

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: October 21, 2024

Agenda Item: 6G	Prepared by: Chris Noury, City Attorney
Agenda Section: Unfinished Business: Ordinance. Second Reading	Date: October 17, 2024
Subject: Regarding a Separate and Independent Amendment to the Parkway Planned Development District (PDD) Master Development Agreement for the Commercial Uniform, Business Supplies, and Service Products Distribution Center aka Cintas Distribution Center	Division: Legal

Background:

The Developers for the Cintas Distribution Center have proposed the attached Separate and Independent Amendment to the Parkway PDD Development Agreement (DA).

The proposed amendment to the DA contains the majority of the boilerplate the City has required regarding past amendments to the Parkway PDD DA. However, because this development does not have a residential component, there are no fees included associated with beach access.

The proposed amendment *does* contain language obligating the Developer to pay the City \$34,950.00 *before* the issuance of the first building permit for the first building within the property. The fee is for future improvements to Water Tower Road (WTR).

The aforementioned sum is the estimated cost (approved by the Public Works staff) for installation of sidewalks or street trees. (The existing section of Water Tower Road does not allow for installation of sidewalks or street trees which the City may elect to install for the improvement of WTR in the future.)

Recommended Action:

Approve or deny the proposed ordinance on second reading

Reviewed by Department Head	Reviewed by Acting City Manager	Reviewed by City Attorney
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Council Action:

Motion By _____ 2nd By _____ To _____

AN ORDINANCE

AN ORDINANCE TO APPROVE THE DOCUMENT IDENTIFIED AS THE SEPARATE AND INDEPENDENT AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT REGARDING THE COMMERCIAL UNIFORM, BUSINESS SUPPLIES, AND SERVICE PRODUCTS DISTRIBUTION CENTER (A.K.A. "CINTAS") AND TO AUTHORIZE THE CITY MANAGER TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF NORTH MYRTLE BEACH.

WHEREAS, the developer, Magnus WTR, LLC., a South Carolina limited liability company ("Mangus") has prepared the attached document identified as the Separate and Independent Amendment to the Master Development Agreement Regarding the Commercial Uniform, Business Supplies, and Service Products Distribution Center (A.K.A. "Cintas") for City Council's approval.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL FOR THE CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA:

Section 1: The document identified as the Separate and Independent Amendment to the Master Development Agreement (Commercial Uniform, Business Supplies, and Service Products Distribution Center) is hereby approved.

Section 2: The City Manager is authorized to sign the above referenced document on behalf of the City.

Section 3: This ordinance shall be effective upon the date of passage.

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

ATTEST:

Mayor Marilyn Hatley

City Clerk

APPROVED AS TO FORM:

City Attorney

FIRST READING: 9.16.2024
SECOND READING: 10.21.2024

REVIEWED:

City Manager

ORDINANCE: 24-45

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF HORRY)

**SEPARATE AND INDEPENDENT
AMENDMENT TO THE MASTER
DEVELOPMENT AGREEMENT
(Commercial Uniform, Business Supplies and
Service Products Distribution Center)**

THIS SEPARATE AND INDEPENDMENT AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT (this “**Agreement**”) entered into by and among the **CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA** (the “**City**”), a South Carolina municipal corporation, **MAGNUS WTR, LLC**, a South Carolina limited liability company (“**Magnus**”) and its successors and assigns proceeding in the development of the Property, as defined below (collectively the “**Developer**”).

RECITALS:

WHEREAS, the City, Henry Road, Reach 9, LLC, a South Carolina limited liability company (“**Reach 9**”), Apache Properties, LLC, a South Carolina limited liability company (“**Apache**”), RW Hills, LLC, a South Carolina limited liability company (“**RW**”), CW Hills, LLC, a South Carolina limited liability company (“**CW**”), JW Holiday Family, LLC, a South Carolina limited liability company (“**Holiday**”), Myrtle Beach National Company (“**MB National**”), Seashore Farms, LLC, a South Carolina limited liability company (“**Seashore**”) and LL Chestnut, LLC, a purported South Carolina limited liability company (“**LL Chestnut**”) entered into that certain Master Development Agreement, dated January 9, 2009, recorded January 20, 2009 in Deed Book 3382 at Page 3357, and re-recorded in Deed Book 3383 at Page 1662 to include signature pages, all in the public records of Horry County, South Carolina (the “**Master Development Agreement**”); and

WHEREAS, the Master Development Agreement as amended, by the City and the then current owners of all of the Land which is subject to the Master Development Agreement, by that certain First Amendment to Master Development Agreement, dated March 23, 2020 and effective December 16, 2019, recorded March 24, 2020 in Deed Book 4298 at Page 2823 to include all signature pages, in the public records of Horry County, South Carolina (the “**First Master Amendment**”), which First Master Amendment provided, among other things, for the negotiation by and between the City and any of the then current Landowners, of amendments to certain public benefits agreed to by the City and the Landowners, at the time of any proposed amendment to the Site Plan, or the Parkway Group Planned Development District (the “**PDD**”), by and individual Landowner, which amendments would be separate and independent of any other amendments, and applicable only to the portions of the Land owned by the Landowner, or its successors and assigns, proposing such amendment to the Site Plan or the PDD, which separate and independent amendment would be evidenced by a written amendment; and

WHEREAS, the Master Development Agreement and the First Master Amendment are hereinafter sometimes collectively referred to as the “**Development Agreement**”; and

WHEREAS, as a result of a scrivener’s error, LL Chestnut, which was never organized as a South Carolina limited liability company, and did not appear in the chain of title for any of the properties subject to the Master Development Agreement, should have instead been referred to as J.B. Chestnut Limited Liability Company, a South Carolina limited liability company (“**JB Chestnut**”), which was the owner of record of the tract referred to in the Master Development Agreement as the “LL Chestnut Tract”; and

WHEREAS, the real property owned by Apache at the time of the Master Development Agreement and the First Master Amendment is herein referred to as the “**Apache Tract**”; and

WHEREAS, Magnus, together with Apache, who joins in this Agreement by separate joinder attached, has proposed an amendment to the Site Plan and the PDD (collectively the “**PDD Amendment**”), for a portion of the real property owned by Apache, West of S.C. Highway 31, within the PDD, an unrecorded boundary survey of which is attached hereto as **Exhibit “A”** (the “**Property**”) which PDD Amendment is approved by the City simultaneously with the approval of this Agreement; and

WHEREAS, any portion of the Apache Tract which is not included in the Property shall remain subject to the terms and provisions set forth in the Master Development Agreement, as amended by the First Master Amendment, shall not be subject to this Agreement, without further amendment except by one or more separate and independent amendments for the portions of the Apache Tract which are not included in the Property; and

WHEREAS, the Parties now desire to enter into a separate and independent amendment to the Development Agreement, in order to specify certain fees and obligations imposed by the City pursuant to the Development Agreement, as amended, which would only be applicable to the Amendment Site Plan Parcel portion of the PDD, in the manner set forth below.

NOW, THEREFORE, for and in consideration of the covenants and conditions herein, and the sum of Five and No/100 (\$5.00) Dollars, to each party by the other paid, the parties agree as follows:

1. **Term**. The Development Agreement, unless deemed extended by executive order of the Governor of South Carolina, was executed on January 9, 2009, and expires on January 9, 2029 (the “**Term**”). For purposes of this Agreement, the “**Effective Date**” shall be the date on which the last of the parties has executed this Agreement.
2. **Continuing Encumbrance**. Despite any change in ownership and/or the configuration and boundaries of the various tracts subjected to the Development Agreement, as amended, and the Exhibits to the Development Agreement, previously subjected to the Development Agreement, as amended, by this Agreement, except as hereby expressly amended or supplemented, shall remain in full force and effect. Notwithstanding any change in ownership and/or the configuration or boundaries of the Apache Tract subjected to the Development Agreement, as amended, and the Exhibits attached to the Development Agreement, whether previously and currently encumbered by the Development Agreement, as amended by this Agreement, except as hereby expressly amended or supplemented, all terms and provisions of the Development Agreement relating to the Apache Tract,

including any portion of the Apache Tract which is included in the Property, shall remain in full force and effect (the “Continuing Encumbrance”).

2. **Wetland/Wetland Buffer Maintenance.** In accordance with the Continuing Encumbrance provision contained herein, Henry Road acknowledges and agrees that the Property includes those areas identified by the United States Army Corps of Engineers (“Corps”) and/or the South Carolina Department of Environmental Services (“DES”) or any other applicable governmental authority as wetland areas subject to the regulation of the Corps and/or DES (“Jurisdictional and Non-Jurisdictional Waters of the State of South Carolina and the United States”) which are located adjacent to Water Tower Road. Unless and until such Jurisdictional and Non-Jurisdictional Waters of the State of South Carolina and the United States are filled or otherwise mitigated to no longer remain classified as Jurisdictional and Non-Jurisdictional Waters of the State of South Carolina and the United States, Henry Road agrees that all on-site Jurisdictional and Non-Jurisdictional Waters of the State of South Carolina and the United States not filled or modified pursuant to permits issued by the governmental entities having jurisdiction over such on-site Jurisdictional and Non-Jurisdictional Waters of the State of South Carolina and the United States, shall be surrounded with a minimum 20-foot wide water quality buffer within which no building shall occur. These buffer areas and the Jurisdictional and Non-Jurisdictional Waters of the State of South Carolina and the United States they surround shall be maintained in perpetuity.

3. **Party Obligations Run with the Land/Cross Default by Owner of Multiple Parcels.** For purposes of this Agreement, the obligations hereunder shall run with the land, such that the owner of the portion of the real property which is subject to any particularly provisions hereof shall be obligated to fulfill such obligations. Further to the extent that any owner of real property which is subject to the terms and conditions of this Agreement owns more than One (1) parcel of real property which is subject to the terms and conditions of this Agreement, a default under the obligations with regards to any one of such parcels of real property shall also constitute a default with regards to any of the other parcels of real property also owned by such owner. Provided, however, that no owner of any portion of the real property which is subject to this Agreement shall be responsible for the obligations of any other owner, or accountable to the City or the other owners for the obligations of any other owner.

4. **Improvements to Water Tower Road.** In accordance with the Continuing Encumbrance provision contained herein, Apache, or its successor in title to the Property only, as a condition to the improvement of the Property, shall, at the expense of the owner of the Property:

(A) 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 Amended Site Plat Parcel, the owner of the Property, as an obligation, will contribute to the City, based upon an engineer’s estimate approved by the City, an amount equal to Thirty Four Thousand Nine Hundred Fifty and No/100 (\$34,950.00) Dollars, due and payable on or before the issuance of the building permit of the first building within the Property, to be used by the City for improvement of Water Tower Road.

6. **Other Obligations, Fees and Public Benefits.** Developer agrees that the following shall constitute additional obligations, fees and public benefits to be provided by the Developer for the Property:

(A) **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. Notwithstanding the above restriction, the parties agree that, for purposes of this Agreement any conveyance by Developer of a portion of the Property which has been shown or depicted as common area, buffer, ponds, lakes, open spaces or the like to any Owners Association shall not be deemed such an easement or restriction, and shall not constitute a Developer Default, provided that such portion of the Property so conveyed, prior to the date of such conveyance to any Owners Association, has been clearly designated on a map or site plan submitted to the City, and approved by the City, as not being a portion of the Property to be developed for any residential or commercial use as a part of the development anticipated by this Amendment.

(B) **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. In addition to placing a lien upon the Property, the City may withhold building permits and certificates of occupancy for the Property until such time as the lien is paid in full.

(C) **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.

(D) **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.

(E) **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.

(F) **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.

(G) **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 maintained by the Developer, its successors and assigns. Retention ponds, ditches and other stormwater retention and treatment areas will be constructed and maintained by the Developer, its successors and assigns, and will not be accepted or maintained by the City.

(H) **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, 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.

(I) **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.

(J) **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.

(K) **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.

(L) **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. The person or entity, whether

(M) **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.

(N) **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.

(O) **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.

(P) **Recording.** Pursuant to Title 6, Chapter 31, Section 120 of the Code of Laws for the State of South Carolina, this Agreement shall be recorded in the public records of Horry County, South Carolina, on or before the date which is Fourteen (14) days following the date on which the City enters into this Agreement. The burdens of the development agreement are binding upon, and benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.

7. **Site Plan.** The Site Plan for the Property, which is the same site plan incorporated in the PDD, as amended, is attached hereto as **Exhibit "B"** (the "**Site Plan**").

8. **Independent Amendment.** In accordance with the Continuing Encumbrance provision contained herein, this Separate and Independent Amendment to Master Development Agreement is intended to be applicable only to the Property, which is a portion of the Henry Road Tract, and shall not be deemed applicable to any other portion of the Land which is subject to the Development Agreement, as amended, or to any other Landowner within the PDD, who is not a successor or assign of Henry Road.

9. **Restrictive Covenants.** The obligations and public benefits agreed to and accepted by Developer set forth in this Agreement (collectively the "**Restrictive Covenants**") shall survive and continue in full force and effect without regard to the termination of this Agreement for a period ending on the earlier of (i) Fifty (50) years after the Term of this Agreement; or (ii) such time as the parties hereto, or their respective successors and assigns, have recorded a fully executed and effective termination of the Restrictive Covenants in the Office of the Register of Deeds for Horry County. Developer further covenants and agrees that, to the extent the Property is encumbered by covenants, conditions and restrictions (the "**CCRs**"), whether administered by an Owners Association or not,

such CCRs shall include the Restrictive Covenants, the effect of which shall be to extend the term of the Restrictive Covenants, the same thereafter running with the Property as continuing obligations, public benefits and restrictions.

10. **No Further Amendment.** In accordance with the Continuing Encumbrance provision contained herein, except as specifically amended by this Separate and Independent Amendment to Master Development Agreement all of the terms and conditions of the Development Agreement as amended, shall remain in full force, unless and until amended in a writing signed by all of the parties.

11. **Invalidity.** The invalidity of one or more phrases, sentences, clauses or paragraphs contained in this Agreement shall not affect the remaining portions of the Agreement or any part thereof, and in the event that any one or more of the phrases, sentences, clauses or paragraphs contained in this Agreement shall be declared invalid by the final order, decree or judgment of a court of competent jurisdiction, this Agreement shall be constituted as if such invalid phrases, sentences, clauses or paragraphs had not been inserted in the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the date below their respective signatures.

[Individual signature pages follow for each of the Parties]

EXHIBIT "A"

Map of Property (Portion of Apache Tract)

CURVE TABLE					
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C1	224.00'	149.81'	N 30°55'56" W	147.04'	38°19'10"
C2	2226.47'	352.07'	S 7°47'47" W	351.70'	9°03'37"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 40°58'23" W	49.41'
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: _____

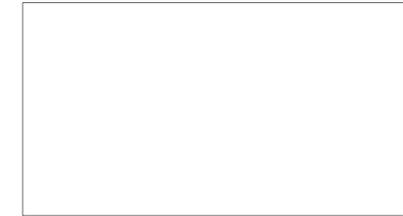
CERTIFICATE OF APPROVAL FOR PUBLIC WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM
I HEREBY CERTIFY THAT A PUBLIC WATER SUPPLY AND A SEWAGE DISPOSAL SYSTEM, MEETING THE FULL REQUIREMENTS OF THE CITY'S SUBDIVISION REGULATIONS, HAS BEEN INSTALLED OR THAT A GUARANTEE OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS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

DATE: _____ CITY ENGINEER: _____ DATE: _____ CITY ENGINEER: _____

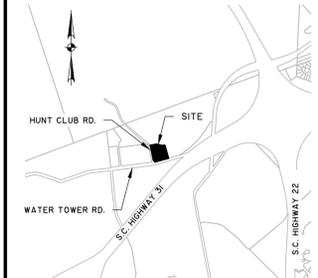
CERTIFICATE OF APPROVAL OF STREETS AND STORM DRAINAGE SYSTEM
I HEREBY CERTIFY THAT STREETS AND A STORM DRAINAGE SYSTEM, MEETING THE FULL REQUIREMENTS OF THE CITY'S SUBDIVISION REGULATIONS, HAS BEEN INSTALLED OR THAT A GUARANTEE OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS IN AN AMOUNT OR MANNER ACCEPTABLE TO THE CITY OF NORTH MYRTLE BEACH HAS BEEN RECEIVED.

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 ADAPT THIS (PLAN OF DEVELOPMENT/PLAT) WITH MY (OUR) FREE CONSENT AND THAT I (WE) HEREBY DEDICATE ALL ITEMS AS SPECIFICALLY SHOWN OR INDICATED ON SAID PLAT.

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



FOR NORTH MYRTLE BEACH USE:



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

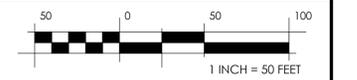
prepared for
MAGNUS DEVELOPMENT

No.	Revision	By	Date



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Myrtle Beach, SC 29577 • 843.839-3545

www.thomasandhutton.com



plat drawn reviewed field crew
4/30/2024 JED MDS 2/2024 CDH

job 31749.000001 SHEET 1 OF 1

- 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 BAY ROAD; PREPARED FOR PARKWAY GROUP PROPERTIES & CITY OF NORTH MYRTLE BEACH" DATED AUG. 3, 2009 BY THIS OFFICE.
 - 3) "MINOR SUBDIVISION PLAT OF PIN 389-00-00-0003 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. 288, 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) "FINAL 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.

- NOTES:**
- 1) PIN NO.: 360-00-00-0011.
 - 2) THIS AREA IS LOCATED IN FLOOD ZONE X AS SHOWN ON PANEL NO. 4509IC 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 NAD 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

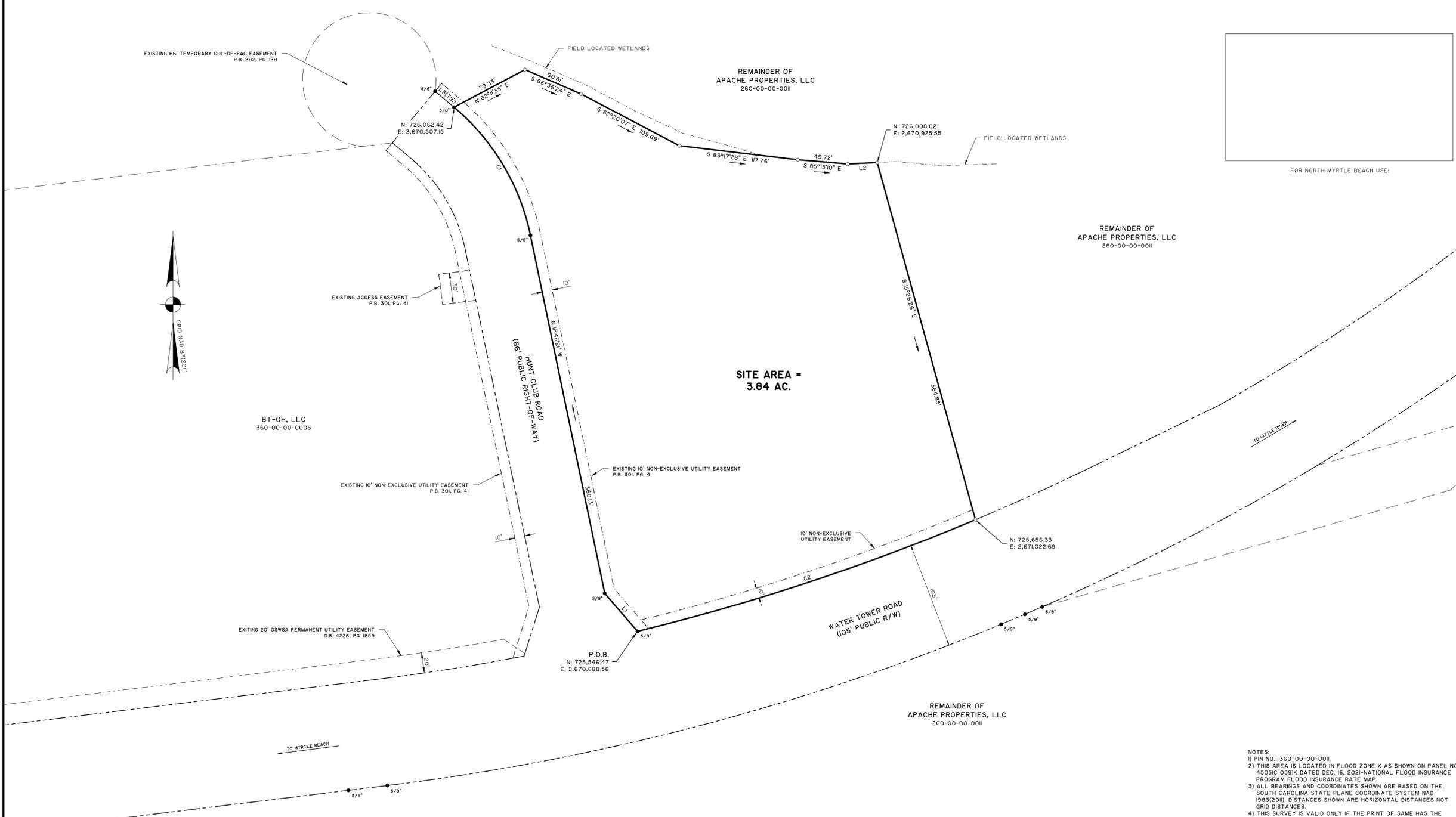


EXHIBIT “B”

Site Plan

