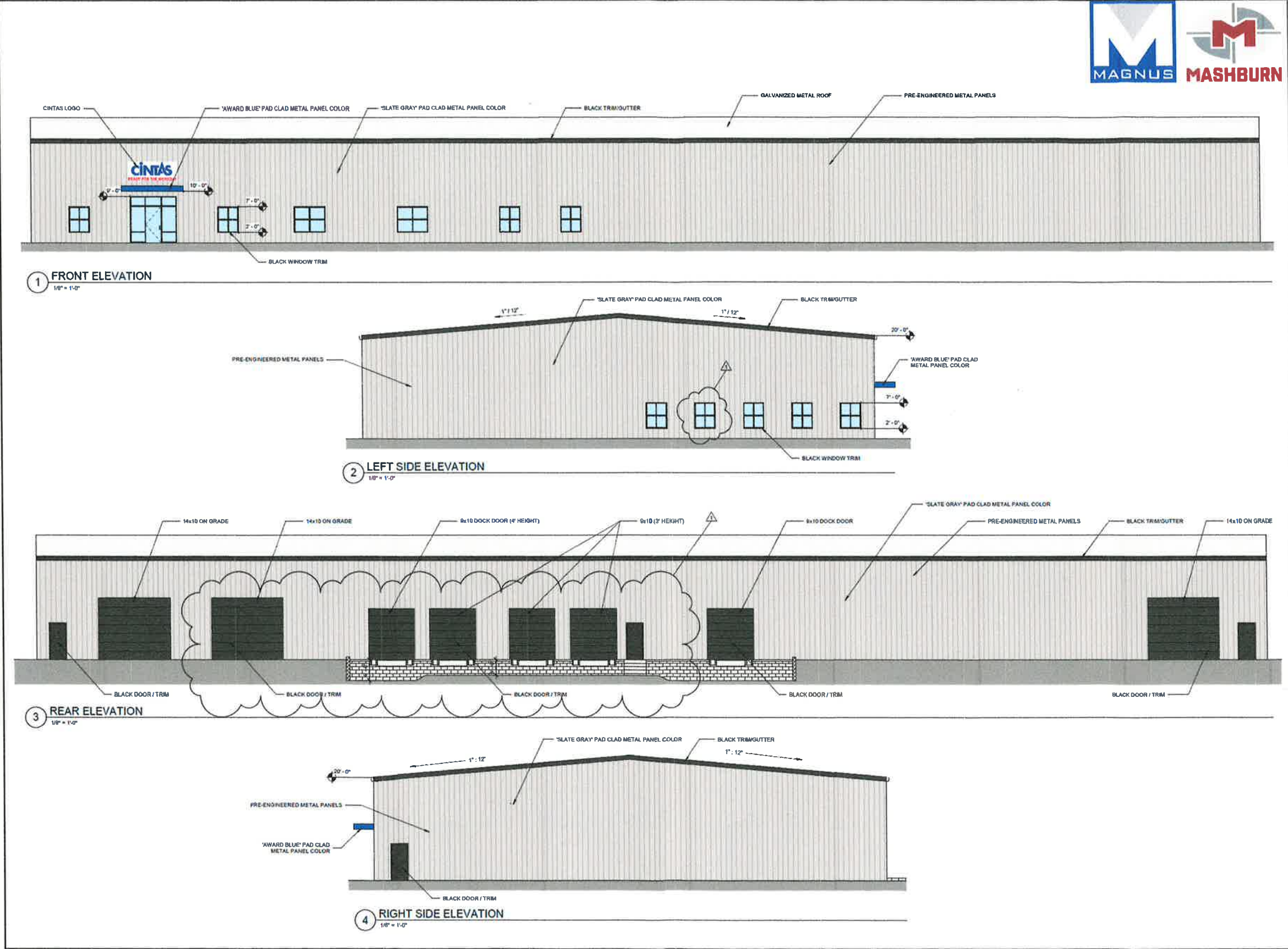
Dualite Sales & Service, Inc.
WILLIAMSBURG, OHIO • CEDAR HILL, TEXAS

Dualite Sales & Service, Inc.
One Dualite Lane
Williamsburg, Ohio 45176

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of the United States.

Note: Dimensions are Approximate
and Subject to Change Pending
Review by Dualite Engineering.

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1213 LADY ST, SUITE 400
COLUMBIA, SC 29201
803 254 0082 VOX
www.LTCarch.com

PREPARED FOR
MAGNUS WTR, LLC
NORTH MYRTLE BEACH, SC
EXTERIOR ELEVATIONS

REVISIONS		
Rev.	Date	Description
1	5.8.24	CHANGES

LTC JOB NUMBER: 24003
A-201
DATE: MAY 8, 2024



6E. MAJOR PLANNED DEVELOPMENT DISTRICT AMENDMENT Z-24-29: City staff received an application for a major amendment to the Parkway Group Planned Development District (PDD) revising a portion of the PDD to a commercial uniform, business supplies, and service products distribution center.

History and Background

Near the intersection of Highway 31 and Highway 22 and bounded by the Grande Dunes and Barefoot PDDs and the Intracoastal Waterway, the Parkway Group PDD was originally entitled in 2008. The originally approved PDD was approximately 1,363 acres and contained a variety of commercial and residential uses. The section to the northwest of Highway 31 was largely undetailed at the master plan level but governed by the approved PDD narrative and pattern book.

Proposed Changes

The applicant, Robert “Shep” Guyton, agent for the developer, has requested an amendment to the Parkway Group PDD creating a commercial uniform, business supplies, and service products distribution center on the corner of Hunt Club Road and Water Tower Road. The current proposal is located on a 3.84-acre site and contains one warehouse/office building totaling ±24,000 square feet with a 70-parking space lot to the front of the building for employee and customer access and a 35-parking space lot to the rear of the building for delivery and truck access. Three stormwater detention ponds are located on site with perimeter landscaping around the site; additional truck screening landscaping has been provided at the rear of the building. Two driveways allow access to the site from Hunt Club Road. Architectural elevations and signage have also been included in the proposal.

Staff Review

Planning & Development, Planning Division

The Planning Department is reviewing the proposed amendment and will provide comments at the workshop.

Planning & Development, Zoning Division

The Zoning Administrator is reviewing the proposed amendment and will provide comments at the workshop.

Public Works

The Director of Public Works is reviewing the proposed amendment and will provide comments at the workshop.

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 the City Council at their next meeting scheduled for September 16, 2024.

Planning Commission Action

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

Alternative Motions

- 1) I move that the Planning Commission recommend approval of the major planned development district amendment to the Parkway Group PDD [Z-24-29] as submitted.

OR

- 2) I move that the Planning Commission recommend denial of the major planned development district amendment to the Parkway Group PDD [Z-24-29] as submitted.

OR

- 3) I move (an alternate motion).

PDD Zoning Finance Account Code:	3.22
FEE PAID:	\$0.00 on
FILE NUMBER:	Z-24-29
Complete Submittal Date:	



Notice Published:	August 1, 2024
Planning Commission:	August 20, 2024
First Reading:	September 16, 2024
Second Reading:	October 7, 2024

City of North Myrtle Beach, SC

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

GENERAL INFORMATION	
Date of Request: July 25, 2024	Property PIN(S): Portion of 360-00-00-0011
Property Owner(s): Apache Properties, LLC	Type of Zoning Map Amendment: Major PDD Amendment
Address or Location: Near Intersection of Water Tower Road and S.C. Highway 31	Project Contact: Robert Guyton
Contact Phone Number: 8438392100	Contact Email Address: rsguyton@guytonlawfirm.com
PDD Name: Parkway Group PDD	Total Area of Property: 3.84 Acres
Proposed Amendment: Amendment to the Parkway Group PDD for a 3.84 Acre site for commercial uniform, business supplies and service products distribution center.	
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>	
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.	



Magnus WTR - CINTAS
North Myrtle Beach, SC

LIC ASSOCIATES
ARCHITECTS



**Original Elevation Included in Proposal to
Planning Commission 08.20.24**