

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: November 4, 2024

Agenda Item: 7B	Prepared by: L. Suzanne Pritchard, PLA, AICP, CFM
Agenda Section: New Business: Ordinance. First Reading	Date: October 30, 2024
Subject: Amendment to the Barefoot Resort Planned Development District (PDD) providing access to Barefoot Lakes [Z-24-25]	Division: Planning and Development

Background:

On July 18, 2023, the Planning Commission recommended denial for a similar PDD amendment proposing access to the adjacent parcel. Additionally, a previous development proposal for this parcel from February 2012 also failed to gain City Council approval.

Proposed Changes:

The applicant, Robert “Shep” Guyton, agent for the owner, has requested an amendment to the Barefoot Resort PDD allowing access to Marsh Glen Drive from an adjacent parcel petitioning for annexation and zoning, known as Barefoot Lakes. The Barefoot Lakes access road is proposed to be routed through an existing parcel previously designated as open space in the Barefoot Resort PDD. The access road will provide access to a single-family home neighborhood (not in the Barefoot Resort PDD) that contains a maximum of 59 homes in a Lowcountry architectural style. Other elements of the amendment include:

- Marsh Glen Road will be improved to contain a three-way stop providing access to the Barefoot Lakes development with wall pack lighting for the underside of Highway 31.
- Construction traffic for Barefoot Lakes will be limited to the hours of 7 AM to 6 PM.
- The minimum rental term for any residential property shall be one year.
- Firewise principles shall be incorporated into the development.
- Open space shall not be less than 20%.
- Building materials are restricted to include the standards of Exhibit G.
- A 20’ wide, asphalt multi-use path provides parallel access to the parcel.
- Additionally, the Developer will install a vegetated hedge to mitigate headlight intrusion at the project’s entrance off Marsh Glen 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 held a public hearing on October 22, 2024, and voted to recommend denial of the proposal due to significant concerns regarding stormwater. Public opposition to the project was substantial, with many residents attending both the October 22, 2024, workshop and meeting, as well as submitting letters expressing their objections. Key concerns raised by the community included unresolved stormwater issues associated with Outfall Two in the

Tuscan Sands neighborhood, increased traffic, habitat preservation, and questions regarding the development's benefits to the community beyond the developer's interests.

Recommended Actions:

Approve or deny the proposed ordinance on first 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 BAREFOOT RESORT PLANNED DEVELOPMENT DISTRICT (PDD) PROVIDING ACCESS TO BAREFOOT LAKES

Section 1:

That the Barefoot Resort PDD be amended to revise an open space parcel to provide access to the adjacent Barefoot Lakes neighborhood 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:

Acting City Manager

FIRST READING: 11.4.2024

SECOND READING: _____

ORDINANCE: _____

BAREFOOT RESORT & GOLF PLANNED DEVELOPMENT DISTRICT

BAREFOOT LAKES

PDD AMENDMENT

DEVELOPMENT REGULATIONS

October 16, 2024

Revised October 28, 2024

INTRODUCTION

Barefoot Lakes (the “**Project**”) is envisioned as a single family residential enclave of not more than Fifty Nine (59) single family detached homes, lying between S. C. Highway 22 and Marsh Glen Drive within Barefoot Resort & Golf Planned Development District (the “**PDD**”), within the City of North Myrtle Beach, South Carolina (the “**City**”). A portion of the Project, identified as Horry County TMS/PIN No.: 142-00-01-319/359-15-02-0014 currently lies within the PDD and the City (the “**Access Road Parcel**”), and a portion of the Project, identified as Horry County TMS/PIN No.: 142-00-01-225/359-00-00-0005 is being annexed into both the PDD and the City, and subjected to the Barefoot Declaration, as defined below (the “**Lake Parcel**”). The portion of the district comprising this Project is limited to Fifty Nine (59) detached single family homes, to be improved in not more than two phases, each of which shall comprise not less than Twenty Five (25) lots for construction of single family homes, although the individual homes may be constructed individually, or in any number of sequences all of which are within the Lake Parcel, totaling approximately 59.35 acres, inclusive of a large lake area, and a public access boulevard the right-of-way of which shall be 50’ in width, lying within the Access Road Parcel, the compiled boundary survey of which is submitted with this amendment. The parcel is generally lying between Marsh Glen Drive, S. C. Highway 31, S. C. Highway 22 and the existing Greg Norman Golf Course.

PROJECT DEVELOPER

The Lake Parcel portion of the Project , which was originally excluded from the PDD, is being annexed into the City, under the City’s R-1 zoning district, and not incorporated into the PDD by this amendment. The Access Road Parcel portion of the Project was originally included in the PDD, and is now being amended to reflect a change from wetland/open space designation, to include the construction of the public access boulevard for entry to the Project. Each of the above referenced parcels, which collectively comprise the Project, are currently owned by, and proposed for development by Blu Water Investments LLC, a Wyoming limited liability company (the “**Developer**”), with the individual homes to be constructed by various. The Project infrastructure is intended to be improved in not more than two development phases, each of which will include not less than Twenty Five (25) lots for detached single family homes.

MASTER SITE PLAN

Exhibit A

The PDD is being amended by the inclusion of the Master Site Plan for the Road Access Parcel as a part of the PDD, and, together with the Lake Parcel, made subject to the Development Agreement for purposes of limiting the density, site arrangement and defining responsibilities for off-site roadway improvements. The Development Agreement for the Project reflects a maximum of Fifty Nine (59) detached single family homes, to be improved upon individual lots of not less than ~~14,000~~^{12,000} square feet, with homes of not less than 2,600 square feet of conditioned space, and not less than 3,000 square feet under roof. The Master Site Plan for the Roadway Parcel is included as **Exhibit “C”**, shall be deemed the controlling plan for this portion of the PDD, together with this narrative, unless and until further amended.

PROJECT PHASING

The Project sitework and infrastructure is anticipated to be developed in not more than two separate phases, each consisting of not less than Twenty Five (25) lots for detached single family homes. The minimum square footage of the homes shall be not less than Two Thousand Six Hundred (2,600) square feet of conditioned space and not less than Three Thousand (3,000) square feet under roof. The anticipated build-out schedule for the entire Project is Five (5) years, based upon a period of Eighteen (18) months for permitting and approvals, and approximately Three (3) years thereafter to complete construction of the Fifty Nine (59) homes, although the actual build-out schedule may be accelerated based upon demand.

DEVELOPMENT DESCRIPTION

The location of the Project is shielded from the general public, but is prominent as it is adjacent to S. C. Highway 22 and S. C. Highway 31, both of which are elevated roadways, making the Project visible to the general public. The Project will be subject to the governance of a separate Owner’s Association. The existing mature perimeter vegetation is being maintained and supplemented in an effort to provide a sense of place, and to provide some level of privacy between the existing neighborhoods within the PDD, and the Project. Specifically with regard to potential vehicle headlights, the Developer will install a hedge along the entry to the Project to supplement existing mature perimeter vegetation to inhibit the path of such headlights within the neighboring properties. The Project will incorporate materials that are suitable for and durable enough to withstand the demands of both the coastal environmental and to minimize the scope of future maintenance. Public components of the Project, including public right-of-way, water and sewer distribution lines, will be dedicated to the City, while private components, such as landscaping and other improvements which would not be maintained by the City, will be maintained by the developer of the Project initially, and by the Master Association, in perpetuity.

City services for trash and refuse will be provided with roll out containers for each individual home. The public right-of-way will provide adequate width and turning capacity to allow the City to provide services to the visitors of the Project.

The purpose of this Amendment, together with the Development Agreement by and among the City and the Developer to insure that the Project shall be limited in uses, home sizes and densities as stated herein and within the Development Agreement, and that any use outside of Fifty Nine

(59) detached single family Residential Units together with the site improvements and open spaces including any roadways, utilities and sidewalks over any parcel previously designated as wetland/open space under the PDD, as amended and planned and approved under this Amendment and the Development Agreement would require a major amendment to the PDD, the Development Agreement. No other uses of the real property which is the subject of this Amendment shall be allowed unless approved by the City, the Developer and the Master Association.

INFRASTRUCTURE AND COMMON SPACES

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

The Developer will provide for the maintenance and control of the Project, including any roadways, pathways, driveways, open spaces, common areas, and parking areas by restrictive covenants recorded in the public records of Horry County, South Carolina and applicable to the Project. In addition, the Developer, or the property owners association, as successor to the Developer, may establish rules and regulations from time to time, governing the occupants of the buildings within the Project, which would be comparable to rules and regulations established in other high quality accommodations within the City.

DIMENSIONAL STANDARDS

The dimensional standards as set forth in the City's R-1 Ordinance shall apply to the Project.

BUILDING MATERIALS AND LANDSCAPE MATERIALS

The Developer has chosen both building materials and landscape materials intended to reinforce the South Carolina Lowcountry image of the Project, while being highly compatible with the existing buildings and both pedestrian and vehicular traffic, as well as being sustainable in light of periodically intense use. The Landscape Materials List is included in the separate Exhibit Supplement submitted with this Amendment.

DIRECTIONAL SIGNAGE AND LIGHTING

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

landscape lighting and signage lighting as including in a separate Exhibit Supplement submitted with this Amendment.

PUBLIC BENEFIT

1. **Additional Amendments.** As a condition to the approval of the PDD, the City and the Developer have agreed that the following obligations and commitment shall be included herein:

(A) **Residential Units.** The residential units to be constructed upon the Property, pursuant to the Development Agreement, shall be detached single family homes, and the total number of residential units to be constructed upon the Property shall not exceed Fifty Nine (59) detached single family residential homes (individually a “**Residential Unit**” collectively the “**Residential Units**”). For purposes of this Agreement, a Residential Unit shall be deemed to include any auxiliary building.

(B) **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 residential unit within the Property, a park enhancement fee (the “**Park Enhancement Fee**”) in an amount equal to \$400 for each residential unit, paid at the time of issuance of each respective building permit.

(C) **Beachfront Parking Enhancement Fee.** As a public benefit, for the Property, pursuant to the Development Agreement, the Developer, or the then current owner, shall pay to the City, as to each Residential Unit within the Property, a beach parking fee (the “**Beachfront Parking Enhancement Fee**”) in an amount equal to \$1,100 for each Residential Unit, to be paid at the time of issuance of the building permit for each such Residential Unit within the Property.

(D) **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 residential unit within the Property, a public safety enhancement fee (the “**Public Safety Enhancement Fee**”) in any amount equal to \$4,000 for each residential unit within the Property, also paid at the time of issuance of each respective building permit.

(E) **CPI Index.** Developer further agrees that, as a public benefit, the Beach Access Parking Fee referenced above shall be subject to annual increase, beginning 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 Beach Access Parking Fee continues to reflect the City’s on-going increases in the costs of services provided.

(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 Site Plan shall provide for not more than 59 total Residential Units, at a maximum height not to exceed 35 feet.

(G) **Off-Site Road Improvements.** As an obligation, the City and Developer acknowledge that Developer shall make certain off-site improvements to Marsh Glen Drive,

providing access to the Project, which will include a three (3) way stop, ~~and a flashing signal to warn oncoming traffic of the impending stop~~, street lighting to adequately light the area of the three (3) way stop ~~(exclusive of any flashing lights, subject to the approval of the City's Public Works Director)~~, including a wall pack lighting system for the underside of the S. C. Highway overpass at Marsh Glen Drive, together with the maintenance of visual sight triangles in accordance with the applicable standards of the City, as such jurisdiction is applicable, and following such improvements and acceptance by the City, such improvements shall be deemed to have been completed in accordance with the terms of this Agreement. The proposed public roadway improvements within the Property shall be completed in accordance with the applicable standards of the City, as a part of the subdivision plat approval process, and in accordance with subdivision regulations of the City for the Project, to the extent the Project is developed in one or more phases, the respective portions of the roadways within each such phase of the Project shall be platted together with the Residential Units for the particular phase in which such roadway is located. Developer shall be responsible for satisfying the requirements of the City with regards to such roadways, including, but not limited to the issuance of any encroachment permits from such roadways to any portion of the Property, together with any necessary easements for storm drainage related to such roadways, as shown on **Exhibit "D"** (the "**Roadway Improvement Exhibit**") submitted with this Amendment. The Off-Site Road Improvements described above, shall be complete prior to the date on which the initial building permit for Residential Units within the Property is issued. The costs of platting, dedicating, conveying and recording such public roadways, shall be the sole expense of Developer.

(H) **Road Standards and Traffic Impact**. As an obligation, all public roads within the Project shall be constructed to City specifications. The exact location, alignment, and name of any public road within the Project, shall be subject to review and approval by the City Planning Commission as part of the subdivision platting process. The Developer shall be responsible for maintaining all public roads until such roads are offered to, and accepted by the City, for public ownership and maintenance.

(I) **Construction Traffic Hours**. The Developer shall limit all construction delivery traffic both to and from the Property by way of Marsh Glen Drive to the hours of 7:00 AM to 6:00 PM, Monday through Friday, and excepting any public holidays.

(J) **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.

(K) **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 single family homes or amenities on the approved Concept 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 hereunder, and shall not be deemed a conservation easement or restrictive covenants prohibited by this provision. 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 property owners association shall not be deemed such an easement or restriction, and shall not constitute a default by Developer, provided that such portion of the Property so conveyed, prior to the date of such conveyance to any property 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 Agreement.

(L) **General Maintenance and Mowing.** As an obligation, Developer must maintain the portion of the Property located within Two Hundred (200) feet of Marsh Glen Drive consistent with the Code of Ordinances of the City, provided that, at a minimum, once any portion of the Property is cleared, Developer will thereafter mow the cleared but undeveloped Property no less than Eight (8) 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, and the City may elect to withhold the issuance of any further building permits or certificates of occupancy for Residential Units within the Property until such time as the lien is paid in full.

(M) **Minimum Rental Term.** As a public benefit, Developer, or the then current owner of the Project agree that the minimum term of any rental agreement for Residential Units constructed upon the Property shall be One (1) year. Developer, its successors and assigns covenant and agree that the respective deed(s) for conveyance of any portion of the Property shall include a conspicuous notice that the real property being conveyed is restricted such that the minimum rental term of any portion of the Property shall not be less than One (1) year.

(N) **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 (i) the necessary and required permanent and perpetual easements necessary to facilitate such drainage from the Property; (ii) the perpetual maintenance and operation of stormwater and drainage facilities shall be vested in an Owners Association pursuant to covenants recorded in the public records of Horry County, South Carolina; and (iii) the best management practices (“BMPS”) also recorded in the public records of Horry County, South Carolina. In addition, Developer will cause the stormwater system for the Property to be be designed in accordance with the stormwater standards of Horry County, which require a Twenty (20%) percent reduction in peak discharge for the 100 year storm event, at the boundary location to which the retention pond drains. In the event the City adopts a stormwater ordinance as part of the Code of Ordinances whose requirements exceed those of Horry County prior to the issuance of a land disturbance permit for the Property, Developer shall conform the design of the stormwater system for the Property to the Code of Ordinances rather than the stormwater ordinances of Horry County.

~~(N)~~

(O) **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 property owners association established to govern the Project for maintenance and operation not later than the date on which the Project is complete.

(P) **Firewise Community.** As an obligation, 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.

(Q) **Open Space Requirement.** As an obligation, 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.

(R) **Approved Materials and Building Elements.** As an obligation, Developer further agrees that certain materials shall be prohibited for incorporation in the Transient Units or other buildings constructed as part of the Project, and those prohibited materials and encouraged building elements are set forth on **Exhibit “G”** submitted with this Amendment (the “**Approved Elements**”).

~~(S) **Home Plans.** As an obligation, Developer has identified those home plans approved for the Project, which plans are identified as Pulte Plans Prosperity, Mystique, Palmary, Mainstay and Prestige, previously approved by the City for the existing Del Webb North Myrtle Beach community, which shall also be the plans approved for the Project, notwithstanding the fact that the Project will not be branded as a Del Webb community. A summary of the plans is included on **Exhibit “N”** submitted with this Amendment.~~

~~(T)~~**(S) Entry Vegetated Hedge Maintenance.** As a public benefit, Developer agrees to preserve and maintain a vegetated hedge, ~~and, in lieu of an earthen berm, which would require the removal of existing vegetation, to instead supplement the existing vegetation with an opaque shrub line extending from the Southeastern edge of the proposed entry roadway right-of-way, to the existing vegetation, a depth of approximately 30 feet, and having a height of not less than Eight (8) feet in height, at stabilization not later than Two (2) years following installation, and to also preserve and maintain the vegetated hedge, in addition to the existing vegetated buffer to remain undisturbed,~~ in order to mitigate vehicle headlights, in the areas of the Property shown on **Exhibit “I”**, submitted with this Amendment, such exhibit also including a drawing depicting the dimensions of such vegetated hedge (the “**Hedge Exhibit**”).

~~(U)~~**(T) Street Lights.** As an obligation, Developer shall install or cause to be installed, street lights within the Property shown on the Master Site Plan, in accordance with the Code of Ordinances. The monthly cost for each street light shall be assumed by the City, provided, however that any additional charges associated with an enhanced street light fixture, if any, shall be borne by the Developer and/or any owners association established by Developer for the Property shown on the Master Site Plan.

~~(V)~~**(U) 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.

~~(W)~~**(V) Ponds and Lakes.** As an obligation, Developer shall install pond(s) or lake(s) as reflected on the approved Master Site Plan. 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

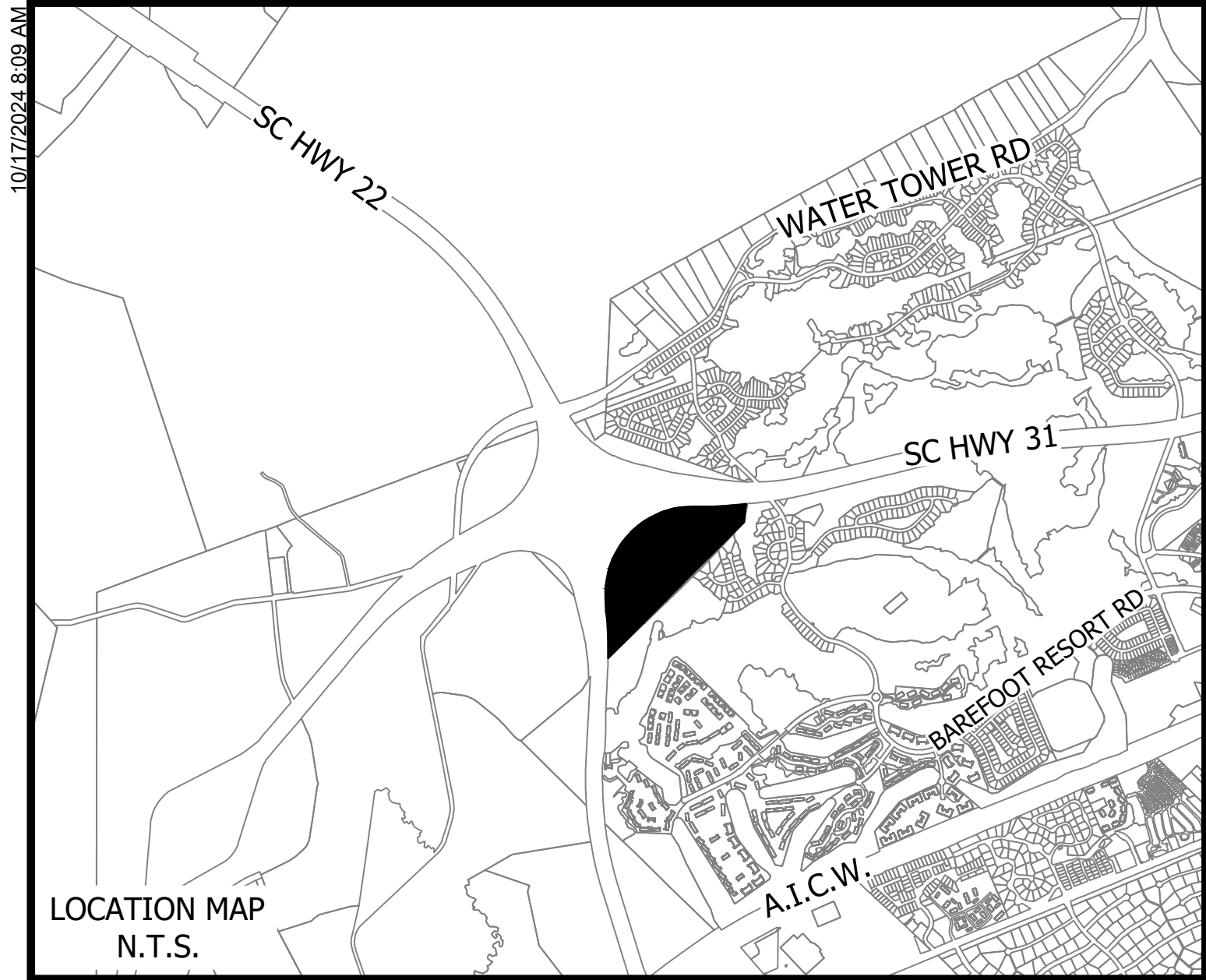
will not accept maintenance responsibility or any other liability for such pond(s) and lake(s), and that such pond(s) and lake(s) shall either be maintained by Developer, or conveyed to a property owners association for on-going maintenance following completion of the development on the Property.

AMENDMENT AND ENFORCEMENT

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

Exhibits: **SEE SEPARATE EXHIBITS.**

Exhibit “A”	Intentionally Omitted
Exhibit “B”	Survey of Lake Parcel
Exhibit “C”	Annexed Property
Exhibit “D”	PDD Master Site Plan
Exhibit “E”	Buffer Exhibit
Exhibit “F”	Intentionally Omitted
Exhibit “G”	Approved Materials and Building Elements
Exhibit “H”	Intentionally Omitted
Exhibit “I”	Vegetated Supplement and Hedge Exhibit
Exhibit “J”	Roadway Sections
Exhibit “K”	Master Utility Plan
Exhibit “L”	Master Drainage Plan



SITE DATA:

OWNER: BLU WATER INVESTMENTS, LLC

PARCEL: 359-00-00-0005 (Horry County, CFA)

TOTAL AREA FOR ANNEXATION: 58.3± ACRES
EXISTING POND AREA: 19.8 ± ACRES

PROPOSED ZONING (Sec. 23.18): R-1
PROPOSED USE: SINGLE FAMILY DWELLINGS

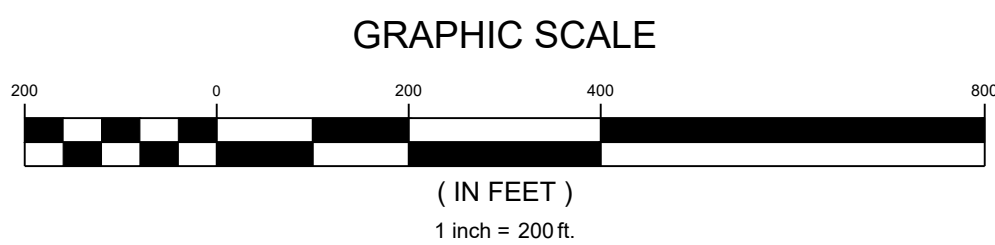
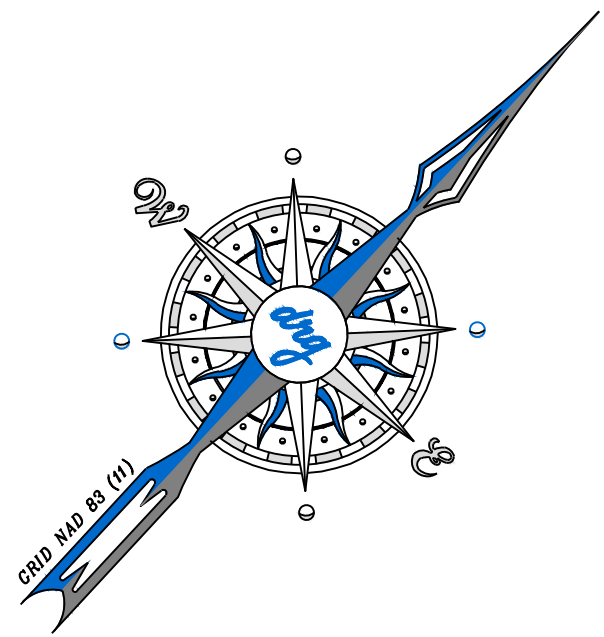
ADJOINING RESIDENTIAL LOT BUFFER: 125'

DEVELOPMENT STANDARDS

MINIMUM LOT AREA: 10,000 sq.ft.
MINIMUM LOT WIDTH: 80'
MAXIMUM BUILDING HEIGHT: 35'
MAXIMUM IMPERVIOUS SURFACE: 40%

SETBACKS

FRONT: 25'
REAR: 20'
SIDE: 10'



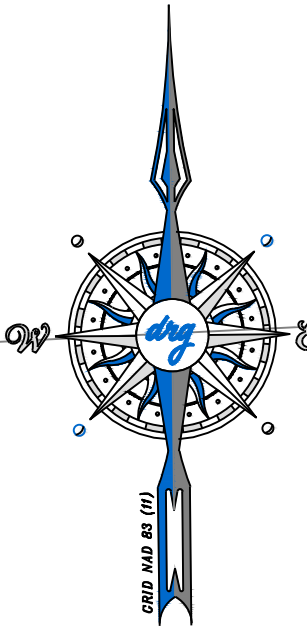
ANNEXATION MAP

BAREFOOT LAKES

JOB NO: 22.158
SCALE: 1"=200'
DRAWN BY: PTH
DATE: 10/17/2024

C

P:\2158 - BLU WATER INVESTMENTS - BAREFOOT LAKES ENTITLEMENTS\DESIGN\DRAWINGS\2158 2024-10-27 NMB ANNEX SITE EXHIBIT.DWG 10/28/2024 8:47 AM



SC HIGHWAY 31
RIGHT OF WAY

PIN: 359-00-00-0005
Current Owner
BLU WATER
INVESTMENTS LLC
1204 SUNSET FARMS RD
WHITTIER, NC 28789
Deed Book 4555
Deed Page 2680

RIGHT OF WAY

PAVED MULTIPURPOSE PATH

PUBLIC 50' R/W
ENTRY ROAD

5' SIDEWALK

RIGHT OF WAY

REMAINDER OF
PIN: 359-15-02-0014
Current Owner
BLU WATER
INVESTMENTS LLC
1204 SUNSET FARMS RD
WHITTIER, NC 28789
Deed Book 4555
Deed Page 2680

PIN: 359-15-02-0017
TMS: 155-16-01-088
Current Owner
LAWRENCE M & JANICE O
MURPHY
5706 SEABIRD CT
N MYRTLE BEACH, SC 29582
Deed Book 2579
Deed Page 1369

PIN: 359-15-02-0016
TMS: 155-16-01-089
Current Owner
KEVIN G MCQUADE ETAL
17 SUGAR MAPLE RD
LEVITTOWN, NY 11756
Deed Book 4255
Deed Page 81

PIN: 359-15-02-0015
TMS: 155-16-01-090
Current Owner
EDUARDO A & LAURA K
SIMEON
5700 SEABIRD CT
N MYRTLE BEACH, SC
29582
Deed Book 2584
Deed Page 663

8' TALL HEDGE ROW
ALONG ADJOINING LOTS

STRIPED CROSSWALK

R35.0'

3 WAY STOP

EXISTING LANDSCAPE BERM

SEABIRD CT
50' R/W

PIN:
TMS:
C
4980 E
B
N MYR

4980 BA
N MY



DEVELOPMENT RESOURCE GROUP, LLC
1101 JOHNSON AVENUE, SUITE 300A
MYRTLE BEACH, SC 29577
843-839-3350 | DRGPLLC.COM

MASTER SITE PLAN

BAREFOOT LAKES

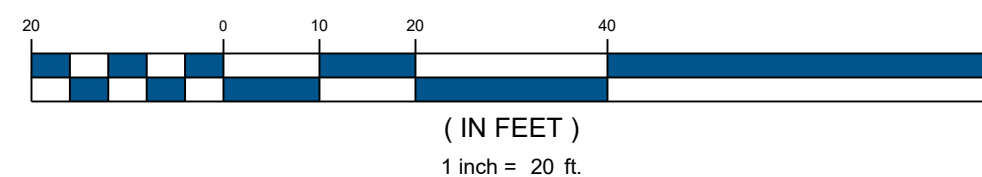
SCALE: 1"=20'

DATE: 10/28/2024

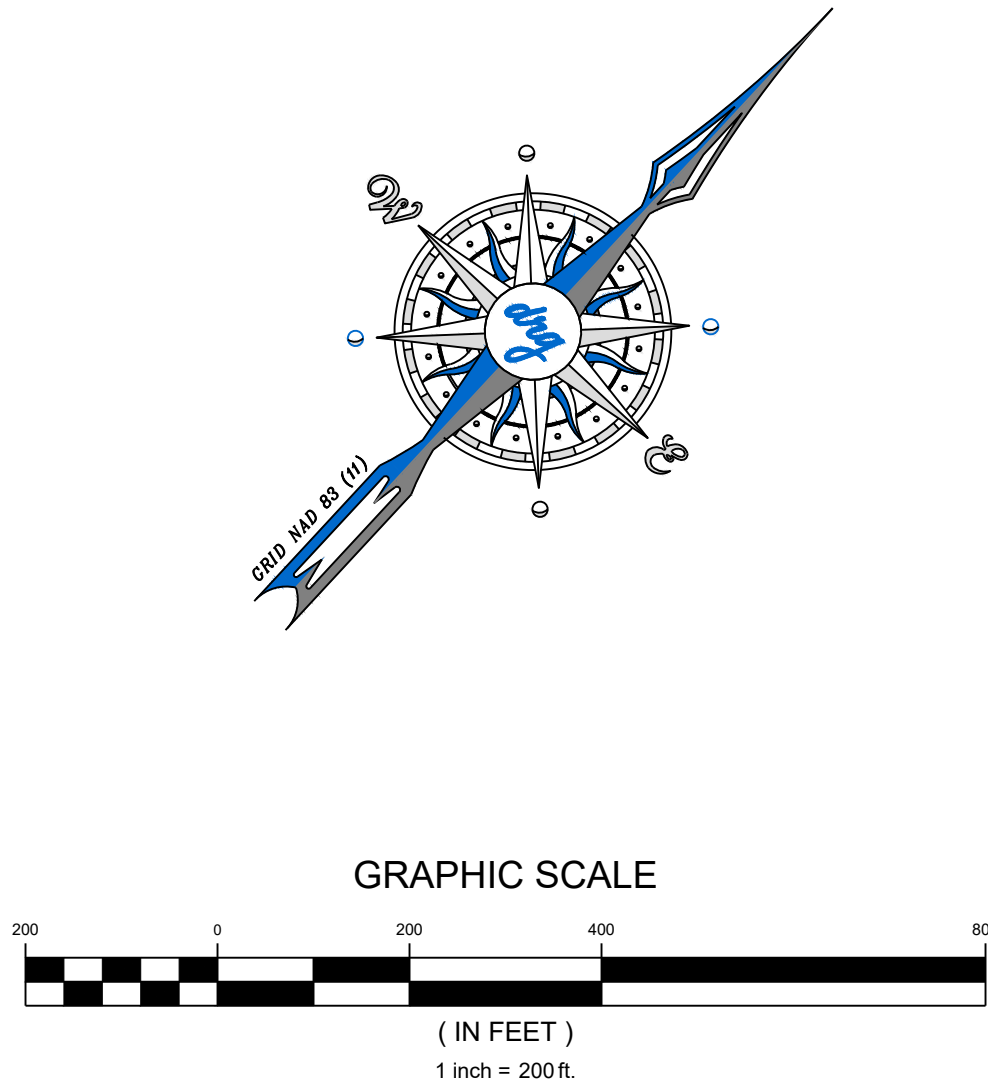
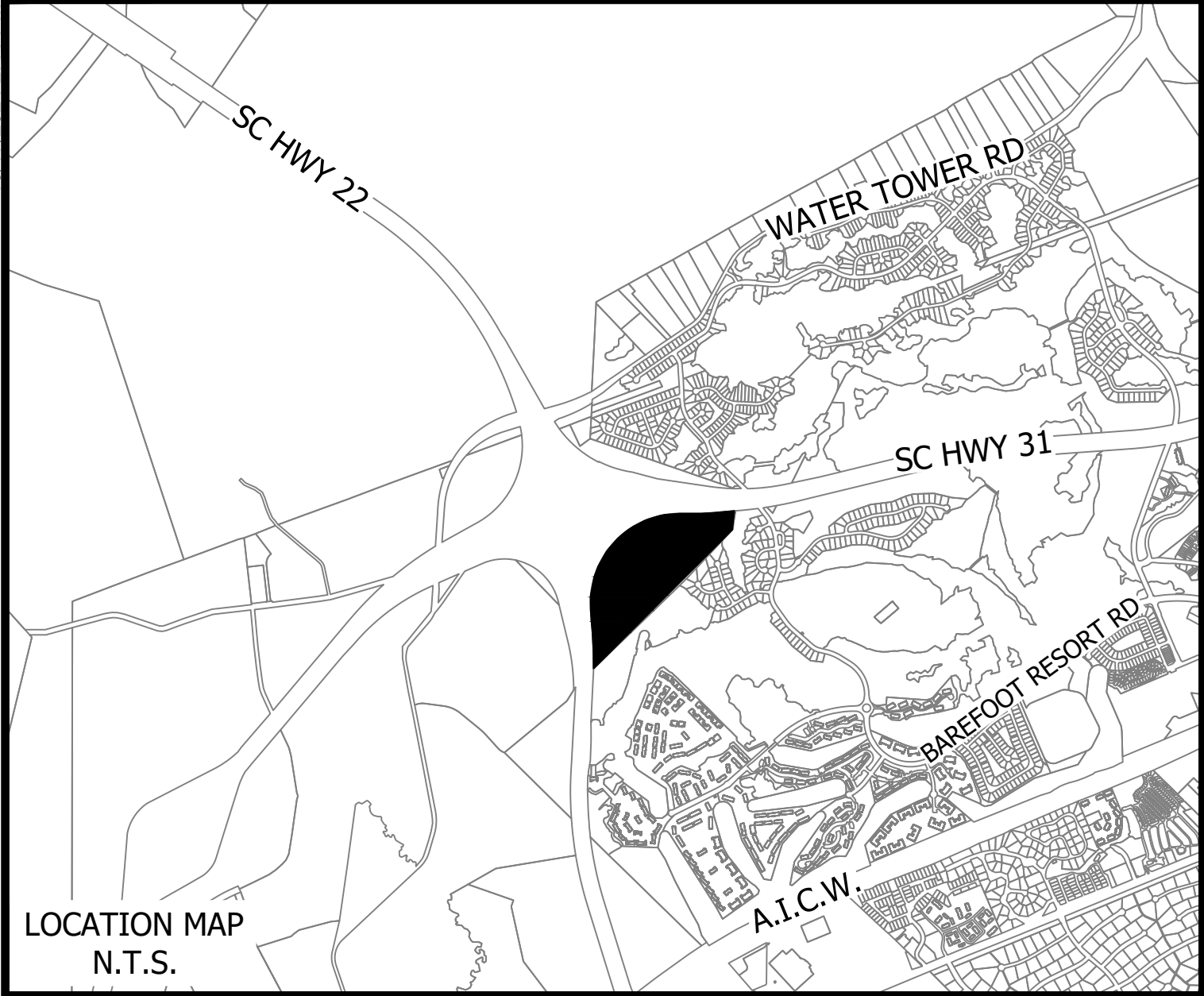
EXHIBIT NUMBER:

D

GRAPHIC SCALE



10/17/2024 2:41 PM
P:\22158 - BLU WATER INVESTMENTS - BAREFOOT LAKES ENTITLEMENTS\DESIGN\DRAWINGS\22158 2024-10-15 NMB ANNEX SITE EXHIBIT.DWG





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

BUFFER EXHIBIT

BAREFOOT LAKES

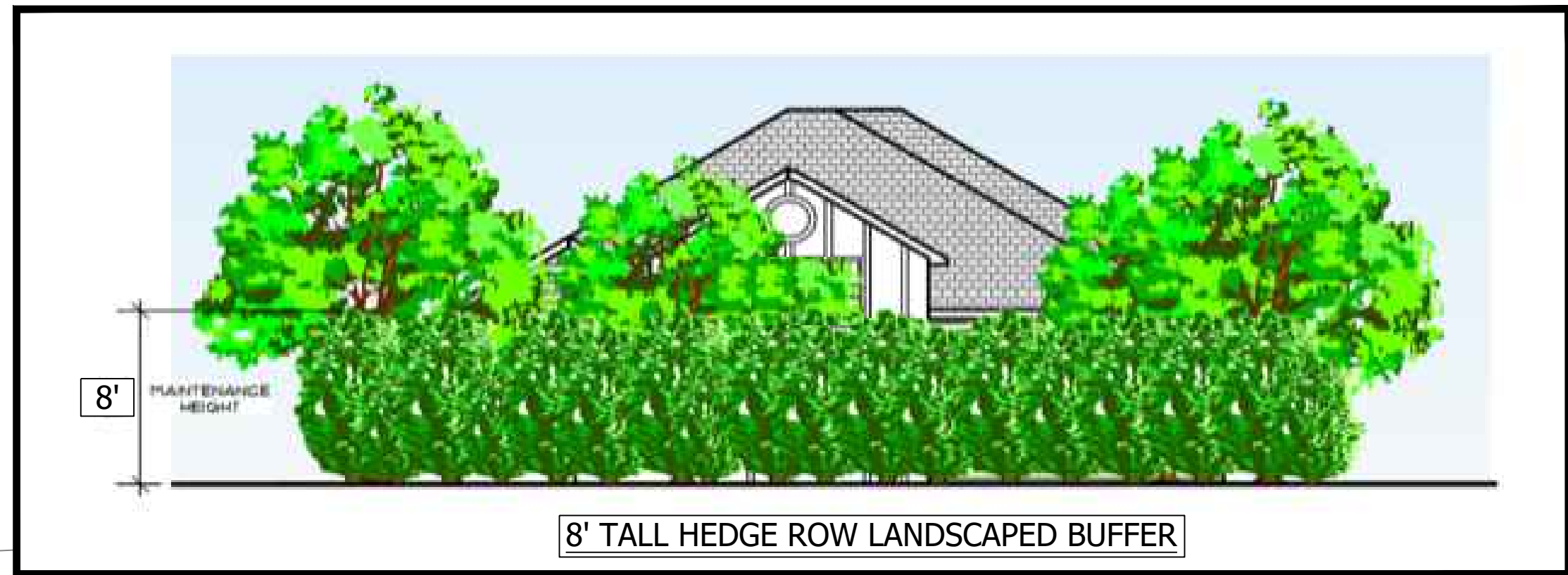
JOB NO:	22.158
SCALE:	1"=200'
DRAWN BY:	PTH
DATE:	10/17/2024



EXHIBIT “G”

Approved Materials and Building Elements

1. For Residential Units Porches and patios are required.
2. All Residential Units shall be clad in wood siding, Cementous fiberboard, brick or tabby.
3. Vinyl siding, metal siding, concrete block, fiberglass, plastic, asphalt siding, logs and other siding materials not set forth in Section 2 above, shall be strictly prohibited.
4. Large expanses of blank walls on the front and rear elevations should be avoided.
5. Window sizing should be proportionate with the wall area where window is installed.



NOTE:
NO INVASIVE SPECIES.
NATIVE SPECIES PREFERRED.
PLANTINGS TO BE 8' AT TIME OF PLANTING.



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1101 JOHNSON AVENUE, SUITE 300A
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VEGETATIVE SUPPLEMENT EXHIBIT

BAREFOOT LAKES

SCALE: 1"=20'

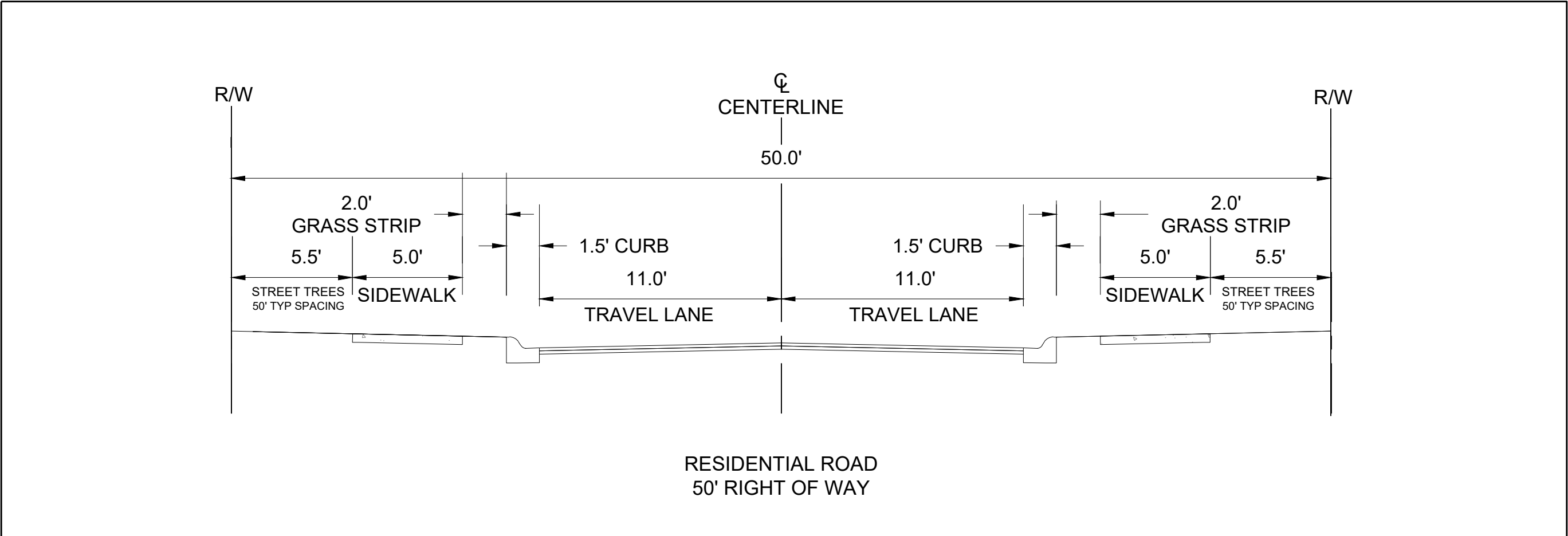
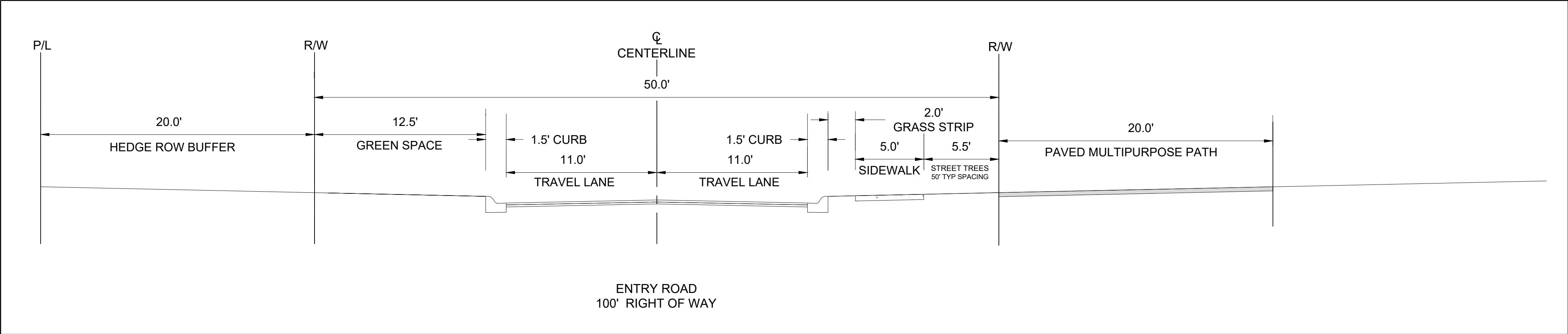
DATE: 10/27/2024

EXHIBIT NUMBER:

1

10/28/2024 8:48 AM

P:\22159 - BLU WATER INVESTMENTS - BAREFOOT LAKES ENTITLEMENTS\DESIGN\DRAWINGS\22159 2024\10-27 NMB ANNEX SITE EXHIBIT.DWG



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ROADWAY SECTIONS

BAREFOOT LAKES

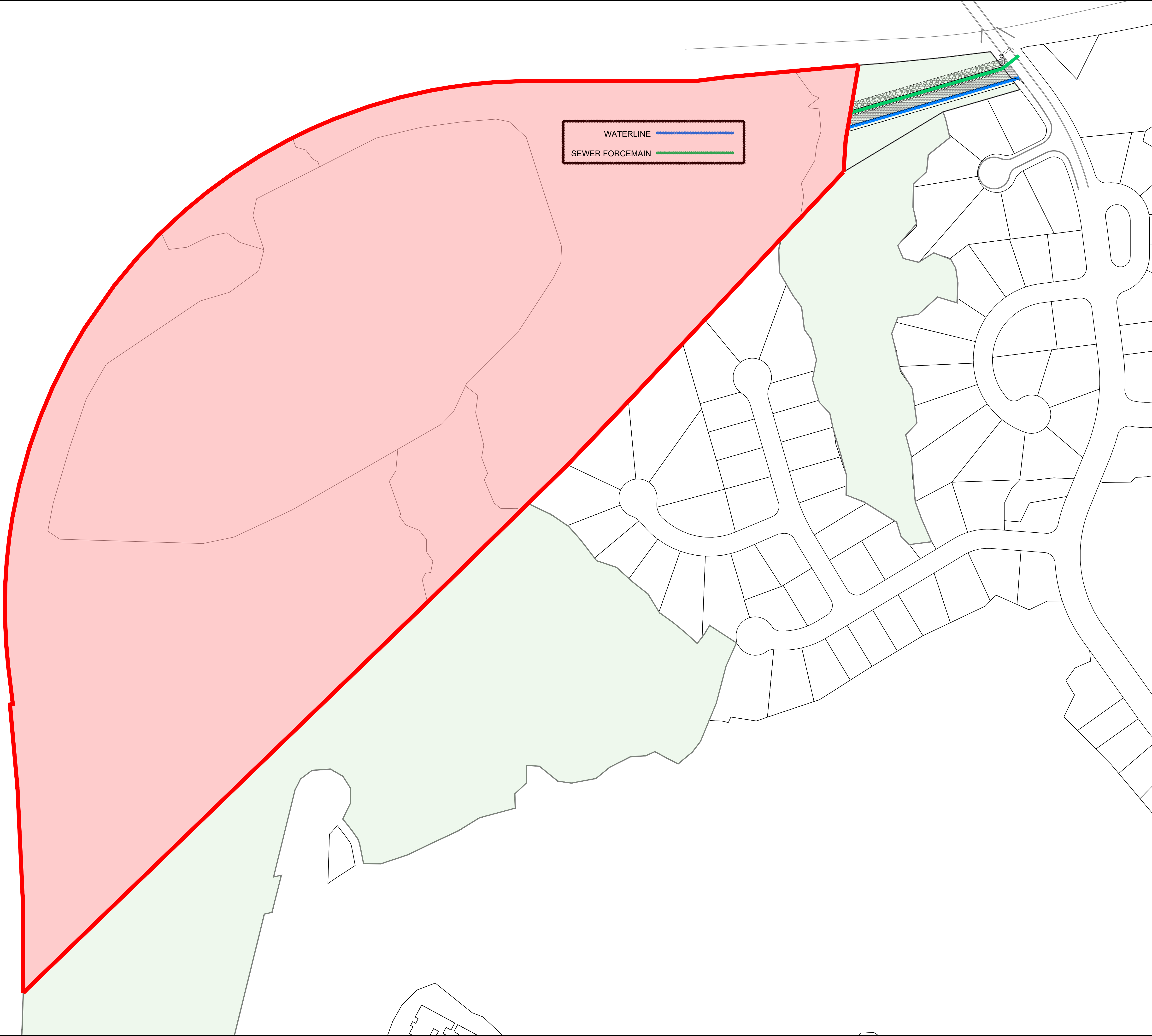
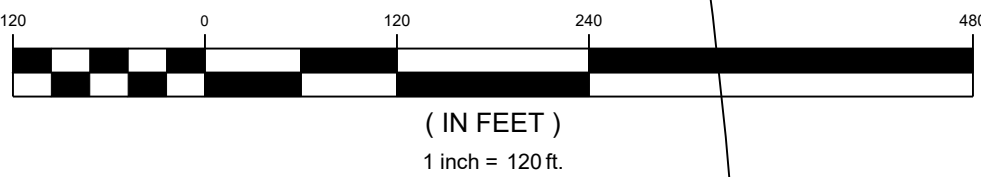
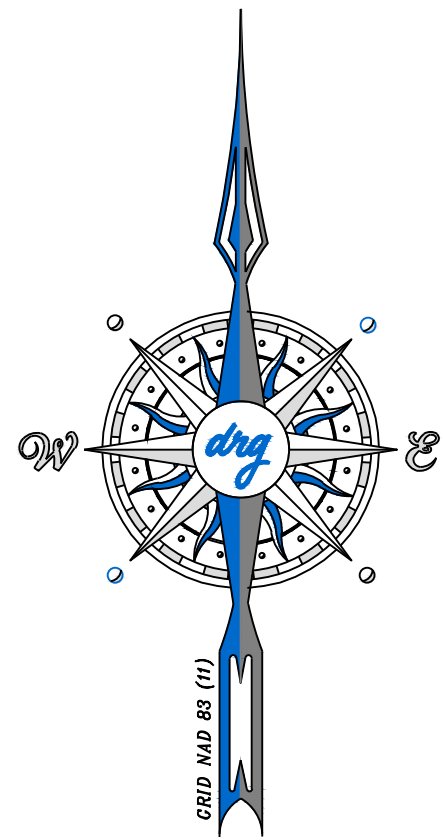
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DATE: 10/27/2024

EXHIBIT NUMBER:

J

P:\22158 - BLU WATER INVESTMENTS - BAREFOOT LAKES ENTITLEMENTS\DESIGN\DRAWINGS\22158 2024-10-15 NMB ANNEX SITE EXHIBIT.DWG 10/17/2024 8:55 AM



dry

DEVELOPMENT RESOURCE GROUP, LLC
4763 OLEANDER DRIVE
MYRTLE BEACH, SC 29577
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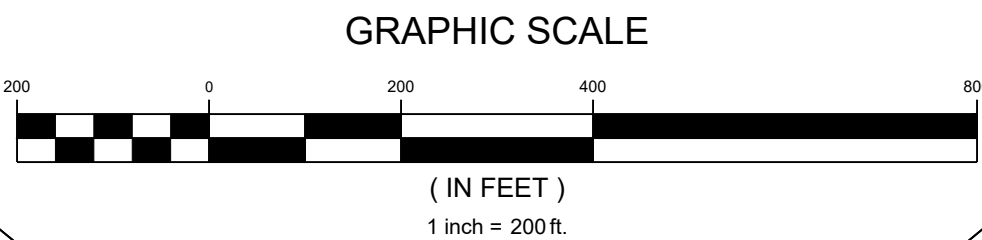
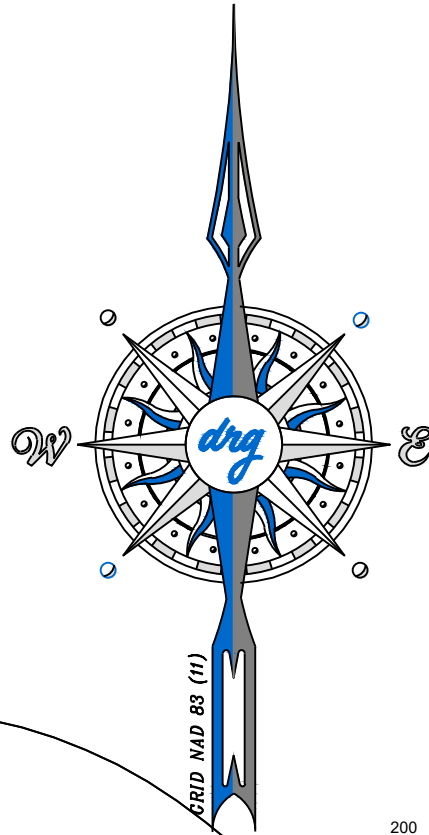
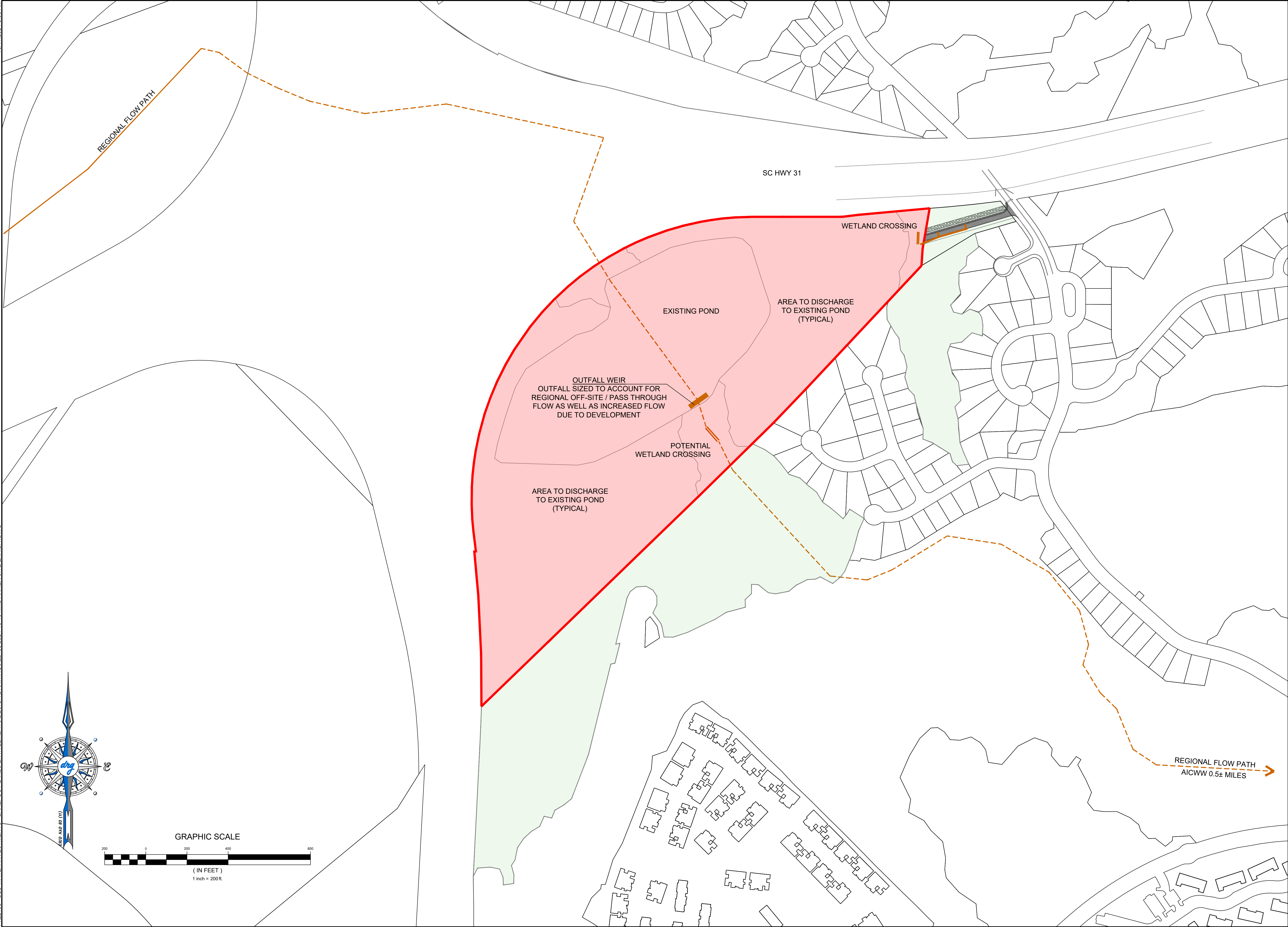
MASTER UTILITY PLAN

BAREFOOT LAKES

JOB NO:	22.158
SCALE:	1"=120'
DRAWN BY:	PTH
CHECKED BY:	RFW
DATE:	10/17/2024
EXHIBIT NUMBER:	

K

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dry

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

MASTER DRAINAGE PLAN	
BAREFOOT LAKES	
JOB NO:	22.158
SCALE:	1"=200'
DRAWN BY:	PTH
CHECKED BY:	RFW
DATE:	10/17/2024
EXHIBIT NUMBER:	L

5B. MAJOR PLANNED DEVELOPMENT DISTRICT AMENDMENT Z-24-25: City staff received an application for a major amendment to the Barefoot Resort Planned Development District (PDD) providing access to the adjacent Barefoot Lakes development by way of connection to Marsh Glen Drive.

Background

The Planning Commission recommended denial of a major amendment to the Barefoot Resort PDD for a previous iteration of the Barefoot Lakes development at their July 18, 2023, meeting. That proposed amendment was later withdrawn. This item was then postponed by the Planning Commission at the July 16 meeting to allow the applicant time to coordinate with the Barefoot neighborhood.

Proposed Changes

The applicant, Robert “Shep” Guyton, agent for the owner, has requested an amendment to Barefoot Resort PDD allowing access to Marsh Glen Drive from an adjacent parcel petitioning for annexation and zoning, known as Barefoot Lakes. The Barefoot Lakes access road is proposed to be routed through an existing parcel previously designated as open space in the Barefoot Resort PDD. The access road will provide access to a single-family home neighborhood, not included in the Barefoot Resort PDD, that contains 59 homes (at maximum) in a Lowcountry architectural style. Other elements of the amendment include:

- Marsh Glen Road will be improved to contain a three-way stop providing access to the Barefoot Lakes development with warning to vehicular traffic provided by a flashing signal and wall pack lighting for the underside of Highway 31.
- Construction traffic for Barefoot Lakes will be limited to the hours of 7 am to 6 pm.
- Minimum rental term for any constructed residential property shall be one year.
- Firewise principles shall be incorporated into the development.
- Open space shall not be less than 20%.
- Building materials are restricted to include the standards of exhibit G.
- An emergency all weather access provides parallel access to the parcel.
- Additionally, the developer will install a vegetated hedge to mitigate headlight intrusion.

Staff Review

Planning & Development, Planning Division

The Planning Department is reviewing the proposed amendment.

Planning & Development, Zoning Division

The Zoning Administrator is reviewing the proposed amendment.

Public Works

The Public Works Department is reviewing the proposed amendment.

Public Safety

The Fire Marshal is reviewing 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 November 4, 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 Barefoot Resort PDD [Z-24-25] as submitted.
OR
- 2) I move that the Planning Commission recommend denial of the major planned development district amendment to the Barefoot Resort PDD [Z-24-25] as submitted.
OR
- 3) I move (an alternate motion).

PDD Zoning Finance Account Code:	3.22
FEE PAID:	\$0.00 on
FILE NUMBER:	Z-24-25
Complete Submittal Date:	



Notice Published:	June 27, 2024
Planning Commission:	July 16, 2024
First Reading:	August 19, 2024
Second Reading:	September 16, 2024

City of North Myrtle Beach, SC

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

GENERAL INFORMATION	
Date of Request: June 24, 2024	Property PIN(S): 35915020014
Property Owner(s): Blu Water Investments, LLC	Type of Zoning Map Amendment: Major PDD Amendment
Address or Location: Intersection of Marsh Glen Drive and SC Hwy. 31	Project Contact: Robert Guyton
Contact Phone Number: 8438392100	Contact Email Address: rsguyton@guytonlawfirm.com
PDD Name: Barefoot Resort & Golf PDD	Total Area of Property: 9.47 Acres
Proposed Amendment: Amend PDD to provide for access roadway over existing parcel.	
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). <i>Applicant's E-signature: Robert Guyton</i>	
This form complies with a state law that took effect on July 1, 2007 (S.C. Code § 6-29-1145) that requires all planning agencies to inquire in an application for a permit if the parcel of land is restricted by a recorded covenant that is contrary to, conflicts with, or prohibits the permitted activity. If such a covenant exists, the agency shall not issue the permit until written confirmation of its release is received. The release must be through the action of an appropriate legal authority.	

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

LETTER OF AGENCY

To: City of North Myrtle Beach

Re: Horry County PIN No.: 359-00-00-0005

Property Location: Intersection of S. C. Highway 22 and S. C. Highway 31.

Property Owners: Blu Water Investments LLC (Fee Simple Owner)

In connection with the above referenced property, I hereby appoint the person shown below as my agent for purposes of filing such applications for annexation, zoning and zoning amendments, including PDD Amendments, Development Agreements, site plans, rights-of-way, and for purposes of signing for recordation any combination plats and subdivision plats for the above referenced properties as may be required.

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

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

DRG: 4703 Oleander Drive
Myrtle Beach, SC 29577

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

DRG: (843) 839-3350

FEE SIMPLE OWNER:

BLU WATER INVESTMENTS, LLC

By: _____

Name: _____

Title: _____

1204 Sunset Farms Road

Whittier, NC 28789

Phone: _____