REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: March 17, 2025

Agenda Item: 7B	Prepared by: Chris Noury, City Attorney
Agenda Section: New Business: Second Public Hearing	Date: March 12, 2025
Subject: Second Public Hearing regarding the Amended and Restated Development Agreement associated with Bahama Island Phase II	Division: Legal

Overview of the Proposed Amendment to the Development Agreement:

The number of residential units is limited to no more than 137.

The following fees shall be required for each residential unit:

1. Park Enhancement Fee: $400.
2 Beach Parking Enhancement Fee: $1,100.
2. Public Safety Enhancement Fee: $3,600.

The above fees are subject to annual increase per the formula contained in the Agreement. *In addition*, the above fees will be paid at the time of *application* for a residential unit.

Also, the Developer will be obligated to make the following off-site road improvements:

The intersection of Old Crane Road and Bowline Boulevard, which will include improvements to widen the inbound and outbound lanes onto Old Crane Road and three separate entrances to the project from Bowline Boulevard.

In addition, the Developer shall improve the portion of C Versie Road lying within the corporate boundaries of the City from Bowline Boulevard northwestwardly to the boundary of the City limits.

Recommended Action:
Allow public comment on the proposed amendment to the Development Agreement

Reviewed by Department Head	Reviewed by Interim City Manager	Reviewed by City Attorney

Council Action:
Motion By_____ 2nd By_____ To_____

STATE OF SOUTH CAROLINA	)	**AMENDED AND RESTATED**
	)	**DEVELOPMENT AGREEMENT FOR**
COUNTY OF HORRY	)	**BAHAMA ISLAND PHASE II**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("***Agreement***") is made and entered this ___ day of _____, 2025, by and among **SW INT 90 HOLDCO, LLC**, a South Carolina limited liability company, **SW INT 90 HOLDCO II, LLC**, a South Carolina limited liability company, **MYRTLE BEACH ZDGROUP, LLC**, a South Carolina limited liability company, **SW INT 90 HOLDCO III, LLC**, a South Carolina limited liability company and **SW INT 90 HOLDCO IV, LLC**, a South Carolina limited liability company (collectively the "***Owners***" and each Owner singularly as an "***Owner***"), **PULTE HOME COMPANY, LLC**, a Michigan limited liability company (the "***Developer***"), their respective affiliates, subsidiaries, successors and assigns, and the governmental authority of the **CITY OF NORTH MYRTLE BEACH**, a body politic under the laws of the State of South Carolina ("***City***").

WHEREAS, the City and the above referenced Owners entered into that certain Development Agreement for Bahama Island Phase II, dated August 31, 2023 and recorded September 22, 2023 in Deed Book 4726 at Page 494, and re-recorded September 27, 2023 in Deed Book 4728 at Page 1806, in the Office of the Register of Deeds for Horry County, South Carolina (the "***Development Agreement***"); and

WHEREAS, the City and the above referenced Owners amended the Development Agreement by that certain First Amendment to Development Agreement for Bahama Island Phase II, dated October ____, 2024 and recorded November ____, 2024 in Deed Book _____ at Page _____, in the Office of the Register of Deeds for Horry County, South Carolina (the "***First Amendment***"); and

WHEREAS, the Developer now desires to convert the use of the real property which is the subject of the Development Agreement, as amended by the First Amendment, from the previously approved RV Park to a single family detached community; and

WHEREAS, in order to reflect the requirements of a development agreement for single family detached community, the Owners, Developer and City now desire to amend and restate the Development Agreement as amended by the First Amendment, as set forth herein; and

WHEREAS, the legislature of the State of South Carolina has enacted the "South Carolina Local Government Development Agreement Act", as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended; and

WHEREAS, Section 6-31-10(B)(1) of the Act, as defined below, recognizes that "[t]he lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning"; and

WHEREAS, Section 6-31-10(B)(6) of the Act, as defined below, also states that "[d]evelopment agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the development agreement or in any way hinder, restrict, or prevent the development of the project. Development agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State"; and

WHEREAS, the Act, as defined below, further authorizes local governments, including municipal governments, to enter into development agreements with developers to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and

WHEREAS, the City seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed development and a stable and viable tax base; and

WHEREAS, Owners are the legal owners of the Property hereinafter defined and have given permission to Developer, pursuant to the terms of a valid and binding contract to purchase the Property, to enter into this Agreement with the City; and

WHEREAS, the City finds that the program of development for this Property (as hereinafter defined) proposed by Developer over approximately the next Five (5) years or as extended as provided herein is consistent with the City's comprehensive land use plan and land development regulations, and will further the health, safety, welfare and economic wellbeing of the City and its residents; and

WHEREAS, the development of the Property and the program for its development presents an opportunity for the City to secure quality planning and growth, protection of the environment, and to strengthen the City's tax base; and

WHEREAS, the City, at the request of the Developer, has annexed the real property more particularly shown and depicted on the boundary survey attached hereto as **Exhibit "B"** (the "***Property***"), and simultaneously approved under a second amendment to the zoning district for the Bahama Island Planned Development District (the "***PDD***") under the ordinances of the City of North Myrtle Beach, together with this Agreement, on or about the ____ day of _____, 2025; and

WHEREAS, this Agreement is being made and entered into by and among the Owners, the Developer and the City, under the terms of the Act, for the purpose of providing assurances to Owners and Developer that they may proceed with its development plan under the terms hereof, consistent with its annexation and approved zoning (as hereinafter defined) without encountering future changes in law which would materially affect the Owner's and Developer's ability to develop the Property under its approved zoning, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the City;

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both the City, the Owners and the Developer by entering this Agreement, and to encourage well planned development by Developer, the receipt and sufficiency of such consideration being hereby acknowledged, the City, the Owners and the Developer hereby amend and restate the Development Agreement as amended by the First Amendment, by this Amended and Restated Development Agreement, which will be substitute for, and replace, in whole, the Development Agreement as amended by the First Amendment, and the City, the Owners and the Developer agree as follows:

1. **INCORPORATION**. The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth under Section 6-31-10(B) of the Act.

2. **DEFINITIONS**. As used herein, the following terms mean:

"***Act***" means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; attached hereto as **Exhibit "A"**.

"***Code of Ordinances***" means the Code of Ordinances for the City, as amended and in effect as of the date hereof, as the same may be amended from time to time, a complete copy of which is on file in the City's office.

"***Developer***" means **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, all of its permitted assignees, and all successors in title or lessees who undertake development of the Property as a Developer or who are transferred Development Rights and Obligations.

"***Developer Default***" for purposes of this Agreement, Developer Default shall mean that (i) Developer has breached the specific obligations of this Agreement, and, following prior written notice from the City, has failed to cure such breach within Thirty (30) days of the date of written notice from the City; or (ii) once commenced, Developer has failed to continue with Development Work, as defined in this Agreement, on the Property for a period of more than Six (6) months, and, following prior written notice from the City, has failed to cure such breach within Thirty (30) days of the date of written notice from the City.

"***Developer Default Remedy***" notwithstanding any other remedy that may be available to the City at law, or in equity, as a result of a Developer Default, Developer and the City agree that the City may elect to (i) withhold issuance of building or other permits or issue a stop-work order until such Developer Default is cured; (ii) seek injunctive relief to stop any such continuing Developer Default, or (iii) any other remedy available at law or in equity.

"***Development Rights and Obligations***" means the rights, obligations, benefits and approvals of the Developer(s) under the Planned Development District and this Agreement.

"***Development Work***" means the periodic operation of development activities on the Property, which include, but are not limited to clearing, grading, erosion control, site work, and landscaping under the terms of a written contract with the Developer.

"***Effective Date***" means the date on which the last of the parties has executed this Agreement.

"***Jurisdictional and Non-Jurisdictional Waters of the State of South Carolina and the United States***" means 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.

"***Land Development Regulations***" means the Land Development Regulations for the City, as amended and in effect as of the effective date of the Development Agreement, which includes the Complete Streets Ordinance of the City, a complete copy of which is attached hereto as **Exhibit "H"** or further amended from time to time pursuant to this Agreement.

"***Master Site Plan***" means that certain master site plan prepared by Developer, a copy of such Master Site Plan being attached to the PDD, and also being attached hereto as **Exhibit "C"**.

"***Owners Association***" means a legal entity formed by Developer pursuant to South Carolina statutes which is responsible for the enforcement of neighborhood restrictions and covenants, and for the maintenance and upkeep of any common areas and/or community infrastructure developed under this Agreement, but not accepted by the City for perpetual ownership and maintenance, to include but not be limited to: private drives and alleyways, common areas, neighborhood parks and recreational facilities, wetlands and storm water management systems.

"***PDD***" means the Bahama Island Planned Development District, under the Code of Ordinances for the City, as amended and restated.

"***Project***" means a master planned community to include single family detached lots, and related amenities project envisioned by the Master Site Plan and approved by the City pursuant to this Agreement and the Code of Ordinances, as the same may be amended from time to time pursuant to this Agreement.

"***Property***" means that tract of land shown and depicted on the boundary survey attached hereto as **Exhibit "B"**.

"***Residential Unit***" means a single family detached home within the Property.

"Term" means the duration of this Agreement as set forth in Section 3 hereof.

3. **TERM**. The Developer represents and warrants that the Property consists of a total of not less than 25 acres and not more than 250 acres of "highland" within the meaning given that term by the Act. The term of this Agreement shall commence on the date on which this Agreement is executed by the City and the Developer and shall terminate on the date which

is Five (5) years from the date of execution. Notwithstanding such termination date, provided that the Developer is not in default (after being provided with notice and opportunity to cure as set forth below) of this Agreement, Developer has diligently pursued development of the Property, and the Project has not been completed, at the conclusion of the initial five-year term, the termination date of this Agreement shall automatically be extended for One (1) additional Five (5) year term. At the conclusion of the initial Five (5) year extension of the Term, provided that the Developer is not in default (after being provided with notice and opportunity to cure as set forth below) of this Agreement, Developer has diligently pursued development of the Property, and the Project has not been completed, at the conclusion of the initial five-year extension of the Term, the termination date of this Agreement shall automatically be extended for a second and final additional Five (5) year term. Notwithstanding the terms and provisions in this Section or elsewhere in this Agreement to the contrary, if a court of competent jurisdiction hereafter determines that the length of the Term, or the provision for extension of the Term set forth above, exceeds the maximum term allowed under the Act and if all applicable judicial appeal periods have expired without such determination being overturned, then the Term of this Agreement relative to all or specific affected portions of the Property shall be reduced to the maximum permissible term under the Act, as determined by a court of competent jurisdiction.

4. **DEVELOPMENT OF THE PROPERTY**. 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 the 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 a 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.

5. **CONVEYANCES OF PROPERTY AND ASSIGNMENT OF DEVELOPMENT RIGHTS AND OBLIGATIONS**. The City agrees with Developer, for itself and its successors and assigns, including successor Developer(s), as follows:

(A) **Conveyance of Property**. In accordance with the Act, the burdens of this Agreement shall be binding on, and the benefits of this Agreement shall inure to, all successors in interest and assigns of all parties hereto, except for Excluded Property, as such term is defined below. For the purposes of this Agreement, "***Excluded Property***" means property that is conveyed by the Developer to a third party and is: (i) a single-family residential lot for which a certificate of occupancy has been issued; (ii) a parcel for which certificates of occupancy have been issued and on which no additional residential structures can be built under local ordinances governing land development; (iii) any other type of lot for which a certificate of occupancy has been issued and which cannot be further subdivided into one or more unimproved lots or parcels under local ordinances governing land development; or (iv) a single-family residential lot which has been subdivided and platted and is not capable of further subdivision without the granting of a variance. Excluded Property shall at all times be subject to the Code of Ordinances of the City, and those incorporated in this Agreement. The conveyance by a Developer of Excluded Property shall not excuse that Developer from its obligation to provide infrastructure improvements within such Excluded Property in accordance with this Agreement.

(B) **Assignment of Development Rights and Obligations**. The Developer, or any subsequent developer, shall be entitled to assign and delegate the Development Rights and Obligations to a subsequent purchaser of all or any portion of the Property with the consent of the City, provided that such consent shall not be unreasonably withheld or delayed. The City understands that any such assignment or transfer by the Developer of the Development Rights and Obligations shall be non-recourse as to the assigning Developer. Upon the assignment or transfer by Developer of the Development Rights and Obligations, then the assigning Developer shall not have any responsibility or liability under this Agreement. For purposes of this Section 5, the following activities on the part of Developer shall not be deemed "development of the Property": (i) the filing of this Agreement, the Master Site Plan and the petitioning for or consenting to any amendment of this Agreement or the Code of Ordinances; (ii) the subdivision and conveyance of any portions of the Property to the City as contemplated under this Agreement; (iii) the subdivision and conveyance of the portion of the Property designated as "***Open Space***" on the Master Site Plan to any person or entity so long as the same shall be restricted in use to "open space"; (iv) the subdivision and conveyance of portions of the Property, not to exceed in the aggregate one (1) acre, more or less, provided that such conveyances shall be deed-restricted to single-family residential use; (v) the conveyance of easements and portions of the Property for public utility purposes; (vi) the conveyance of portions of the Property to public entities in the case of any road realignments or grants of road rights of way; (vii) the marketing of the Property as contemplated under this Agreement; and (viii) any other activity which would not be deemed "development" under the Act.

6. **DEVELOPMENT SCHEDULE**. The Property shall be developed in accordance with the development schedule, attached as **Exhibit "E"** (the "***Development Schedule***"). Developer shall keep the City informed of its progress with respect to the Development Schedule as a part of the required Compliance Review process set forth in Section 13 below. Pursuant to the Act, the failure of the Developer to meet the development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to any change in economic conditions, the occurrence of an act of God (including natural disasters), an act of war, an act of terrorism, civil disturbance, strikes, lockouts, fire, flood, hurricane, unavoidable casualties, a health crisis which results in a limitation on business activities in the City extending for a period of more than Thirty (30) days, or any other cause or causes beyond the reasonable control of the Developer (collectively "***Force Majeure***"), and the Developer's good faith efforts made to attain compliance with the development schedule. As further provided in the Act, if the Developer requests a modification of the dates set forth in the development agreement and is able to demonstrate that there is good cause to modify those dates, such modification shall not be unreasonably withheld or delayed by the City.

7. **EFFECT OF FUTURE LAWS**. Developer shall have vested rights to undertake development of any or all of the Property in accordance with the Code of Ordinances, as amended and in effect at the time of this Agreement, and the Land Development Regulations, as amended and in effect at the time of the Development Agreement, for the entirety of the Term. Future enactments of, or changes or amendments to the Code of Ordinances and the Land Development Regulations, which conflict with this Agreement shall apply to the Property only if permitted pursuant to the Act, and agreed to in writing by the Developer and the City. For the avoidance of doubt, the parties specifically acknowledge that the applicable Land Development

Regulations are those in effect as of the effective date of that certain Development Agreement for Bahama Island Phase II, dated August 31, 2023 and recorded September 22, 2023 in Deed Book 4726 at Page 494, and re-recorded September 27, 2023 in Deed Book 4728 at Page 1806.

The parties specifically acknowledge that building moratoria or permit allocations enacted by the City during the Term of this Agreement or any adequate public facilities ordinance as may be adopted by the City shall not apply to the Property except as may be allowed by the Act or otherwise agreed to in writing by the Developer and the City.

The parties specifically acknowledge that this Agreement shall not prohibit the application of any present or future building, housing, electrical, plumbing, gas or other standard codes, of any tax or fee of general application throughout the City, including but not limited to development impact fees and stormwater utility fees, provided such fees are applied consistently and in the same manner to all single family properties within the City limits, or of any law or ordinance of general application throughout the City found by the City Council to be necessary to protect the health, safety and welfare of the citizens of the City. Notwithstanding the above, the City may apply subsequently enacted laws to the Property only in accordance with the Act and this Agreement.

8. **INFRASTRUCTURE AND SERVICES**. The City and Developer recognize that the majority of the direct costs associated with the development of the Property will be borne by the Developer. Subject to the conditions set forth herein, the parties make specific note of and acknowledge the following:

Notwithstanding the provisions referenced above, nothing in this Agreement shall preclude the City and Developer from entering into a separate utility agreement for cost-sharing of water transmission systems or sewer transmission systems when such agreement may be of mutual benefit to both parties. Nothing herein shall be construed as precluding the City from providing potable water to its residents in accordance with applicable provisions of laws. Additionally, the Property shall be subject to all current water capacity fee/hookup charges and sewer connection/capacity fees imposed by the City or Grand Strand Water & Sewer Authority, as applicable.

(A) **Public Roads**. All roads within the Project serving the Residential Units shall be private roads, provided, however, that, in accordance with the Master Site Plan, the Developer will extend Bowline Boulevard, a 66' public right-of-way, along the Northwestern boundary of the Project. Private driveways and alleys may be allowed in limited circumstances, provided such driveways and alleys are constructed to City standards, are approved by the City Planning Commission as part of the subdivision plat approval process, and will be owned and maintained by a private Owners Association.

(B) **Storm Drainage System**. All stormwater runoff, drainage, retention and treatment improvements within the Property shall be designed 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 will not be accepted or maintained by the City. 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.

(C) **Solid Waste and Recycling Collection**. 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 within 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.

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

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

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

(G) **School 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 it be homebuilder or another assignee of Developer, who actually initiates the building permit shall be responsible for paying all impact fees levied by the School District for each residential unit constructed prior to the issuance of a certificate of occupancy.

(H) **Private Utility Services**. Private utility services, including electric, natural gas, and telecommunication services (including telephone, cable television, and internet/broadband) shall be provided to the site by the appropriate private utility providers based upon designated service areas. All utilities on the Property shall be located underground, and shall be placed in locations approved by the City so as to reduce or eliminate potential conflicts within utility rights-of-way.

(I) **Streetlights**. Developer shall install or cause to be installed streetlights within the Project. The monthly cost for each streetlight, including additional charges associated with an enhancement street light fixture, if any, shall be borne by the Developer and/or Owners Association.

(J) **No Donation of Acreage for Sewer Plant Expansion**. The City shall not require, mandate or demand that, or condition approval(s) upon a requirement that the Developer donate, use, dedicate or sell to the City or any other party for public purposes any portion of the Property or any other property owned by the Developer or any affiliate of the Developer for sewer plant expansion by the City.

(K) **No Required Donations for Civic Purposes**. The City shall not require, mandate or demand that, or condition approval(s) upon a requirement that, the Developer donate, use, dedicate or sell to the City or any other party for public purposes any portions of the Property or any other property owned by the Developer (or any of the entities or parties comprising the Developer) or any affiliate of the Developer.

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

(M) **Ponds and Lakes**. As an obligation, Developer shall install pond(s) or lake(s) as shown 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 the Developer or conveyed to an Owners Association for on-going maintenance following completion of the Project.

9. **IMPACT FEES**. The Property shall be subject to all development impact fees imposed by the City at the time of this Agreement, or following the date of this Agreement, provided such fees are applied consistently and in the same manner to all similarly-situated property within the City limits. All such impact fees shall not be due and payable until an application of any person or entity for a building permit for the vertical development of any subdivided lot or portion of the Property. In particular, the Developer agrees that it shall not seek any exemptions for any portions of the Property from any current development impact fees (so long as such development impact fees are applied consistently and in the same manner to all similarly-situated property within the City limits) for any reason.

10. **ADDITIONAL FEES, OBLIGATIONS AND PUBLIC BENEFITS**. The Developer, and its respective successors and assigns agree that the then current owner of the Property or any portion thereof, shall pay to the City, the enhancement fees, as set forth below (collectively the "***Enhancement Fees***"). Developer further agrees that the Enhancement Fees shall be subject to an annual increase, beginning on January 1, 2024, in an amount equal to the lesser of (i) the increase in the Consumer Price Index, published by the U.S. Bureau of Labor Statistics ("***CPI***") between the beginning and end of the most recent calendar year; or (ii) Two (2%) percent per annum, which increase is intended to ensure that the Enhancement Fees continue to reflect the City's on-going increases in the costs of services provided. Developer will provide the Enhancements Fees, together any additional public benefits, as follows:

(A) **Park Enhancement Fee**. As a public benefit, for the Property, the Developer or the then current owner, shall pay to the City, as to each Residential Unit within the Property, a park enhancement fee (the "***Park Enhancement Fee***") in an amount equal to $400 for each Residential Unit, which Park Enhancement Fee will be paid at the time of application for a building permit for each such Residential Unit.

(B) **Beachfront Parking Enhancement Fee**. As a public benefit, for the Property, the Developer, or the then current owner, shall pay to the City, as to each 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, which Beachfront Parking Enhancement Fee will be paid at the time of application for a building permit for each such Residential Unit.

(C) **Public Safety Enhancement Fee**. As a public benefit, for the Property, the Developer, or the then current owner, shall pay to the City, as to each Residential Unit within the Property, a public safety enhancement fee (the "***Public Safety Enhancement Fee***") in any amount equal to $3,600 for each Residential Unit within the Property, which Public Safety Enhancement Fee will be paid at the time of application for a building permit for each such Residential Unit.

(D) **Uses and Density**. As a public benefit, Development of the Property shall be determined in accordance with the Code of Ordinances, as the same may be amended from time to time pursuant to this Agreement, provided that the Property and the applicable approved Master Plan shall provide for not more than 137 total Residential Units, at a maximum height not to exceed 35 feet.

(E) **Off-Site Road Improvements**. As an obligation, the City and Developer acknowledge that Developer shall make certain off-site improvements to the intersection of Old Crane Road and Bowline Boulevard, which will include intersection improvements to widen the inbound and outbound lanes onto Old Crane Road, and Three (3) separate entrances to the Project from Bowline Boulevard. In addition, Developer shall improve that portion of C. Versi Road lying within the corporate boundaries of the City, from Bowline Boulevard Northwestwardly to the boundary of the City limits. The improvements to Old Crane Road, Bowline Boulevard and C. Versi Road, respectively, shall be in accordance with the applicable standards of South Carolina Department of Highways, Horry County and the City, as such jurisdiction is applicable, and following such improvements and acceptance by the applicable governmental entity, Bowline Boulevard shall be deemed to have been completed in accordance with the terms of this Agreement. The proposed public roadway improvements are shown on **Exhibit "D"** (the "***Roadway Improvement Exhibit***"). The Off-Site Road Improvements described above, shall be complete prior to the date on which Developer has applied for the Fortieth (40^{th}) building permit for a Residential Unit within the Property. The costs of platting, dedicating, conveying and recording such public roadway, shall be the sole expense of Developer.

(F) **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. Upon final inspection by the City, the Developer shall provide a warranty period for all public roads dedicated to the City within the Project, pursuant to the City's Street Acceptance Policy in effect at the time of this Agreement.

Notwithstanding any provision herein to the contrary, this Agreement does not obligate the City to expend any funds of the City or borrow any sums in connection with improvements to the roads subject to this Section 10.F.

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

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

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

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

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

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

(I) **General Maintenance and Mowing**. As an obligation, Developer must maintain the Property consistent with the Code of Ordinances of the City, provided that, at a minimum, Developer will mow the undeveloped Property no less than Eight (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.

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

(K) **On-Site Amenity**. As an obligation, Developer recognizes that on-site amenities within the Project reduce the demand on the recreational services that must otherwise be provided by the City, and therefore Developer agrees that the on-site amenities for the Project will include (i) a swimming pool of not less than 2,500 square feet in size to accommodate the residents of the Project, together with not less than 3,500 square feet in pool deck, with a clubhouse and restrooms; and (ii) that such swimming pool, clubhouse and restrooms will be commenced on or before the date on which the 60th building permit for Residential Units within the Project is issued, and such swimming pool, clubhouse and restrooms will be completed and a certificate of occupancy issued prior to the date on which the 75th building permit for Residential Units within the Project is issued.

(L) **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 having an average width of not less than Twenty (20) feet. Developer will convey all Jurisdictional and Non-Jurisdictional Waters of the State of South Carolina and the United States located within the Project to the Owner's Association for maintenance and operation not later than the date on which the Project is complete.

(M) **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.

(N) **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 "F"** attached hereto (the "***Approved Elements***").

(O) **Drainage Canal Maintenance**. As an obligation, Developer agrees that the existing drainage canal located along the Western property line of the Property, and extending beyond the property line of the Property, shall be improved, stabilized, and maintained by Developer, or an Owners Association, including the reservation of necessary access, drainage, and maintenance easements, not less than Twenty Five (25) feet in width as measured from the top bank of the drainage canal, and continuing along such drainage canal, as shown **Exhibit "G"**.

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

(Q) **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.

11. **PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE**. The City and Developer recognize that development can have negative as well as positive impacts. Specifically, the City considers the protection of the natural environment and nearby waters, and the preservation of the character and unique identity of the City, to be important goals. Developer shares this commitment and therefore agrees to abide by all provisions of federal, state and local laws and regulations for the handling of storm water.

12. **COMPLIANCE REVIEWS**. Developer, or its assigns, shall meet with the City, or its designee, at least once per year during the Term to review development completed in the prior year and the development anticipated to be commenced or completed in the ensuing year as compared to the Development Schedule. The City shall provide written notice to the

Developer of the date for such compliance review not less than Five (5) business days in advance, provided such notice shall not be applicable to standard reviews and inspections otherwise performed by the City as to the improvement of the Property. The Developer must demonstrate good faith compliance with the terms of this Agreement. The Developer, or its designee, shall be required to provide such information as may reasonably be requested by the City. The Development Schedule attached to this Agreement is only a projection, and Developer's obligation at each respective Compliance Review shall be to reconcile the projected Development Schedule attached to this Agreement with the actual schedule of development for the Project at each respective Compliance Review. Failure to meet the Development Schedule attached to this Agreement shall not constitute a default hereunder.

13. **DEFAULTS**. Notwithstanding the provisions of Section 6 above, Developer shall continuously and diligently proceed with Development Work on the Property. Developer's failure to proceed with Development Work on the Property for a period of more than Six (6) months, other than as a result of Force Majeure, as defined in Section 6 above, shall constitute a default hereunder on the part of Developer. In the event of a default, the City shall provide written notice to Developer of such default, and Developer shall have a period of Thirty (30) days in which to cure a default by commencement of Development Work with regards to the next portion of the Property to be developed in accordance with phasing plan of the Project. The failure of the Developer to comply with the terms of this Agreement shall constitute a default, entitling the City to pursue such remedies as deemed appropriate, including withholding the issuance of building or other permits in accordance with the provisions of this Agreement, issuing a stop-work order for the Project, specific performance and the termination or modification of this Agreement in accordance with the Act; provided however no termination of this Agreement may be declared by the City absent its according the Developer the notice and opportunity to cure in accordance with the Act. Upon the occurrence of a default hereunder by the Developer, should the City be required to employ attorneys or incur other expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the City shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the fees of such attorneys and such other reasonable expenses so incurred.

14. **MODIFICATION OF AGREEMENT**. This Agreement may be modified or amended only by the written agreement of the City and the Developer. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced except as otherwise provided in the Act.

15. **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. The Developer covenants and agrees to include the applicability of the Restrictive Covenants in any sales and marketing materials or other disclosures provided to third-

party purchasers, or to otherwise notify third-party purchasers of the Restrictive Covenants, and the Developer shall certify to the City that it has done so in writing prior to the sale of any Residential Unit to a third-party purchaser. 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. Prior to the execution of the CCRs, copies of the CCRs shall be sent to the City for review and written approval that the Restrictive Covenants are included and adequately covered in the CCRs to the City's reasonable satisfaction. Provided, however, if there is a need to enforce any of the Restrictive Covenants set forth in the CCRs, it is up to the administrator of the CCRs, whether an Owners Association or not, to enforce such Restrictive Covenants. The City may, but is not required to, enforce the Restrictive Covenants set forth in the CCRs.

16. **NOTICES**. Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the City shall be addressed to the City at:

City of North Myrtle Beach
1018 2nd Avenue South
North Myrtle Beach, SC 29582
Attention: City Manager

With a copy to:
Franklin G. Daniels, Esq.
Maynard Nexsen PC
1101 Johnson Avenue, Suite 300
Myrtle Beach, SC 29577

With a copy to:
City of North Myrtle Beach
1018 2nd Avenue South
North Myrtle Beach, SC 29582
Attention: City Attorney

To the Owners at:
SW INT 90 HOLDCO, LLC Et Al
_____
_____
Attention: Joseph Landau

To the Developer at: PULTE HOME COMPANY, LLC

_____

_____

Attn: Division President

With a copy to: Robert S. Guyton, Esq.
Robert S. Guyton, P.C.
4605 B Oleander Drive, Suite 202
Myrtle Beach, SC 29577

17. **GENERAL**.

(A) **Subsequent Laws**. In the event state or federal laws or regulations are enacted after the execution of this Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement ("***New Laws***"), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by Developer and the City shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the City may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement.

(B) **Estoppel Certificate**. The City or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing, within Thirty (30) days of such written notice, that this Agreement is in full force and effect, that this Agreement has not been amended or modified, or if so amended, identifying the amendments, whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

(C) **Entire Agreement**. This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings between the City and the Developer relative to the Property and its development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

(D) **No Partnership or Joint Venture**. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the City or any Developer or to render such party liable in any manner for the debts or obligations of another party.

(E) **Exhibits**. All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

(F) **Construction**. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

(G) **Transfer of Title**. Transfers of title to the Property, in whole or in part, may be made, at any time and to any person or entity, without the consent of the City.

(H) **Binding Effect**. The parties hereto agree that this Agreement shall be binding upon their respective successors and/or assigns.

(I) **Governing Law**. This Agreement shall be governed by the laws of the State of South Carolina, and the parties further agree that venue shall be proper, without regards to any conflict of law principals, in a court of competent jurisdiction in Horry County, or such other jurisdiction in South Carolina as is appropriate and necessary under the circumstances.

(J) **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterpart shall constitute but one and the same instrument.

(K) **Eminent Domain**. Nothing contained in this Agreement shall limit, impair or restrict the City's right and power of eminent domain under the laws of the State of South Carolina.

(L) **No Third Party Beneficiaries**. The provisions of this Agreement may be enforced only by the City and the Developer. No other persons shall have any rights hereunder, unless specified in this Agreement.

(M) **Release of Developer**. Subject to Section 5.B, in the event of conveyance of all or a portion of the Property, the Developer shall be released from any obligations and liabilities with respect to this Agreement as to the portion of Property so transferred, and the transferee shall be substituted as the Developer under the Agreement as to the portion of the Property so transferred; provided, however, the transferee(s) of the one acre contemplated for subdivision and conveyance under Section 5.B shall not be deemed to succeed to any Development Rights and Obligation of Developer under this Agreement.

18. **DESCRIPTION OF LOCAL DEVELOPMENT PERMITS NEEDED**. The development of the Property shall be pursuant to this Agreement, the Land Development Regulations, and Code of Ordinances, as amended; provided, however, in the event of any conflict between this Agreement and the Land Development Regulations, and/or the Code of Ordinances, the provisions of this Agreement shall control. Necessary permits include, but may not be limited to, the following: building permits, zoning compliance permits, sign permits (permanent and temporary), temporary use permits, accessory use permits, driveway/encroachment/curb cut permits, clearing/grading permits, and land disturbance

permits. Notwithstanding the foregoing, the City acknowledges that City Planning and Zoning Director or the City Planning Commission approval of plats will be given if any such plats are materially consistent with the site plan of the Project shown on the Master Site Plan, subject to any Master Site Plan Revisions. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions. It is expressly understood and acknowledged by all parties to this Agreement that any portions of the Property donated or sold by any Developer to the City shall not be subject to any private declaration of restrictions or property owners association(s) created by any Developer for any subsequent subdivision of the Property.

19. **STATEMENT OF REQUIRED PROVISIONS**. In compliance with Section 6-31-60(A) of the Act, the Developer represents that this Agreement includes all of the specific mandatory provisions required by the Act, addressed elsewhere in this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

WITNESS:

_____

Name: _____

_____

Name: _____

OWNER:

SW INT 90 HOLDCO, LLC, a South Carolina limited liability company

By: _____

Name: _____

Title: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by _____, as _____ of SW INT 90 HOLDCO, LLC, a South Carolina limited liability company. He or she personally appeared before me and is personally known to me.

_____
Notary Public
My Commission Expires: _____

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

WITNESS:

_____

Name: _____

_____

Name: _____

OWNER:

SW INT 90 HOLDCO II, LLC, a South Carolina limited liability company

By: _____

Name: _____

Title: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, as _____ of SW INT 90 HOLDCO II, LLC, a South Carolina limited liability company. He or she personally appeared before me and is personally known to me.

_____
Notary Public
My Commission Expires: _____

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

WITNESS:

_____

Name: _____

_____

Name: _____

OWNER:

MYRTLE BECH ZDGROUP, LLC, a South Carolina limited liability company

By: _____

Name: _____

Title: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, as _____ of MYRTLE BEACH ZDGROUP, LLC, a South Carolina limited liability company. He or she personally appeared before me and is personally known to me.

_____
Notary Public
My Commission Expires: _____

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

WITNESS:

_____

Name: _____

_____

Name: _____

OWNER:

SW INT 90 HOLDCO III, LLC, a South Carolina limited liability company

By: _____

Name: _____

Title: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, as _____ of SW INT 90 HOLDCO III, LLC, a South Carolina limited liability company. He or she personally appeared before me and is personally known to me.

_____
Notary Public
My Commission Expires: _____

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

WITNESS:

_____

Name: _____

_____

Name: _____

OWNER:

SW INT 90 HOLDCO IV, LLC, a South Carolina limited liability company

By: _____

Name: _____

Title: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, as _____ of SW INT 90 HOLDCO IV, LLC, a South Carolina limited liability company. He or she personally appeared before me and is personally known to me.

_____
Notary Public
My Commission Expires: _____

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

WITNESS:

_____

Name: _____

_____

Name: _____

DEVELOPER:

PULTE HOME COMPANY, LLC, a Michigan limited liability company

By: _____

Name: _____

Title: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, as _____ of PULTE HOME COMPANY, LLC, a Michigan limited liability company. He or she personally appeared before me and is personally known to me.

_____
Notary Public
My Commission Expires: _____

[CITY SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

WITNESS:

_____

Name: _____

_____

Name: _____

CITY:

CITY OF NORTH MYRTLE BEACH

By: _____

Name: _____

Title: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, as _____ of the CITY OF NORTH MYRTLE BEACH. He or she personally appeared before me and is personally known to me.

_____
Notary Public
My Commission Expires: _____

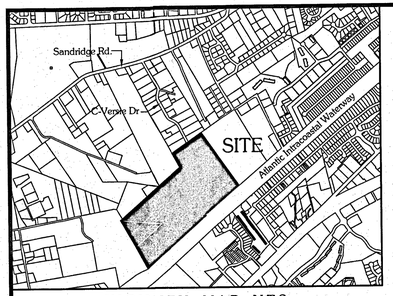
EXHIBIT "A"

South Carolina Local Government Development Agreement
Act as Codified in Sections 6-31-10 through 6-31-160
of the Code of Laws of South Carolina (1976), as amended

[TO BE ATTACHED]

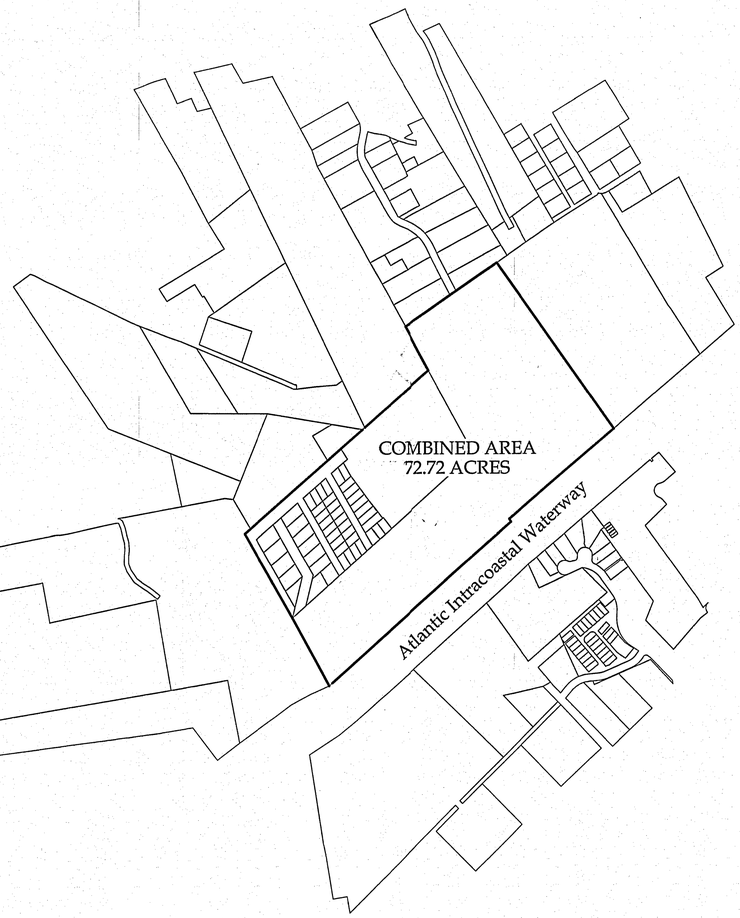
EXHIBIT "B"

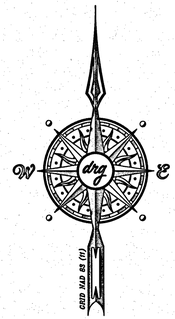
Boundary Survey of Property



~VICINITY MAP N.T.S.~

COMBINATION PLAT
FOR BAHAMA ISLAND
NORTH MYRTLE BEACH, HORRY COUNTY, SOUTH CAROLINA
PREPARED FOR:
SW INT 90 HOLDCO II LLC





NOTES:

1. Tax Parcel: PIN: 350-00-00-0083
   TMS: 130-00-08-058
   Owner of Record: SW INT 90 HOLDCO II LLC
   2071 Flatbush Ave. #22
   Brooklyn, NY 11234
   Last property transfer Deed Book 4551, Page 203.
   Total Acreage Parcel (51.05)

2. Tax Parcel: PIN: 350-00-00-0086 / TMS: 130-00-08-074
   Inclusive of Ocean Harbor Estates
   Owner of Record: SW INT 90 HOLDCO III LLC
   776 Wintercreeper Drive
   Longs, SC 29568
   Last property transfer Deed Book 4606, Page 2298.
   Total Acreage Parcel (22.36)

3. This property appears to be located in Flood Zone "X" , "X (other)", "AE (EL10)" According to FEMA flood zones per F.I.R.M. 45051C 606 & 608 K, dated Dec. 16th, 2021.Any Flood zone lines shown hereon are based on provided data. This plat is not the basis for flood zone determination or flood zone related issues.
4. Declaration is made to original purchaser of the survey. It is not transferable to additional institutions or subsequent owners.
5. This survey is only valid if print of same has original signature and embossed seal of the surveyor.
6. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
7. Subsurface and environmental conditions were not examined or considered as a part of this survey. No statement is made concerning the existence of underground or overhead containers or facilities that may affect the use or development of this tract.
8. This property is subject to all easements or restrictions of record.
9. 1/2" Iron Pipes Set at all corners unless noted otherwise.
10. All Bearings are based upon the South Carolina State Plane Coordinate System (NAD83)(2011). All distances shown are Horizontal not grid distances.
11. Date of Field Survey: January, 2024
12. 66 ft. Proposed Future Roadway To Be Conveyed to The City of North Myrtle Beach as shown on Plat Entitled "Final Plat of a Recombination Survey" prepared for The City of North Myrtle Beach, Ship Ahoa Marina & Canal Land & Timber, LLC by Courtney & Hayes Land Surveying, LLC dated June 29th, 2006 and Recorded at the Horry County Register of Deeds in P.B. 215 Pg. 100 & 100A. Right of Way has not been conveyed or improved at time of survey.

REFERENCES:

1. Plat by Pee Dee Land Surveying, LLC recorded at The Horry County Register of Deeds, South Carolina in Plat Book 277 Page 237.
2. Plat by Atlantic Land Surveying Co. recorded at The Horry County Register of Deeds, South Carolina in Plat Book 190 Page 61.
3. Plat by Courtney & Hayes Land Surveying, LLC recorded at The Horry County Register of Deeds, South Carolina in Plat Book 215 Page 100 & 100A.
4. Plat by Beasley Land Surveying, Inc. recorded at The Horry County Register of Deeds, South Carolina in Plat Book 199 Page 224.
5. Plat by Russ Courtney & Associates Land Surveying recorded at The Horry County Register of Deeds, South Carolina in Plat Book 207 Page 30.

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 plat with my(our) free consent and that I(we) hereby dedicate all items as specifically shown or indicated on said plat.

SW INT 90 HOLDCO II LLC Signed — Date 5/22/24
(Authorized Representative)

SW INT 90 HOLDCO III LLC Signed — Date 5 22 24
(Authorized Representative)

LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD
ZONE AE Base flood elevation determined.

(OTHER) FLOOD AREAS
ZONE X Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees form 1% annual chance flood.

OTHER AREAS
ZONE X Areas determined to be outside 500-year floodplain.

Plat BK: 322 PG: 218
Doctype: 061, 09/03/2024 at 01:52:37 PM, 1 OF 2
Marion D. Foxworth III, Horry County, SC Registrar of Deeds

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C1	64.47'	42.00'	87° 57' 13"	S 13° 05' 12" W 58.33'

LEGEND

Sewer Manhole (SSMH)	Iron Pipe Found (IPF)
Sewer Cleanout (SCO)	Iron Rebar Found (IRF)
Water Meter (WM)	Iron Pipe Set (IPS)
Fire Hydrant (FH)	Guy Anchore (GA)
Water Valve (WV)	Asphalt
Sewer Valve (SV)	Horry County Supplemental Area
Gas Valve (GV)	Overhead Power
Power Pole (PP)	Drainage Pipe
Curb Inlet	Floodplain Boundary
	(E.O.P.) Edge of Pavement
	(P.L.T.B.A.) Property Line To Be Abandoned

EXEMPT FROM REVIEW
This plat qualifies as an exempt subdivision per 6-29-1110(4) of the Code of Laws of South Carolina, and is being accepted for information purposes only by the City of North Myrtle Beach. No representation is made that the resulting parcels and/or existing structures conform with city ordinances, and no guarantee is made that the parcels can be developed.
Property remains subject to all easements of record, whether shown or not
ADMINISTRATIVE OFFICIAL — DATE 5/31/2024
APPROVED FOR RECORDING
CITY OF NORTH MYRTLE BEACH

This plat qualifies as an exempt subdivision per 6-29-1110(4) of the Code of Laws of South Carolina and is being provided to the City of North Myrtle Beach for informational purposes only and is exempt from review.

SPACE RESERVED FOR PLANNING APPROVAL ONLY

It is hereby certified that this plat is true and correct to the accuracy required in North Myrtle Beach Subdivision Regulations.

"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; also there are no visible encroachments or projections other than shown."

Michael D. Oliver, P.L.S. No. 13520
as agent

drg
Development Resource Group, LLC
4703 Oleander Drive
Myrtle Beach, SC 29577
Telephone: 843-839-3350
www.drgpllc.com

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION
DEVELOPMENT RESOURCE GROUP LLC No. 006089

JOB No. 22.108
DATE: 04-04-2024
DRAWN BY: D.M.P.
CHECKED BY: M.D.O.
SCALE: N.T.S.
FILE: P:/22.108/SURVEY

COMBINATION PLAT
COVER PAGE

SOUTH CAROLINA PROFESSIONAL No. 13520 LAND SURVEYOR MICHAEL DEAN OLIVER

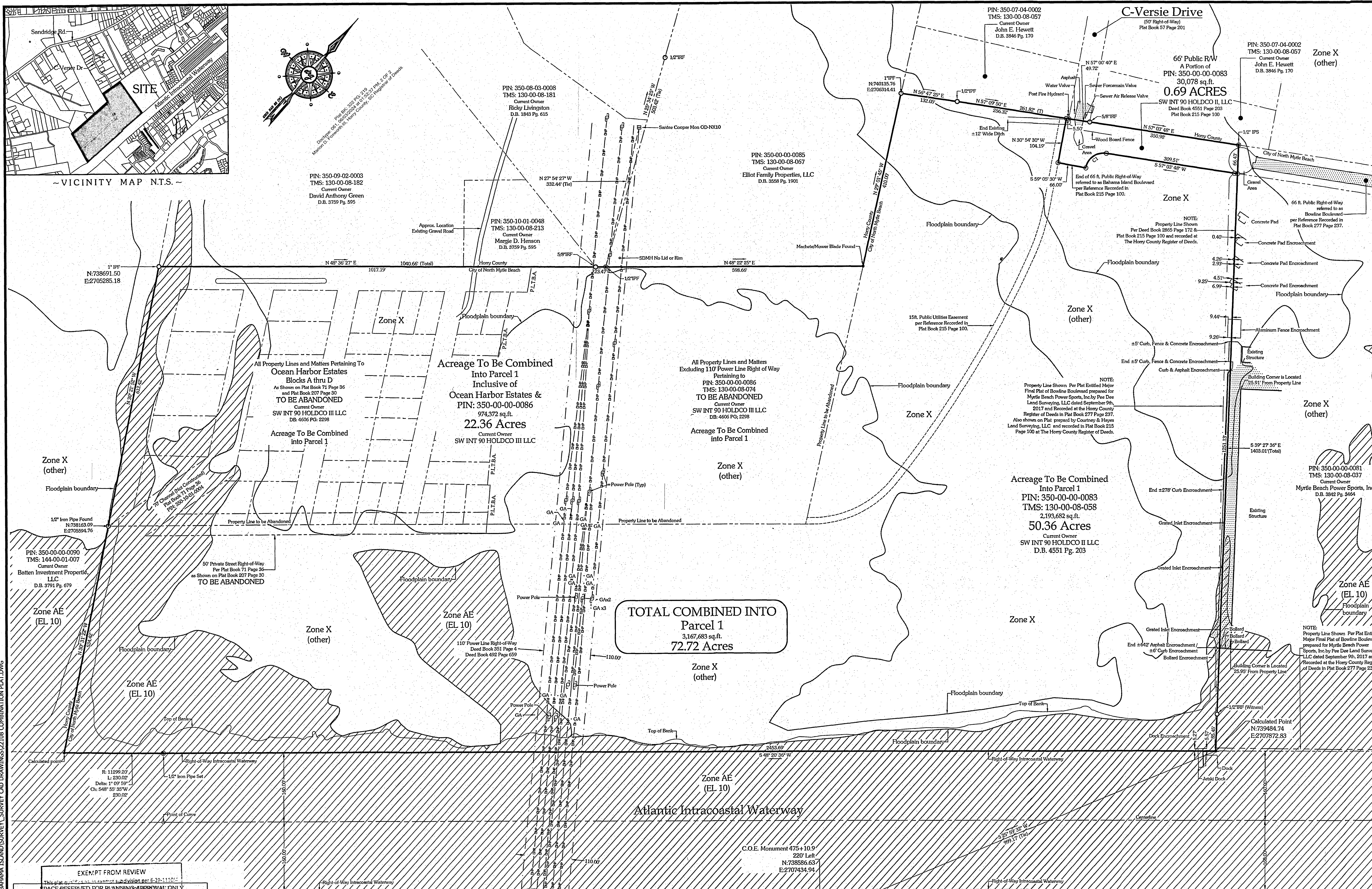
mike@drgpllc.com

DATE

BOUNDARY SURVEY

EXHIBIT B
1 OF 2

DWG NAME: P:\22108 - ZD GROUP - BAHAMA ISLAND\SURVEY_SURVEY CAD DRAWINGS\22108 COMBINATION PLAT.DWG



~VICINITY MAP N.T.S.~
Sandridge Rd.
C-Versie Dr
SITE
Atlantic Intracoastal Waterway
C-Versie Drive
(50' Right-of-Way)
Plat Book 57 Page 201
PIN: 350-07-04-0002
TMS: 130-00-08-057
Current Owner
John E. Hewett
D.B. 3846 Pg. 170
66' Public R/W
A Portion of
PIN: 350-00-00-0083
30,078 sq.ft.
0.69 ACRES
SW INT 90 HOLDCO II, LLC
Deed Book 4551 Page 203
Plat Book 215 Page 100
Zone X
(other)
PIN: 350-08-03-0008
TMS: 130-00-08-181
Current Owner
Ricky Livingston
D.B. 1843 Pg. 615
PIN: 350-09-02-0003
TMS: 130-00-08-182
Current Owner
David Anthony Green
D.B. 3759 Pg. 595
PIN: 350-10-01-0048
TMS: 130-00-08-213
Current Owner
Margie D. Henson
D.B. 3759 Pg. 595
PIN: 350-00-00-0085
TMS: 130-00-08-057
Current Owner
Elliot Family Properties, LLC
D.B. 3558 Pg. 1901
Santee Cooper Mon OD-NX10
SDMH No Lid or Rim
Approx. Location
Existing Gravel Road
1" IPF
N:738691.50
E:2705285.18
N 48°36'27" E
1040.66' (Total)
1017.19'
N 48°22'25" E
598.66'
N 27°54'27" W
332.44' (Tie)
Horry County
City of North Myrtle Beach
All Property Lines and Matters Pertaining To
Ocean Harbor Estates
Blocks A thru D
As Shown on Plat Book 71 Page 36
and Plat Book 207 Page 30
TO BE ABANDONED
Current Owner
SW INT 90 HOLDCO III LLC
DB: 4606 PG: 2298
Acreage To Be Combined
into Parcel 1
Acreage To Be Combined
Into Parcel 1
Inclusive of
Ocean Harbor Estates &
PIN: 350-00-00-0086
974,372 sq.ft.
22.36 Acres
Current Owner
SW INT 90 HOLDCO III LLC
All Property Lines and Matters
Excluding 110' Power Line Right of Way
Pertaining to
PIN: 350-00-00-0086
TMS: 130-00-08-074
TO BE ABANDONED
Current Owner
SW INT 90 HOLDCO III LLC
DB: 4606 PG: 2298
Acreage To Be Combined
Into Parcel 1
Property Line to be Abandoned
Floodplain boundary
15ft. Public Utilities Easement
per Reference Recorded in
Plat Book 215 Page 100.
NOTE:
Property Line Shown
Per Deed Book 2865 Page 172 &
Plat Book 215 Page 100 and recorded at
The Horry County Register of Deeds.
NOTE:
Property Line Shown Per Plat Entitled Major
Final Plat of Bowline Boulevard prepared for
Myrtle Beach Power Sports, Inc.by Pee Dee
Land Surveying, LLC dated September 9th,
2017 and Recorded at the Horry County
Register of Deeds in Plat Book 277 Page 237.
Also shown on Plat prepared by Courtney & Hayes
Land Surveying, LLC and recorded in Plat Book 215
Page 100 at The Horry County Register of Deeds.
66 ft. Public Right-of-Way
referred to as
Bowline Boulevard
per Reference Recorded in
Plat Book 277 Page 237.
End of 66 ft. Public Right-of-Way
referred to as Bahama Island Boulevard
per Reference Recorded in
Plat Book 215 Page 100.
Acreage To Be Combined
Into Parcel 1
PIN: 350-00-00-0083
TMS: 130-00-08-058
2,193,682 sq.ft.
50.36 Acres
Current Owner
SW INT 90 HOLDCO II LLC
D.B. 4551 Pg. 203
PIN: 350-00-00-0081
TMS: 130-00-08-037
Current Owner
Myrtle Beach Power Sports, Inc.
D.B. 3842 Pg. 3464
S 39°27'36" E
1403.01'(Total)
PIN: 350-00-00-0090
TMS: 144-00-01-007
Current Owner
Batten Investment Properties, LLC
D.B. 3791 Pg. 679
50' Private Street Right-of-Way
Per Plat Book 71 Page 36
as Shown on Plat Book 207 Page 30
TO BE ABANDONED
1/2" Iron Pipe Found
N:738163.09
E:2705594.76
Zone AE
(EL 10)
TOTAL COMBINED INTO
Parcel 1
3,167,683 sq.ft.
72.72 Acres
110' Power Line Right-of-Way
Deed Book 351 Page 4
Deed Book 492 Page 659
NOTE:
Property Line Shown Per Plat Entitled
Major Final Plat of Bowline Boulevard
prepared for Myrtle Beach Power
Sports, Inc.by Pee Dee Land Surveying,
LLC dated September 9th, 2017 and
Recorded at the Horry County Register
of Deeds in Plat Book 277 Page 237.
Calculated Point
N:739484.74
E:2707872.83
Top of Bank
2453.69'
S 48°20'36" W
R: 11299.20'
L: 230.02'
Delta: 1°09'59"
Ch: S48°55'35"W
230.02'
Point of Curve
Right-of-Way Intracoastal Waterway
Atlantic Intracoastal Waterway
C.O.E. Monument 475+10.9
220' Left
N:738586.63
E:2707434.94
Centerline
160.00'
GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

EXEMPT FROM REVIEW

This plat qualifies as an exempt subdivision per 6-29-1110(...

SPACE RESERVED FOR PLANNING APPROVAL ONLY

for information purposes only by the City of North Myrtle Beach. No representation ... that the resulting parcels ... and/or existing structures ... with city ordinances, and no guarantee is ... the parcels can be developed.

Property remains subject to all easements of record, ... shown or not

5/31/2024

ADMIN... OFFICIAL DATE

APPROVED FOR RECORDING

CITY OF NORTH MYRTLE BEACH

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 plat with my(our) free consent and that I(we) hereby dedicate all items as specifically shown or indicated on said plat.

SW INT 90 HOLDCO II LLC Signed Joseph Lerahr Date 5 22 24
(Authorized Representative)

SW INT 90 HOLDCO III LLC Signed Joseph Lerahr Date 5 22 24
(Authorized Representative)

It is hereby certified that this plat is true and correct to the accuracy required in North Myrtle Beach Subdivision Regulations.

"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; also there are no visible encroachments or projections other than shown."

Michael D. Oliver, P.L.S. No. 13520
as agent

drg
Development Resource Group, LLC
4703 Oleander Drive
Myrtle Beach, SC 29577
Telephone: 843-839-3350
www.drgpllc.com

SOUTH CAROLINA DEVELOPMENT RESOURCE GROUP LLC No. 006089 CERTIFICATE OF AUTHORIZATION

JOB No. 22.108
DATE: 04-04-2024
DRAWN BY: D.M.P.
CHECKED BY: M.D.O.
SCALE: 1" = 100'
FILE: P:/22.108/SURVEY

COMBINATION PLAT
FOR BAHAMA ISLAND
NORTH MYRTLE BEACH, HORRY COUNTY, SOUTH CAROLINA
PREPARED FOR:
SW INT 90 HOLDCO II LLC

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR MICHAEL DEAN OLIVER No. 13520

mike@drgpllc.com

DATE

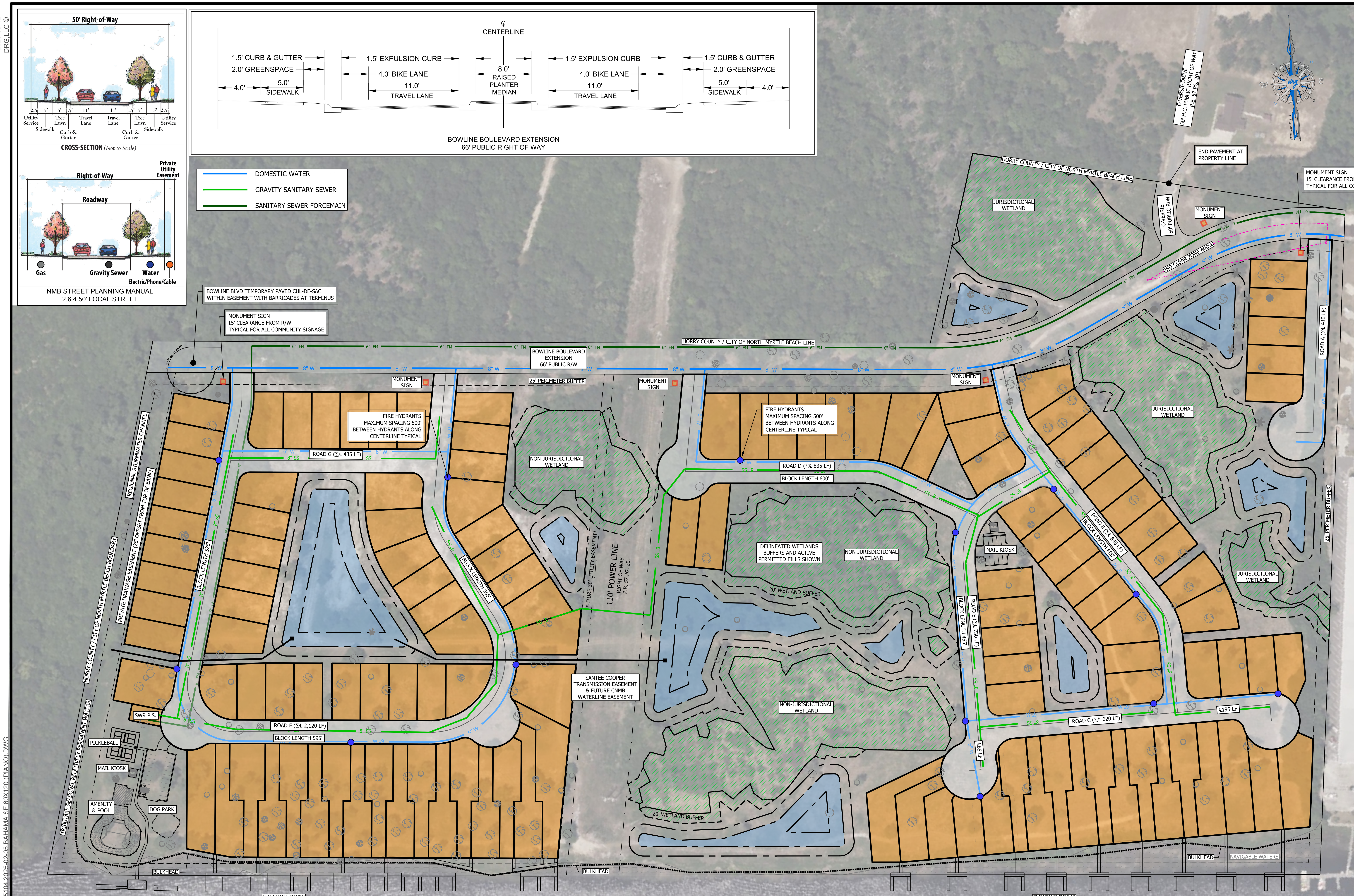
BOUNDARY SURVEY

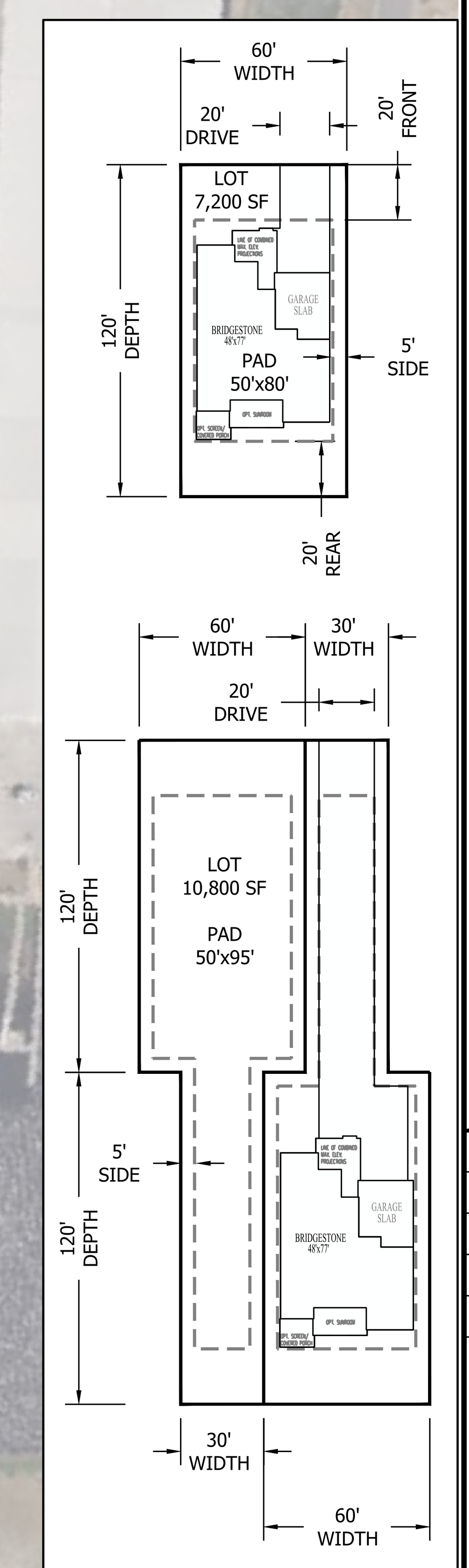
EXHIBIT B
2 OF 2

DWG NAME: P:\22108 - ZD GROUP - BAHAMA ISLAND\SURVEY\1_SURVEY CAD DRAWINGS\22108 COMBINATION PLAT.DWG

EXHIBIT "C"

Master Site Plan





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

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

BAHAMA ISLAND PROJECT DATA

TOTAL AREA	73.0± ACRES
WETLANDS	9.1± ACRES
WETLAND BUFFERS	2.5± acres
NAVIGABLE WATERS	1.7± ACRES
TRANSMISSION EASEMENT	2.6± ACRES
REGIONAL SWR CHANNEL	1.5± ACRES
UPLANDS	55.6± ACRES
(EXCLUDING TRANSMISSION ESMT, WETLANDS, BUFFERS, WATERS)	
PUBLIC R/W (BOWLINE)	4.1 ± ACRES
PUBLIC R/W (INTERNAL)	7.8 ± ACRES
PONDS	6.9 ± ACRES (12% OF UPLAND)

TOTAL CENTERLINE LENGTH	5,990'
TOTAL DEAD END LENGTH	690 (12%)
BLOCK LENGTH MAX	600'
MINIMUM CENTERLINE RADIUS	100'
(AASHTO 'GREENBOOK' SEC 3-33, POSTED 20 MPG MAX R=86')	
PERIMETER PDD BUFFER	25'
TOTAL WETLAND IMPACTS	0.48± ACRES
(NWP SAC2023-00920, DHEC HQ1-1Sv6-KN243)	
FLOOD ZONE	AE10 (PORTIONS)
MIN PAD ELEVATION WITHIN AE10	13'

GEOTECH: REPORT BY TERRACON, DATED JULY 21, 2023

STREET LIGHTING: PUBLIC ROADWAY LIGHTING PROVIDED BY SANTEE COOPER LEASE LIGHTING PROGRAM

EXISTING TREES: EXISTING TREES DEPICTED ARE 8" AND GREATER (EXCLUDING PINES) SEE TREE SURVEY.

STREET TREES SHALL BE PLANTED AT 50' INTERVALS WITHIN PUBLIC RIGHT OF WAY

FIRE HYDRANTS: MAXIMUM SPACING 500' BETWEEN HYDRANTS ALONG CENTERLINE TYPICAL

LOTS	
STANDARD	92 LOTS
AICWW	35 LOTS
TOTAL	127 LOTS
SIZE MINIMUM	60' X 120' (7,200 S.F. | 0.17 AC)
FRONTAGE MINIMUM	30'
DENSITY GROSS (73± AC)	1.7 LOTS/AC
DENSITY NET (55.6 ± AC)	2.3 LOTS/AC
DOCKS (20'x35')	37
BUILDING SETBACKS (PDD)	
FRONT	20'
SIDE	5'
CORNER SIDE	7.5'
REAR	20'

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

MASTER SITE PLAN

BAHAMA ISLAND PD

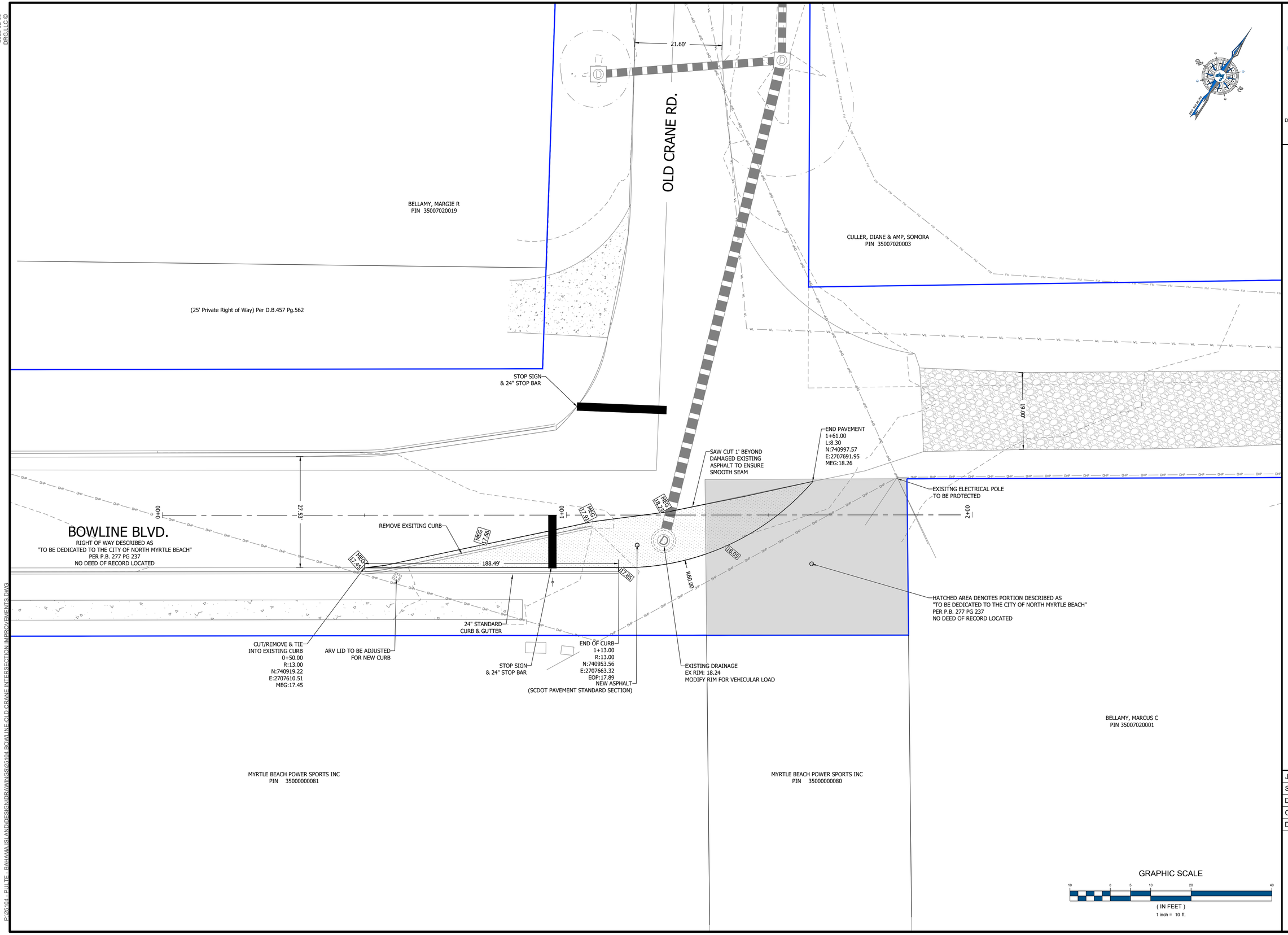
JOB NO:	25.104
SCALE:	1" =100'
DESIGNED BY:	PTH
CHECKED BY:	
DATE:	03/12/2025

MASTER SITE PLAN

EXHIBIT C

EXHIBIT "D"

Roadway Improvement Exhibit



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

ROADWAY IMPROVEMENT

BAHAMA ISLAND PD

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)

1 inch = 10 ft.

JOB NO:	25.104
SCALE:	1" =10'
DESIGNED BY:	PTH
CHECKED BY:	
DATE:	02/26/2025

ROADWAY IMPROVEMENT

EXHIBIT D

P:\25104 - PW LTE - BAHAMA ISLAND\DESIGN\DRAWINGS\25104 BOWLINE-OLD CRANE INTERSECTION IMPROVEMENTS.DWG

EXHIBIT "E"

Development 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. Although the timing of completion of any particular Phase of the Project is subject to then current market demands, the Developer anticipates starting the installation of the infrastructure within a period of approximately Twenty-four (24) months from approval of this Agreement to allow for design, permitting and mobilization. The Project would be complete within Six (6) years of approval of this Agreement.

EXHIBIT "F"

Approved Materials and Building Elements

1. For Residential Units Porches and patios are strongly encouraged.

2. All Residential Units shall be clad in wood siding, cementious fiberboard, brick or tabby.

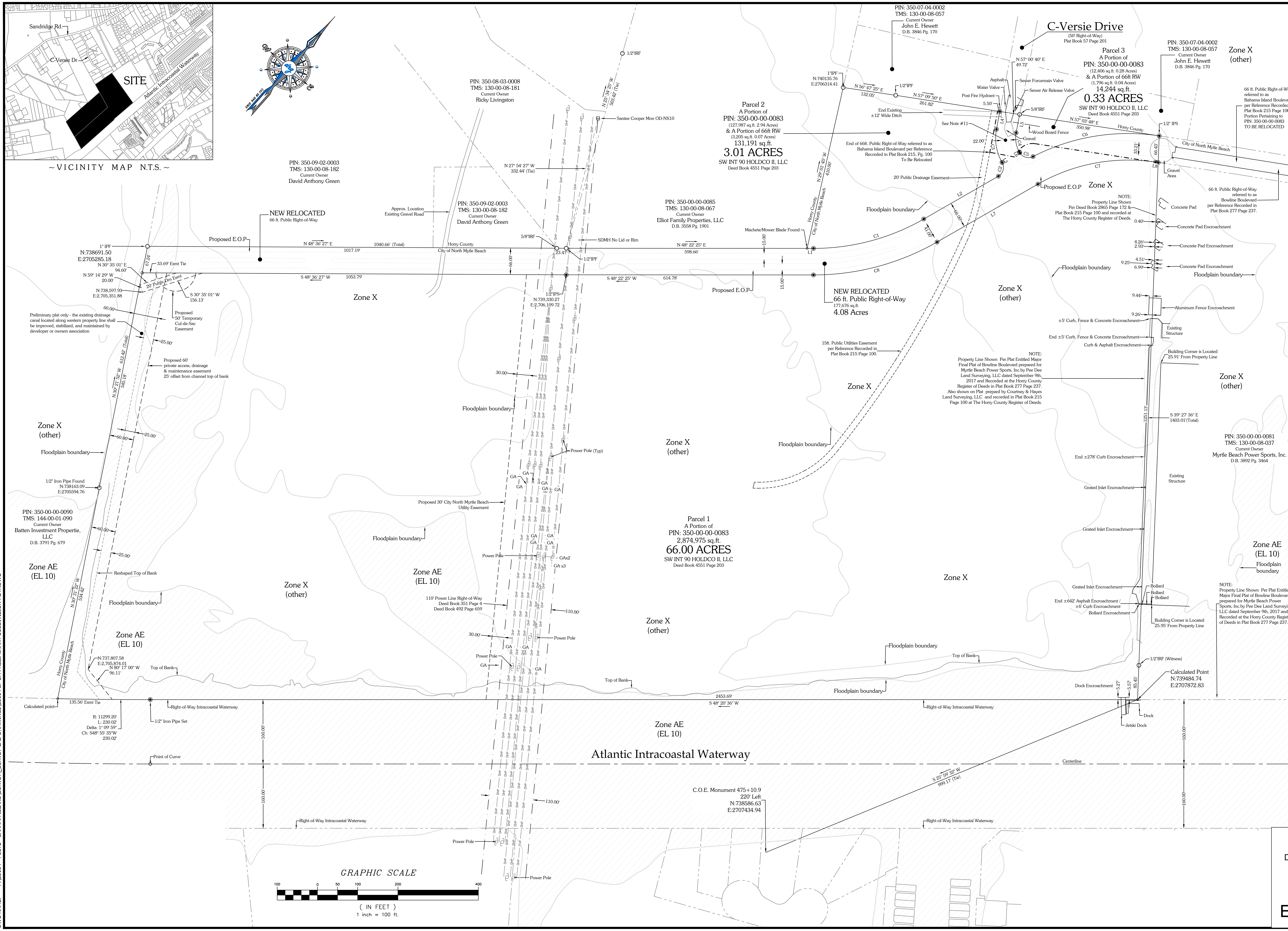
3. Vinyl siding, metal siding, concrete block, fiberglass, plastic, asphalt siding, logs and other siding materials not set forth in Section 2 above, shall be strictly prohibited.

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.

EXHIBIT "G"

Drainage Canal Detail



VICINITY MAP N.T.S.
SITE
Sandridge Rd.
C-Versie Dr
Atlantic Intracoastal Waterway
C-Versie Drive
(50' Right-of-Way)
Plat Book 57 Page 201
PIN: 350-07-04-0002
TMS: 130-00-08-057
Current Owner
John E. Hewett
D.B. 3846 Pg. 170
Parcel 3
A Portion of
PIN: 350-00-00-0083
(12,406 sq.ft. 0.28 Acres)
& A Portion of 66ft RW
(1,796 sq.ft. 0.04 Acres)
14,244 sq.ft.
0.33 ACRES
SW INT 90 HOLDCO II, LLC
Deed Book 4551 Page 203
Parcel 2
A Portion of
PIN: 350-00-00-0083
(127,987 sq.ft. 2.94 Acres)
& A Portion of 66ft RW
(3,205 sq.ft. 0.07 Acres)
131,191 sq.ft.
3.01 ACRES
SW INT 90 HOLDCO II, LLC
Deed Book 4551 Page 203
PIN: 350-08-03-0008
TMS: 130-00-08-181
Current Owner
Ricky Livingston
PIN: 350-09-02-0003
TMS: 130-00-08-182
Current Owner
David Anthony Green
PIN: 350-00-00-0085
TMS: 130-00-08-067
Current Owner
Elliot Family Properties, LLC
D.B. 3558 Pg. 1901
NEW RELOCATED
66 ft. Public Right-of-Way
NEW RELOCATED
66 ft. Public Right-of-Way
177,676 sq.ft.
4.08 Acres
Parcel 1
A Portion of
PIN: 350-00-00-0083
2,874,975 sq.ft.
66.00 ACRES
SW INT 90 HOLDCO II, LLC
Deed Book 4551 Page 203
PIN: 350-00-00-0090
TMS: 144-00-01-090
Current Owner
Batten Investment Propertie, LLC
D.B. 3791 Pg. 679
PIN: 350-00-00-0081
TMS: 130-00-08-037
Current Owner
Myrtle Beach Power Sports, Inc.
D.B. 3892 Pg. 3464
Zone X
Zone X (other)
Zone AE (EL 10)
Floodplain boundary
Preliminary plat only - the existing drainage canal located along western property line shall be improved, stabilized, and maintained by developer or owners association
Proposed 60' private access, drainage & maintenance easement 25' offset from channel top of bank
Proposed 50' Temporary Cul-de-Sac Easement
Proposed 30' City North Myrtle Beach Utility Easement
110' Power Line Right-of-Way Deed Book 351 Page 4 Deed Book 492 Page 659
15ft. Public Utilities Easement per Reference Recorded in Plat Book 215 Page 100.
End of 66ft. Public Right-of-Way referred to as Bahama Island Boulevard per Reference Recorded in Plat Book 215, Pg. 100 To Be Relocated
66 ft. Public Right-of-Way referred to as Bahama Island Boulevard per Reference Recorded in Plat Book 215 Page 100. Portion Pertaining to PIN: 350-00-00-0083 TO BE RELOCATED
66 ft. Public Right-of-Way referred to as Bowline Boulevard per Reference Recorded in Plat Book 277 Page 237.
NOTE: Property Line Shown Per Deed Book 2865 Page 172 & Plat Book 215 Page 100 and recorded at The Horry County Register of Deeds.
NOTE: Property Line Shown Per Plat Entitled Major Final Plat of Bowline Boulevard prepared for Myrtle Beach Power Sports, Inc. by Pee Dee Land Surveying, LLC dated September 9th, 2017 and Recorded at the Horry County Register of Deeds in Plat Book 277 Page 237. Also shown on Plat prepard by Courtney & Hayes Land Surveying, LLC and recorded in Plat Book 215 Page 100 at The Horry County Register of Deeds.
NOTE: Property Line Shown Per Plat Entitled Major Final Plat of Bowline Boulevard prepared for Myrtle Beach Power Sports, Inc. by Pee Dee Land Surveying, LLC dated September 9th, 2017 and Recorded at the Horry County Register of Deeds in Plat Book 277 Page 237.
Atlantic Intracoastal Waterway
Right-of-Way Intracoastal Waterway
Centerline
C.O.E. Monument 475+10.9
220' Left
N:738586.63
E:2707434.94
Calculated Point
N:739484.74
E:2707872.83
GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

Development Resource Group, LLC
4703 Oleander Drive
Myrtle Beach, SC 29577
Telephone: 843-839-3350
www.drgpllc.com

South Carolina Development Resource Group LLC No. 006089 Certificate of Authorization

JOB No. 22.108
DATE: 02-05-2025
DRAWN BY: J.G.H.
CHECKED BY: M.D.O.
SCALE: 1"= 100'
FILE: P:/22.108/SURVEY

PRELIMINARY SUBDIVISION PLAT FOR BAHAMA ISLAND PHASE 2

NORTH MYRTLE BEACH, HORRY COUNTY, SOUTH CAROLINA

PREPARED FOR:

SW INT 90 HOLDCO II LLC

South Carolina Professional Land Surveyor No. 13520 Michael Dean Oliver

mike@drgpllc.com

DATE

CITY UTILITY EASEMENT & DRAINAGE CANAL MAINTENANCE EASEMENT

EXHIBIT G

DWG NAME: P:\25104 - PULTE - BAHAMA ISLAND\SURVEY_SURVEY CAD DRAWINGS\25104 SF DA PRELIMINARY SUBDIVISION PLAT.DWG

EXHIBIT "H"

Land Development Regulations

[ATTACHED]

Chapter 20 - LAND DEVELOPMENT REGULATIONS

Footnotes:
— (1) —
Editor's note— *Ord. No. 05-31, § 2, adopted June 20, 2005, repealed former Ch. 20 of the Code in its entirety; § 1 of said ordinance added new provisions as Ch. 20 as herein set out. Former Ch. 20, §§ 20-1—20-4, 20-11—20-16, 20-21—20-23, 20-26, 20-27, 20-31—20-33, App. A, pertained to subdivision regulations and derived from Ord. No. 90-30, adopted Aug. 20, 1990; Ord. No. 91-35, § 1a.—c., adopted Sept. 3, 1991; Ord. No. 93-27, § 4, adopted Sept. 20, 1993; Ord. No. 93-32, §§ 1, 2, adopted Sept. 20, 1993; Ord. No. 93-37, § 1, adopted Oct. 4, 1993; Ord. No. 95-6, § 1, adopted Feb. 20, 1995; Ord. No. 95-11, §§ 1—8, adopted March 20, 1995; Ord. No. 96-38, § 1, adopted Sept. 16, 1996; Ord. No. 99-12, § 1, adopted May 17, 1999; and Ord. No. 02-01, § 1, adopted Jan. 7, 2002.*
Cross reference— *Planning, Ch. 18; zoning, Ch. 28.*

ARTICLE I. - IN GENERAL

Sec. 20-1. - Purpose.

The public health, safety, economy, good order, appearance, convenience, morals, and general welfare require the harmonious, orderly, and progressive development of land within the City of North Myrtle Beach. In furtherance of this general intent, the regulation of land development in the City of North Myrtle Beach is authorized for the following purposes, among others:

(1) To encourage the development of an economically sound and stable community; and

(2) To assure the timely provision of required streets, utilities, and other facilities and services to new land developments; and

(3) To assure the adequate provision of safe and convenient traffic access and circulation, both vehicular and pedestrian, in and through new land developments; and

(4) To assure the provision of needed public open spaces and building sites in new land developments through the dedication or reservation of land for recreational, educational, transportation, and other public purposes; and

(5) To assure, in general the wise and timely development of new areas, and redevelopment of previously developed areas in harmony with the comprehensive plans of the City of North Myrtle Beach; and

(6) To assure safe, functional, and attractive developments in compliance with City Code.

(Ord. No. 05-31, § 1, 6-20-05)

Sec. 20-2. - Intent.

It is the intent of the land development regulations to comply with Title 6, Chapter 29, Article 7 of the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 and Article 11, "Vested Rights Act" of 2004.

(Ord. No. 05-31, § 1, 6-20-05)

Sec. 20-3. - Separability.

Should any section or provision of this chapter be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this chapter as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

(Ord. No. 05-31, § 1, 6-20-05)

Sec. 20-4. - Definitions.

[The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

Commercial center (commercial park): Two (2) or more retail stores, service establishments, professional offices or any other businesses serving a community or neighborhood, not necessarily owned by one (1) party nor by a single land ownership, which occupy a common and/or adjacent building(s) on premises and also utilize common parking area(s).

Industrial parks: A planned, coordinated development of a tract of land for industrial uses. Generally the park is subdivided into two (2) or more parcels of land for individual industrial buildings and uses. The park is coordinated in design of buildings, vehicular traffic, parking, and utilities.

Land development: The changing of land characteristics through redevelopment, construction, subdivision into parcels, multifamily (condominium and apartment) complexes, commercial parks, commercial centers, industrial parks, mobile home parks, and similar developments for sale, lease, or any combination of owner and rental characteristics.

Land development plan: A complete site-specific development plan or phased development plan and application providing all information required by this chapter.

Mobile home parks: A parcel of land under single ownership, with required improvements and utilities for the long-term parking and occupancy of mobile/manufactured homes where mobile/manufactured home sites are available for rent or lease and which may include services and common facilities for the residents.

Phased development plan: A development plan submitted to the City of North Myrtle Beach Planning and Development Department that shows the types and density or intensity of uses for a specific property or properties at least ten (10) acres or more in size to be developed in phases, but as a whole do not satisfy the requirements for a site-specific development. The first phase of the plan shall contain at least five (5) acres or twenty-five (25) percent of the total land area and shall include all of the requirements of the site-specific development plan as prescribed in this chapter.

Preliminary subdivision plat: The preliminary drawing or drawings described in the subdivision regulations component of this chapter indicating the proposed manner or layout of the subdivision, to be submitted to the planning commission for approval.

Site-specific development plan: A development plan submitted to the City of North Myrtle Beach Planning and Development Department by a landowner for a specific property or properties that include those documents that comprise a complete application for approval of a site-specific development plan, including all required components of a site-specific development plan (section 20-7).

Vested right: The right to undertake and complete the development of property under the terms and conditions of a site-specific development plan or a phased development plan as provided in this chapter.

(Ord. No. 05-31, § 1, 6-20-05)

Sec. 20-5. - Vested rights.

A vested right to develop property is established when a complete application for site-specific development plan review has been submitted, the site-specific development plans are approved for construction and all applicable fees are paid. A preliminary subdivision plat that has been approved for construction by the planning commission shall have the same vested right as site-specific development plan approval.

The vested right shall be observed for two (2) years from the date of approval (stamped on the plan or plat) of the site-specific plan or preliminary plat. After the two-year period, extensions are prohibited except for those qualifying projects defined in this section where the foundation work has been completed and passed inspection for at least one (1) principal building. For those projects, a one-year extension can be applied for through the city planner's office. No more than two (2) one-year extensions may be granted for qualifying projects. An application for extension of the vested right shall be submitted to the city planner's office no later than thirty (30) days prior to the vested right period expiring. Failure to submit an application for extension within the required time shall disqualify an extension from being considered or approved. Qualifying projects are defined as follows:

(1) Phased development projects of ten (10) acres or more when a phased development plan includes an overall master plan showing areas of footprints, parking, landscaping, use of structures, number of units by bedroom types for residential uses, square footage of commercial buildings, construction schedule for the master plan including all phases, minimum engineering for storm water retention and utility connections has been approved. Phase I shall be at least five (5) acres or twenty-five (25) percent of the total acreage of the total project. Phase I shall include all of the requirements of the site-specific development plan as prescribed in this chapter.

(2) Projects (residential or commercial) with four (4) or more principal buildings on property greater than two (2) acres when land development review has occurred and been approved for the entire project.

Minor amendments during the vested period may be approved if all applicable city departments involved in the site-specific review and approval have reviewed the amendment and have found that the amendment meets city code. Minor amendments are considered those that do not increase the intensity (density, additional buildings, larger units, changes of use, additional parking areas, etc.) of the site. Minor amendments include but are not limited to such changes as redesign of parking areas, minor shifts in building footprint, changes to plant material in landscape areas, additional sidewalks, fences and changes to amenity areas.

(Ord. No. 05-31, § 1, 6-20-05)

ARTICLE II. - SITE-SPECIFIC DEVELOPMENT PLAN REVIEW

Footnotes:
— (2) —
***Editor's note—** Ord. No. 09-28, § 1, adopted Sept. 21, 2009, amended Art. II in its entirety to read as herein set out. Former Art. II, §§ 20-6—20-8, pertained to similar subject matter. See the Code Comparative Table for complete derivation.*

Sec. 20-6. - Process.

(a) The application must be signed by the current owner(s) of all of the property petitioned for development. (Incomplete application and plans shall not be approved). On the application, an individual or contact is identified as the applicant. The applicant, on behalf of the owner, assumes the role of authorized agent during plan review. The planning staff shall provide the applicant with the latest departmental policy statement detailing submission requirements (formats, sizes, and quantities of materials required). Incomplete submissions shall not be processed or reviewed.

(b) Planning staff will coordinate the review of the land development plans with the various city departments charged with review of the site. Representatives of the departments involved may utilize a technical review committee (TRC) to facilitate this process.

(c) Planning staff will assemble all the review comments and give written notification to the applicant in the form of a

letter detailing the departmental comments.

(d) The applicant shall revise the plans answering all of the departmental comments, and may need to contact individuals in various departments for clarification. However, the revised submittal must be provided to the planning department.

(e) When the application and plans are complete and revised as required, the planning department may place the item on the technical review committee (TRC) agenda. Planning staff shall provide the revised site-specific development plans to the reviewing city departments prior to the TRC meeting, where final sign off by all departments may take place. If all concerns have been addressed at that point, the plans shall be deemed approved.

(Ord. No. 09-28, § 1, 9-21-09)

Sec. 20-7. - Site-specific development plan requirements.

Plans must meet requirements of all applicable codes regulating land development in the City of North Myrtle Beach. Plan elements and information may include but may not be limited to the following:

(1) A dimensioned site plan (Re: Subsection 20-6(a)) showing all proposed improvements to the site including:

a. Structures.

b. List land use(s) for the building or all buildings shown on the site plan.

c. Parking spaces, handicap spaces and access ramps including an accessible route from a parking lot to a building, wheelstops and curbing.

d. Total impervious surface area.

e. Dumpster or compactor location(s) and screening.

f. Proposed fences or walls.

g. Roadway and driveway/aisle widths.

h. Curb radius.

i. Perimeter and interior landscaped areas.

j. Lighting plan.

k. Public access ways for all modes of transportation (motorized vehicle, bicycle, pedestrian, and transit) adjacent to and through the development site. [See subsection 20-7(8), access, connectivity, and congestion management].

l. Dune cross-overs, if applicable.

m. Notations indicating total land area, total heated space in the building(s), number of residential units and bedroom counts, restaurant seats, number of required parking spaces and the number of parking spaces provided, the number of handicap and compact parking spaces.

n. Flood zone information including the flood zone line if the property is not located in a single zone.

(2) A current survey of the property signed and sealed by a licensed surveyor. All wetland areas shall be designated on the survey. If the site contains more than one (1) lot, a recombination plat shall be recorded prior to site plan approval.

Note 1: If proposed new construction is within the CPO (Coastal Protection Overlay) zone, the survey and proposed site plan shall indicate the OCRM (Ocean and Coastal Resource Management) base line and building control line. These documents must be stamped approved by the OCRM or a letter stating approval prior to submittal to the City of North Myrtle Beach for site plan review.

(3) Landscape plan, when required, showing:

a. Perimeter landscape areas and plantings.

b. Interior landscape areas within parking lot, total square footage of landscape areas and percentage ratio of landscape area to pavement area.

c. Irrigation system (if proposed).

d. Proposed planting plan showing location and type of proposed trees and shrubs per landscape requirements.

e. Tree survey showing all trees existing on the property over eight (8) caliper inches and a replacement schedule for all trees measuring ten (10) caliper inches and larger to be removed.

f. For all existing trees to be saved the plan shall show the tree protection zone.

g. Existing landscaping clearance.

Note 2: On smaller projects when applicable, rather than preparing a separate document, the landscape plan information may be included on the site plan.

(4) Drainage plan including:

a. Proposed new contours and/or ground elevations.

b. Direction of surface flow.

c. Subsurface piping and structures, including discharge locations.

d. Stormwater runoff and retention calculations, meeting public works design standards.

Note 3: Commercial developments and residential developments with four (4) or more units must have a drainage plan and calculations signed and sealed by a state licensed engineer.

(5) Utilities (water and sewer) and fire plan including:

a. Location of water and sewer connections for each structure including domestic supply lines, fire lines, and irrigation lines, if applicable.

b. Proposed on-site utilities and/or possible extensions.

c. Proposed water line layout.

d. Proposed sewer line layout.

e. Location of proposed and existing fire hydrants. Fire hydrants located within one thousand (1,000) feet of a site shall be listed along with their distances to an indicated reference point.

f. Proposed location of building fire department connections, if applicable (reference the International Fire Code).

g. Fire protection systems, underground valve pipes, supply piping, and the riser locations in the structure.

h. Square footage of structures, including square footage of ground floors, each additional typical floor, and square footage of nontypical floors (these can be on a separate plan).

i. Building elevations and views, when required.

j. Copies of all applicable permits required (DOT, DHEC, OCRM, etc.).

k. Locations of grease traps, if applicable.

l. Location of backflow prevention devices, if applicable.

m. Existing water and sewer lines.

n. Available capacity of water and sewer system along with any needed improvements to the existing system.

o. Detail sheets and specs of materials to be used for water/sewer work.

p. All easements designed to serve the property, both on and off-site.

q. copies of signed easement agreements for those located off-site.

(6) A nuisance abatement plan detailing the following:

a. Staging plan for materials and concrete trucks.

b. Laydown and storage area for construction material.

c. Location of construction trailer(s).

d. Radius of the swing area for the construction crane.

e. Parking area for employees.

f. Security fencing.

g. Protective coverings for nearby pedestrian sidewalks and beach access.

h. Public areas that have been approved by city council for closure.

i. Litter control plan.

j. Contact person for plan enforcement (daytime and nighttime telephone numbers).

(7) Demolition plan (when necessary) [including:]

a. Existing conditions.

b. Buildings to be removed along with the use of the building(s), number of units and/or bedrooms should be identified.

c. Existing pools.

d. Existing irrigation systems present before redevelopment.

(8) Access, connectivity, and congestion management plan. An access plan addressing the relationship of the development site to adjacent properties and public rights-of-way, including the following:

a. *Cross access.* All nonresidential site development shall be designed to allow for vehicular cross access to adjacent nonresidential properties. These cross access points must be a minimum of one hundred (100) feet from "curb cut" access to public rights-of-way or at a distance specified by the city engineer not less than twenty-five (25) feet from the rights-of-way. (See figure 1, cross access) If adjacent nonresidential property is undeveloped, at least one (1) "stub out" ending at the property line shall be provided for future connectivity, per adjacent property. If any adjacent nonresidential property is developed, and the owner of the adjacent site chooses not to connect, a "stub out" shall still be required for the proposed development site for future redevelopment purposes, unless waived by the director of planning and development. Where there are existing stub outs on adjoining properties, the site under review shall complete the connection. The cross access must be designed to the same standards as internal circulation within the parking and circulation area.

i. If providing cross access to adjacent properties results in an unavoidable reduction in required parking, the zoning administrator may waive the parking required, up to three (3) stalls for each cross access approved. See [sub]section 23-43(4) "Off-street parking requirements" of the city zoning ordinance.

ii. If cross access is deemed impractical due to topography, natural features (including trees), or safety factors; the director of planning and development may waive the cross access requirement in whole or in part.

b. *Vehicular access to and from public right-of-way corridors/streets.* All development sites shall be designed to

help mitigate potential negative impacts to traffic flow on adjacent streets by addressing the following:

i. Minimize proposed curb cuts/vehicular access points to/from public rights-of-way.

ii. In the case of two (2) or more adjacent parcels being developed at the same time, by the same applicant, sites must share an access point to the roadway at the property line dividing the sites. The city engineer may waive this requirement where practical difficulties and/or safety concerns would reasonably preclude such driveway location.

iii. On non-corner sites with more than one (1) frontage adjacent to public rights-of-way, access must be provided to all existing or planned streets, alleys, sidewalks and recreational trails, with the following two (2) possible exceptions:

- The city engineer determines that any such access will constitute a safety hazard.
- The development across any given adjoining street is predominantly residential in character, with homes fronting on said street. Negative traffic impacts to the safety, convenience, and quality of life of those residents shall be weighed before making the decision to require access on that street.

iv. Corner lots having less than one hundred fifty (150) feet of frontage on the more heavily traveled of the two (2) adjacent streets shall generally provide all vehicular access for the site from the secondary or side street. Exceptions to this may be approved by the city engineer, at his/her sole discretion, in cases where secondary access is problematic, and/or if the site has frontage on a South Carolina Department of Transportation (SCDOT) owned road, and SCDOT approves access from the road. The city engineer may require any design modifications to such accesses as deemed necessary to maximize safety and efficient traffic movement.

v. In cases where adjacent street rights-of-way are maintained by SCDOT, the applicant must provide evidence of SCDOT approval of any access points and/or right-of-way improvements of any kind. However, it should be noted that city site plan requirements regarding access may be more restrictive than SCDOT requirements.

c. ***Walkway and pedestrian access.*** All development proposals shall include walkable design for the development site and adjacent rights-of-way, by addressing the following:

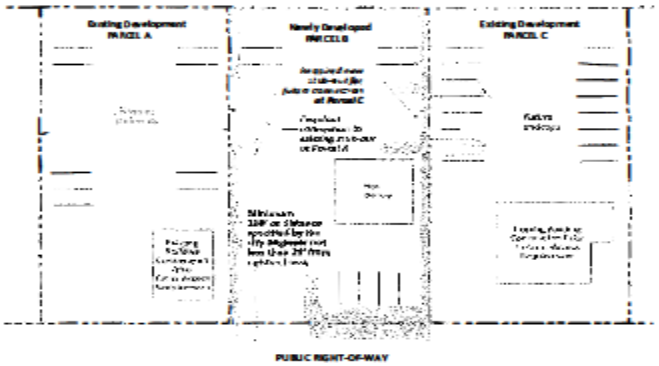
i. Pedestrian walkways shall form an on-site circulation system that minimizes conflict between pedestrians and vehicular traffic. On-site pedestrian walkways shall connect the public sidewalk to building entrances, and if applicable, between buildings.

ii. Where pedestrian walkways cross primary automobile circulation aisles, traffic calming techniques favoring pedestrian safety, such as speed tables and elevated crossings, shall generally be required.

iii. Pedestrian cross access to adjacent properties shall generally be required, even if vehicular cross access is not provided.

iv. Where public sidewalks exist along the street frontage of adjoining properties, such sidewalks shall be extended across the full length of the street rights-of-way abutting the proposed development site.

d. All residential development proposals shall be subject to external access requirements detailed in section 20-40. Complete streets (c.1), including the ability to request a planning commission waiver to the required number of accesses using the criteria as listed in section 20-40(c.1)(4).



(Ord. No. 09-28, § 1, 9-21-09; Ord. No. 14-10, § 1, 4-21-14; Ord. No. 14-37, § 1, 11-17-14; Ord. No. 17-05, § 1, 5-1-17; Ord. No. 19-26, § 1, 4-15-19; Ord. No. 20-26, § 1, 10-5-20)

Sec. 20-8. - Appeals.

The planning commission of the City of North Myrtle Beach shall act as an appeal board for disputes regarding land development plan review and approval not to override requirements of code or requirements of departments when specifically authorized by code.

(Ord. No. 09-28, § 1, 9-21-09)

Secs. 20-9, 20-10. - Reserved.

ARTICLE III. - SUBDIVISION REGULATIONS

Footnotes:
—(3)—
Editor's note— Ord. No. 09-28, § 2, adopted Sept. 21, 2009, amended Art. III in its entirety to read as herein set out. Former Art. III, §§ 20-11—20-44, pertained to similar subject matter. See the Code Comparative Table for complete derivation.
Cross reference— Developer's responsibility to extend city water system, § 15-80; extending city sewer system, § 15-170; planning commission, § 18-1 et seq.; zoning, Ch. 23.

DIVISION 1. - GENERALLY

Sec. 20-11. - Authority and enactment.

Pursuant to the authority granted by S.C. Code of Laws 1976, ch. 29, tit. 6, as amended, and supplemented by all applicable laws, the City Council of the City of North Myrtle Beach, South Carolina, does hereby ordain and enact into law the following regulations to be incorporated as the subdivision component of the land development regulations.

(Ord. No. 09-28, § 2, 9-21-09)

Sec. 20-12. - Purpose.

The public health, safety, economy, good order, appearance, convenience, morals, and general welfare require the harmonious, orderly and progressive development of land within the City of North Myrtle Beach, South Carolina. In furtherance of this general intent, the regulation of land subdivision is enacted for the following purposes, among others:

(1) To encourage the development of an economically sound and stable city;

(2) To assure the timely provision of required streets, utilities, and other facilities and services to new land developments;

(3) To assure the adequate provision of safe and convenient traffic access and circulation, both vehicular and pedestrian, in and through new land developments;

(4) To assure the provision of needed public open spaces and building sites in new land developments through the dedication or reservation of land for recreational, educational, transportation and other public purposes; and

(5) To assure, in general, the wise and timely development of new areas, and redevelopment of previously developed areas in harmony with the comprehensive plan.

(Ord. No. 09-28, § 2, 9-21-09)

Sec. 20-13. - Jurisdiction.

These regulations shall govern the subdivision of land within the City of North Myrtle Beach, South Carolina.

(Ord. No. 09-28, § 2, 9-21-09)

Sec. 20-14. - Definitions.

Except as specially defined herein, all words used in this article have their customary dictionary definitions. Unless the context clearly indicates to the contrary, words used in the present tense include the future tense, and words in the plural number include number include the singular.

Administrative official: The officer designated to administer these regulations and to assist administratively other boards and commissions.

Alley: A public or private right-of-way primarily designed to serve as secondary access to the side or rear of those properties whose principal frontage is on some other street.

Applicant: The owner of land proposed to be subdivided or his/her representative.

Block: A tract of land bounded by streets, or by a combination of streets and public land, cemeteries, railroad rights-of-way, shorelines of waterways, or any other barrier to the continuity of development.

Bond: Any form of security including a cash deposit, surety bond, collateral, property, or instrument of credit in an amount and form satisfactory to the city.

Building: Any structure built for the support, shelter or enclosure of persons, animals, chattels or movable property of any kind and includes any structure.

City engineer: The designated engineer of the City of North Myrtle Beach.

Construction plan: The maps or drawings accompanying a subdivision plat or plan and showing specific location and design of improvements to be installed in the subdivision.

Double-frontage lot: A lot having frontage and access on two (2) or more streets. A corner lot shall not be considered having double frontage unless it has frontage and access on three (3) or more streets.

Driveway: All private drives typically used to provide vehicular access to one (1) residential lot, except where South Carolina Department of Transportation (SCDOT) standards require the creation of a shared driveway.

Easement: Authorization by a property owner for the use by another, and for a specified purpose, of any designated part of his/her property.

Final plat or *plan:* The map or plan of record of a subdivision and any accompanying material, as described in these regulations.

Frontage: That side of a lot abutting on a street or way and ordinarily regarded as the front of the lot, but it shall not be considered as the ordinary side of a corner lot.

Lot: A tract, plot or portion of a subdivision or other parcel of land intended as a unit for the purpose, whether immediate or future, or transfer of ownership or for building development.

Lot, corner: A lot situated at the intersection of two (2) streets (the interior angle of such intersection not exceeding one hundred thirty-five (135) degrees).

Lot width: The distance between the side lot lines, measured at the required front building setback line.

Major subdivision: All subdivisions not classified as minor subdivisions, and those requiring any new street improvement or extension of utilities.

Minor subdivision: Any subdivision not containing more than three (3) lots fronting on an existing street, and not involving any new street, the extension of public utilities, the need for zoning variances as a precondition for lot creation, and not adversely affecting the remainder of the parcel or adjoining property.

Owner: Any person, group of persons, firm or firms, corporation or corporations, or any other legal entity having legal title to or sufficient proprietary interest in the land sought to be subdivided under these regulations.

Preliminary plat or *plan:* The preliminary drawing or drawings described in these regulations indicating the proposed manner or layout of the subdivision, to be submitted to the planning commission for approval.

Registered engineer: An engineer properly licensed and registered in the state.

Registered land surveyor: A land surveyor properly licensed and registered in the state.

(1) *Tier B Land Surveyor:* Persons registered as land surveyors who have passed the written examination as prescribed by the South Carolina State Board of Professional Engineers and Land Surveyors. Additional duties allowed by state law.

Right-of-way: A strip of land occupied or intended to be occupied by a street, crosswalk, railroad, road, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, shade trees, or for another special use. The usage of the term "right-of-way" for land platting purposes shall mean that every right-of-way hereafter established and shown on a final plat is to be separate and distinct from the lots or parcels adjoining such right-of-way and not included within the dimensions or areas of such lots or parcels. Rights-of-way intended for streets, crosswalks, water mains, sanitary sewers, storm drains, shade trees, or any other use involving maintenance by a public agency shall be dedicated to public use by the maker of the plat on which such right-of-way is established.

Sale or *lease:* Any immediate or future transfer of ownership, or any possessory interest in land, including contract of sale, lease, devise, intestate succession or transfer, of an interest in a subdivision or part thereof, whether by metes and bounds, deed, contract, plat, map, lease, devise, intestate succession or other written instrument.

Setback, building: The distance between a building and the street right-of-way nearest thereto, which is equal to the depth of the front yard required for the zoning district in which the lot is located.

Street: A vehicular way designed to provide principal means of access to abutting property or serving as a roadway for vehicular travel, or both, but excluding alleys and including the following functional classifications:

(1) *Local street:* A street used primarily for providing direct access to abutting property.

(2) *Collector street:* A street designed to carry medium volumes of vehicular traffic, provide access to the major street system and collect the traffic from the intersecting local streets. Typically, collector streets will fall into the "avenue" design category according to the city's street planning manual.

(3) *Marginal access:* A minor (service) street which parallels, and is adjacent to, a major street providing access to abutting property and may vary in design from the "alley" design to "local street" according to the city's street planning manual.

(4) *Arterial street:* A street designated primarily for the movement of large volumes of traffic from one (1) area to another. Such streets are usually numbered state or federal highways and will usually fall into the "boulevard" or "parkway" design cross-section according to the city's street planning manual.

Street, private: A street shown on and indicated as a private street on a plat approved by the planning commission.

Street, public: A street bearing the legal status of a public street.

Subdivider: Any person who:

(1) Having an interest in land, causes it, directly or indirectly, to be divided into a subdivision; or

(2) Directly or indirectly sells, leases or develops, or offers to sell, lease or develop, or advertises for sale, lease or development any interest, lot, parcel site, unit or plat in a subdivision; or

(3) Engages directly or through an agent in the business of selling, leasing, developing, or offering for sale, lease or development a subdivision or any interest, lot, parcel site or plat in a subdivision; and

(4) Is directly or indirectly controlled by or under direct or indirect common control with any of the foregoing.

Subdivision: All divisions of a tract or parcel of land into two (2) or more lots, building sites or other divisions for the purpose, whether immediate or future, of sale, lease or building development, and includes all division of land involving a new street or a change in existing streets, and includes resubdivision which would involve the further division or relocation of lot lines of any lot or lots within or subdivision previously made and approved or recorded according to law, or, the alteration of any streets or the establishments of any new streets within any subdivision previously made and approved or recorded according to law, and includes combinations of lots or record, however, the following exceptions are included within this definition only for the purpose of requiring that the planning agency be informed and have record of such subdivision:

(1) The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to the standards of the governing authority;

(2) The division of land into parcels of five (5) acres or more where no new street is involved and plats of these exceptions must be received as information by the planning agency which shall indicate that fact on the plats; and

(3) The combination or recombination of entire lots of record where no new street or change in existing streets is

involved.

(Ord. No. 09-28, § 2, 9-21-09; Ord. No. 14-37, § 2, 11-17-14; Ord. No. 15-34, § 1, 10-19-15; Ord. No. 15-38, § 1, 12-14-15; Ord. No. 20-33, § 1, 11-2-20; Ord. No. 21-02, §2, 3-1-21)

Secs. 20-15—20-19. - Reserved.

DIVISION 2. - ADMINISTRATION

Sec. 20-20. - Application of regulations.

From and after the adoption of these regulations and notification of the office and Horry County official responsible for recording plats and deeds in the county:

(1) No subdivision plat shall be filed with or recorded by any Horry County official responsible for accepting and recording plats and deeds until such plat has been given final plat approval according to the procedures set forth in these regulations and until such final plat has been stamped and certified approved for recording by the planning commission's administrative official.

(2) No building permit or certificate of occupancy shall be issued for any lot, parcel, plat of land or building site which was created by subdivision after the effective date of, and not in conformance with, the provisions of these regulations.

(3) No street right-of-way shall be accepted as a public street and no public or private street right-of-way shall be opened or maintained in any subdivision established hereafter which does not meet the requirements of these regulations.

(4) No building permit and no occupancy permit shall be issued for, and no building or structure shall be erected on any lot unless (a) the street giving access to the lot shall have been accepted as or otherwise received the status of a public street; or unless (b) such street corresponds in its location and lines with a street shown on a recorded final plat approved by the planning commission. Permanent erosion control structures such as bulkheads are exempt from this subsection.

(Ord. No. 09-28, § 2, 9-21-09)

Sec. 20-21. - Violation and penalty.

(a) The owner or agent of the owner of any land to be subdivided within the city who transfers or sells or agrees to sell or negotiates to sell such land by reference to or exhibition of or by other use of a plat of subdivision of such land, before such plat has been approved by the planning commission and recorded at the Horry County Register of Deeds, shall be guilty of a misdemeanor. The description of metes and bounds in the instrument of transfer or other document used in the process of selling or transfer shall not exempt the transaction from these penalties. The city may enjoin such transfer or sale or agreement by appropriate action.

(b) The Horry County Register of Deeds is prohibited by the Code of Laws of South Carolina from accepting, filing or recording any subdivision plat of land situated within an area covered by subdivision regulations without prior approval of the plat by the planning commission.

(Ord. No. 09-28, § 2, 9-21-09)

Sec. 20-22. - Conflict with other laws.

Whenever the provisions of these regulations impose more restrictive standards than are required in or under any other ordinance, the regulations herein contained shall prevail. Whenever the provisions of any other ordinance require more restrictive standards than are required herein, the requirements of such regulations shall prevail.

(Ord. No. 09-28, § 2, 9-21-09)

Sec. 20-23. - Separability clause.

If any section, clause or portion of these regulations shall be held by a court of competent jurisdiction to be invalid or unconstitutional, such findings shall not affect any other section, clause or portion of these regulations.

(Ord. No. 09-28, § 2, 9-21-09)

Sec. 20-24. - Effective date.

These regulations shall take effect and be enforced from and after their adoption, the public welfare demanding it; provided, however, these regulations shall not apply to any subdivision or part thereof which has been approved for construction by the planning commission prior to the adoption of these regulations, except that the final plat shall be approved by the planning commission and shall be in substantial conformance with the approved preliminary plat.

(Ord. No. 09-28, § 2, 9-21-09)

Sec. 20-25. - Amendments.

These regulations may be amended by the city council after public hearing and recommendation from the planning commission. At least thirty (30) days' notice of the time and place of the public hearing shall be published in a newspaper of general circulation in the city.

(Ord. No. 09-28, § 2, 9-21-09)

Secs. 20-26—20-29. - Reserved.

DIVISION 3. - PROCEDURES FOR PLAT APPROVAL

Sec. 20-30. - General procedures.

Whenever any subdivision of land is proposed, before any contract is made for the sale of any part thereof and before any permit for the erection of a structure in such proposed subdivision shall be granted, the subdivider or his/her authorized agent shall apply for and secure approval of such proposed subdivision in accordance with the following procedures:

(1) *Preapplication conference (when required):* Prior to the application for subdivision review and approval, the applicant should discuss with the administrative official of the planning commission the procedure for approval of a subdivision plat and the requirements as to general layout of streets and for reservations of land, street improvements, drainage, utilities and similar matters. The administrative official shall also advise the applicant to discuss the proposed subdivision with those officials who must eventually approve aspects of the subdivision plat.

(2) *Major subdivision:* The procedure for review and approval of a major subdivision plat consist of two (2) separate steps. The initial step is the preparation and submission to the planning commission of a preliminary plat of the

proposed subdivision. The second step is the preparation and submission to the planning commission of a final plat, together with certifications. The final plat becomes the instrument to be recorded at the Horry County Register of Deeds, when duly signed and certified approved for recording by the administrative official of the planning commission.

Minor subdivision: The procedure for review and approval of a minor subdivision consists of a one-step approval process involving the preparation and submission of a final plat, together with certifications, to the planning staff. If the submittal meets the definition of a "minor subdivision", as stated in section 20-14 of this article, planning staff shall provide the subdivision plans to the reviewing city departments prior to the technical review committee meeting. After all concerns have been addressed and all departments involved have approved, the minor subdivision shall be deemed approved. The final plat of a minor subdivision becomes the instrument to be recorded at the Horry County Register of Deeds, when duly signed and certified approved for recording by the administrative official of the planning staff.

(Ord. No. 09-28, § 2, 9-21-09; Ord. No. 21-02, § 2, 3-1-21)

Sec. 20-31. - Plat submission for major subdivision preliminary review.

(a) *Procedure.*

(1) Applications requiring planning commission approval, together with all requirements specified in this section, shall be submitted to, stamped received, dated and initialed by the administrative official. All required information shall be submitted to the administrative official at least fifteen (15) working days prior to a regularly scheduled meeting of the planning commission. Resubmission of plat and other information made pursuant to staff review of a plat shall be received at least ten (10) working days prior to a regularly scheduled planning commission meeting.

(2) Upon receipt of a complete application for any subdivision, the administrative official shall submit copies of the plans to the various city departments tasked with review, including the zoning administrator and the city engineer for review and approval. The zoning administrator and the city engineer shall submit written reports to the planning commission indicating code compliance or required changes. The administrative official shall include requirements of the zoning administrator and the city engineer, together with other requirements and/or recommended changes, in a report to the planning commission within thirty (30) days of receipt of the completed application.

(3) Upon receipt of the report from the administrative official for major subdivision requests, the planning commission shall give approval, approval with certain modifications, or disapproval of the preliminary plat, but in each case their action shall be taken within thirty (30) days after submission of the preliminary plat; otherwise, such plat shall be deemed approved and authorization to proceed based on the plat presented; however, that the applicant for the planning commission's approval may waive this requirement and consent in writing to an extension of such period. The grounds for approval or disapproval, and any conditions attached, of any preliminary plat shall be stated in the records of the planning commission. In addition, the applicant must be notified in writing of the actions taken by the planning commission. No plat shall be acted upon by the planning commission without affording the subdivider a hearing, notice of time and place of which shall be sent by registered or certified mail to the applicant not less than five (5) days before the scheduled date. It is expressly understood that the planning commission shall not act to override the authorized requirements of other agencies or city departments. It may, however, seek to bring agreement in case of conflicts between the various reviewing agencies, or a reviewing agency and the subdivider.

(4) The planning commission approval of the preliminary plat constitutes authority to the subdivider to construct site improvements in accordance with the approved preliminary plat. Preliminary plat approval shall be valid only for tw In the event site improvements are not completed within two (2) years after preliminary plat approval, the plat mus resubmitted as a new application subject to the subdivision regulations as amended to that date.

(b) *Requirements.* The subdivider or their representative shall submit information in the format, quantities and sizes as described in the latest departmental policy statement on plat submissions, with said information to include all of the following:

(1) *Name.*

a. Name of subdivision if property is within an existing subdivision.

b. Proposed subdivision name if not within a previously platted subdivision. The proposed name shall not duplicate the name of any plat previously recorded.

(2) *Ownership.*

a. Name and address, including telephone number, of legal owner or agent of the property involved in the subdivision.

b. Name and address, including telephone number, of the professional person(s) responsible for this subdivision's design, or for the design of any public improvements, and for the surveys.

(3) *Location.*

a. A vicinity map at scale of not less than one (1) inch equals one (1) mile, showing the relationship of the proposed subdivision to surrounding existing development and the existing street system.

(4) *Existing conditions.*

a. Graphic scale, north point and date. The north point shall be identified as magnetic, true or grid north.

b. Exact boundaries of the total tract of land being subdivided, shown with bearings and distances indicated and with a degree of accuracy such that the error of closure shall comply with the standards set forth by the South Carolina Board of Engineering Examiners.

c. Property lines within and adjoining the subdivision.

d. Names of adjoining subdivisions.

e. Deed record names of adjoining property owners.

f. The location of existing streets, buildings, railroads, transmission lines, sewers, culverts, drainpipes, water mains, public utility easements and other recorded easements and rights-of-way, both on and adjacent to the tract being subdivided.

g. The location of marshes, wetlands, streams, lakes, swamps, and land subject to flood, based on a one hundred-year frequency flood.

h. All land elevations expressed in mean sea level datum.

i. The boundaries of all protected wetlands as verified by the U.S. Army Corps of Engineers.

j. The critical line, base line and oceanfront setback line, as verified by the South Carolina Department of Health and Environmental Control—Office of Ocean and Coastal Resources Management.

k. The location of any established spoilage easements.

l. The location of city limit lines, if applicable.

m. Upon request, a topographic map at a vertical interval of not more than five (5) feet.

(5) *Proposed conditions.*

a. The location, width, classification and name of all public streets, alleys and other public ways, including the widt surface and the right-of-way.

b. The location, width and name of all private streets, including the width of paved surface and the right-of-way.

c. The location and width of all utility and other types of easements.

d. The location of all lot and property lines with bearings and distances, lot and block numbers consecutively numbered, and building setback lines.

e. The location of site setbacks, if applicable.

f. The location of property lines with bearings and distances of all property to be dedicated to the public and conditions of such dedication.

g. The location of property lines with bearings and distances of all property to be owned in common and conditions of such ownership and use.

h. The location of property lines with bearings and distances of all property reserved as common open space with type of open space, the conditions of use, and the square footage of each parcel identified.

i. The location of all property monuments.

j. Identification of the use of all lots.

k. Site data:

1. Acreage in total tract;
2. Square footage of smallest lot;
3. Total number of lots;
4. Linear feet of streets;
5. Square footage of common open space, excluding land area to be occupied by structures;
6. Square footage of common open space located within site setback area;
7. Square footage or acreage of total land area proposed to be sold or transferred as private lots;
8. Square footage or acreage of total land area proposed to be owned in common (open space, streets, etc.);
9. Square footage or acreage of total land area to be dedicated to the public;
10. Excluding 7, 8, and 9 above, square footage or acreage of total land area to be reserved, owned, sold or otherwise used by the subdivider;
11. Tax map reference and existing zoning designation.

l. For resubdivision of previously platted property, a certified copy of the existing plat of record with the proposed resubdivision superimposed thereon.

(6) *Construction plans.* See plan submission policy for a complete list of elements that comprise a complete set of construction plans.

Plan Submission Policy

North Myrtle Beach

Case type	Submittal requirements (# of copies/sizes, scale, and contents)
Subdivisions	

Preliminary	Four (4) copies of a sketch plan and plat sheet(s) at a scale between 1:10 and 1:100 and four (4) copies of construction plans at a scale between 1:10 and 1:50 on 24"×36" paper. *See the reverse side for a complete list of elements that comprise a complete set of construction plans. **Also see the latest departmental policy statement for an overview of the preliminary platting process and the land development regulations for code requirements.
Final (major or minor)	Four (4) copies of plat sheets at the same scale as the preliminary plat, if applicable, on 24"×36" paper. *See the latest departmental policy statement for an overview of the final platting process and the land development regulations for code requirements.
Site-specific development plans	
Non-Residential/Multifamily Residential	Seven (7) copies of complete plans at a scale between 1:10 and 1:50 on 24"×36" paper. *See the latest departmental policy statement for an overview of the site-specific development plan process and the land development regulations for code requirements.
Planned development districts	
Newly proposed	Number of copies, sizes and scale are not specifically listed and are negotiable. *See the zoning ordinance, section 23-29 for a complete list of submission requirements.
PDD amendment (major or minor)	Ten (10) copies of application and amended plan sheets at a reasonable scale on appropriately sized paper based on the nature of amendment and staff consultation. *See the latest informational brochures for an overview of the major PDD amendment process.
As-built plans and close-out packages	
Subdivisions, private site developments, and PDDs	*See public works final inspection and acceptance list for requirements.

(Ord. No. 09-28, § 2, 9-21-09; Ord. No. 12-27, § 1, 12-3-12; Ord. No. 14-37, § 3, 11-17-14)

Sec. 20-32. - Plat submission for major subdivision final review.

(a) *Procedure.*

(1) After completion of the physical development of all or any approved phase of area shown on an approved prelimin after having guaranteed to the satisfaction of the city the installation of such improvements, the subdivider shall su completed application of the final plat to the director of planning and development, or their authorized representat subdivider chooses to request final plat approval before all physical infrastructure improvements and development on the approved preliminary plans) is completed to the satisfaction of the city, agreement guaranteeing the improv a bond in the amount of one hundred twenty-five (125) percent of the estimated cost of the improvements remaini completed shall be submitted to the city. Upon determination that the final plat is in substantial compliance with th preliminary plat, or a bond of guarantee has been provided to assure compliance, the director of planning and deve or their authorized representatives shall distribute copies of the final plat for review by the zoning administrator an engineer. The director of planning and development, or their authorized representatives shall include reviews by th city departments, together with other requirements and/or recommended changes, in a report to the planning com within thirty (30) days of receipt of the completed application.

(2) Upon receipt of the report from the administrative official, the planning commission shall give approval, approval with certain modifications, or disapproval of the final plat, but in each case their action shall be taken within thirty (30) days after submission of the final plat; otherwise, such plat shall be deemed approved and the applicant must be issued a letter of approval and authorization to proceed based on the plat presented; however, that the applicant for the planning commission's approval, may waive this requirement and consent in writing to an extension of such period. The grounds for approval or disapproval, and any conditions attached, of any final plat shall be stated in the records of the planning commission. In addition, the applicant must be notified in writing of the actions taken by the planning commission. No plat shall be acted upon by the planning commission without affording the subdivider a hearing thereon, notice of time and place of which shall be sent by registered or certified mail to the applicant not less than five (5) days before the scheduled date.

It is expressly understood that the planning commission shall not act to override the authorized requirements of other agencies or city departments. It may, however, seek to bring agreement in case of conflicts between the various reviewing agencies, or a reviewing agency and the subdivider.

(3) The planning commission approval of the final plat constitutes authority to the subdivider to record the plat with the Horry County Register of Deeds when duly signed and certified approved for recording by the administrative official of the planning commission. Approval is contingent upon the plat being recorded within sixty (60) days after the planning commission approval date.

(b) *Requirements.* The final plat shall be prepared by a registered surveyor or civil engineer and shall conform substantially to the preliminary plat as approved. The final plat shall be drawn at the same scale as the preliminary plat and shall include the following information:

(1) Name of owner of record.

(2) Name of subdivision, date, north point and graphic scale.

(3) Name and seal of registered surveyor or civil engineer.

(4) Name of municipality in which subdivision is located, and city limit lines if applicable.

(5) Exact boundaries of the tract of land being subdivided shown with bearings and distances.

(6) Lot lines with bearings and distances, and lot and block numbers.

(7) Exact boundaries with bearings and distances of all property to be owned in common, identified as common area.

(8) Streets, alleys, rights-of-way, street names, parks, school sites and other lands to be dedicated to the public.

(9) Private street rights-of-way, clearly shown on the plat as privately maintained streets and common area, and

street names.

(10) Accurate description of the location of all monuments and markers.

(11) Existing railroads and watercourses.

(12) Utility easements and width for:

a. Water;

b. Gas;

c. Sanitary sewer;

d. Storm drainage;

e. Electrical lines.

(13) Final finished contours and the resultant areas subject to inundation by a one hundred-year flood.

(14) If applicable, the following information shall be referenced by title on the final plat with a statement that the referenced information has been recorded at the Horry County Register of Deeds as a component of the final plat. Approval of a final plat by the planning commission is conditioned upon the recordation of the following information, when required:

a. Declaration establishing restrictions for the preservation of common areas.

b. Declaration establishing an association of owners with responsibility for ownership and maintenance of common areas.

c. A disclosure statement signed by the owner/subdivider outlining the maintenance responsibilities for private streets and other common areas. Such statements shall include language obligating the owners and their agents to furnish each initial lot purchaser with a copy of the recorded disclosure statement prior to purchase.

d. For private streets, a maintenance agreement signed by the owner/subdivider and approved by the planning commission.

(15) *Final certifications.* All certificates shall be submitted in the format as described in the latest departmental policy statement.

(Ord. No. 09-28, § 2, 9-21-09; Ord. No. 12-27, § 2, 12-3-12; Ord. No. 14-10, § 2, 4-21-14)

Secs. 20-33, 20-34. - Reserved.

DIVISION 4. - REQUIRED IMPROVEMENTS

Sec. 20-35. - Permanent reference points.

(a) *Monuments.* Within each block of a subdivision, at least two (2) monuments designed and designated as control corners shall be installed. The surveyor shall employ additional monuments if and when required. All monuments shall be constructed of concrete and shall be at least four (4) inches in diameter or square and not less than three (3) feet in length. Each monument shall have embedded in its top or attached by a suitable means a metal plate of noncorrosive materials and marked plainly with the surveyor's registration number, the month and year it was installed and the words "monument" or "control corner." A monument shall be set at least thirty (30) inches in the ground with at least six (6) inches exposed above finished grade unless this requirement is impractical.

(b) *Property markers.* A steel or wrought iron pipe or the equivalent, not less than three-fourths (¾) inch in diameter and

at least thirty (30) inches in length, shall be set at all property corners, except those located by monuments.

(c) *Degree of accuracy.* Monuments and property markers shall be measured and installed to an accuracy in accordance with accepted professional standards.

(d) All monuments and markers shall be referenced to the current horizontal and vertical datum in the public works department.

(Ord. No. 09-28, § 2, 9-21-09)

Sec. 20-36. - Required improvements.

Approval of the final plat shall be subject to the subdivider's having installed the improvements hereinafter designated or having guaranteed, to the satisfaction of the city, the installation of such improvements. See section 20-32, plat submission for major subdivision final review for details.

(1) *Installation of required improvements.* The following improvements shall be satisfactorily installed in accordance with city standard specifications or guaranteed prior to final plat approval:

a. *Street improvements.* Land designated for streets and roads shall be constructed in accordance with these regulations and the specifications set forth in the state highway department's "Standard Specifications for Highway Construction" and shall be approved by the city engineer. Street name signs and regulatory signs required by the "Manual or Uniform Traffic Control Devices" shall be installed on public or private streets. All street design and installation shall conform to the "Complete Streets" design standards in section 20-40 and the street planning manual.

b. *Streetscape improvements.* Pedestrian (sidewalk) and bicycle facilities, street trees and transit facilities shall conform to section 20-40 and the street planning manual, and be included as required physical improvements.

c. *Drainage.* Storm sewers, including open ditches and rights-of-way, shall be provided for the proper drainage of all surface water and shall be approved by the city engineer.

d. *Public water and sewer systems.* All extensions of public water and sanitary sewer systems shall have the approval of the appropriate city departments involved and shall be constructed according to standards under the supervision of the city engineer.

e. *Other required improvements.* Any other physical improvements included as a condition for preliminary subdivision plat approval by the planning commission, (and noted on that approved plan or in meeting minutes), shall be considered a "required improvement" for final subdivision plat approval.

f. Final inspection and acceptance list if not completed to the satisfaction of the city.

(2) *Financial guarantee for completion of required improvements.* In lieu of completion of required improvements prior to approval and recording of a final plat, the subdivider shall provide the city with a financial guarantee that is adequate to insure the actual construction and installation of the required improvements pursuant to subsection 20-36(1). The financial guarantees may be in the form of a cash bond, letter of credit or performance bond and shall be subject to the following requirements:

a. The guarantee shall be in a form acceptable to the city engineer and the city attorney. The surety must be in an amount equal to at least one hundred twenty-five (125) percent of the cost of the improvement. This surety must be in favor of the city to ensure that, in the event of default by the developer, funds will be used to install the required improvements at the expense of the applicant.

b. Cash bonds shall be either certified checks or cash. Performance bonds shall be issued by a surety company

licensed to do business in the State of South Carolina. Letters of credit shall be issued by a state or federally licensed financial institution.

c. Any guarantee submitted must include a statement indicating the date when all required improvements must be completed.

d. All guarantees shall be made payable to the City of North Myrtle Beach. Extensions or revisions of the guarantee may be made for good cause, upon the mutual agreement of the developer and the city.

During the process of construction, the city may reduce the dollar amount of any cash bond or letter of credit to reflect the current cost to complete the remaining work. The amount of reduction shall be approved by the city engineer. If the amount of the letter of credit is reduced, then a new letter of credit reflecting the new amount must be issued to the city. No guarantee can be reduced more than twice during construction.

The guarantee will be returned to the developer upon completion of the required improvements. If the improvements are not made by the stated completion date, the city reserves the right to forfeit the guarantee and install the required improvements.

(Ord. No. 09-28, § 2, 9-21-09; Ord. No. 15-32, § 1, 10-19-15; Ord. No. 20-33, § 2, 11-2-20)

Secs. 20-37—20-39. - Reserved.

DIVISION 5. - MINIMUM DESIGN STANDARDS

Sec. 20-40. - Complete streets.

(a) *Conformity to existing maps, plans or policies.* The location and width of all proposed streets shall be in conformity with official plans and maps of the city and with existing or amended plans of the planning commission. All streets shall be designed and operated to enable safe access for all users. Pedestrians, bicyclists, motorists and transit riders of all ages and abilities must be able to safely move along and across a "complete street."

(b) *Continuation of adjoining street system.* The proposed street layout shall be coordinated with the street system of the surrounding area. Where feasible, all existing principal streets shall be extended so as to prevent increased traffic congestion on the overall street network. The planning commission, during the subdivision approval process, will determine feasibility as well as judge, and possibly require mitigation of, negative impacts if a proposed neighborhood design does not adequately connect to the adjoining street system.

(c) *Access to adjacent properties.* To provide for street access to adjoining property, proposed streets shall be extended by dedication of right-of-way to the boundary of such property and a temporary turnaround shall be provided until connection is achieved.

(c.1) *External access.* Subdivisions shall require sufficient external access points to the existing or future roadway network and shall be provided as follows:

(1) Any residential development between thirty (30) and fifty (50) lots or dwelling units shall be provided with one (1) separate and approved fire apparatus access road as defined in the latest edition of the South Carolina Fire Code, in addition to one (1) improved primary access road. Any fire apparatus access road may be located within a private easement; however, all primary access roads must be located within a public or private right-of-way.

(2) Any residential development between fifty-one (51) and two hundred forty-nine (249) or more lots or dwelling units shall include a minimum of two (2) improved access points within a public or private right-of-way.

(3) Residential developments of two hundred fifty (250) or more lots or dwelling units shall provide three (3) separate a points within a public or private right-of-way. Where three (3) or more access points are required, the planning com may waive the requirement for immediate construction of more than two (2) access points, provided the subdivisio and engineering design illustrates the additional required connections.

(4) Exceptions to these standards may be allowed by the planning commission during approval of the preliminary plat of a major subdivision, or a minor final plat of subdivision and concept plan, but only in exceptional cases where limited frontage, natural features (topography, the presence of environmentally sensitive areas), or similar circumstances preclude the required connections and there is no substantial impact to emergency service delivery.

The planning commission shall not grant an exception unless the following is determined:

a. The granting of an exception will not be detrimental to the public safety, health, or welfare or injurious to other property or improvements in the neighborhood in which the property is located;

b. The conditions upon which the request for an exception are based are unique to the property for which the exception is sought;

c. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a compelling and detrimental condition to the owner would result, as distinguished from a mere inconvenience, if the strict letter of this Code is enforced;

d. The purpose of the exception is not based primarily upon financial consideration.

In granting an exception, the planning commission may require such conditions as will, in its judgment, to secure substantially the objectives of the standards or requirements of this Code.

(d) *Public and private streets.* Except as otherwise provided in this section, all lots created after the effective date of this section shall abut a public street.

(1) Developments as allowed in the zoning ordinance may utilize private streets that meet the design standards in the street planning manual, and are not intended for dedication to the public, provided:

a. The proposed development will have direct access and at least one (1) connection onto a public street;

b. Proposed streets connecting two (2) or more public streets or serving as the sole access to adjacent properties may be required to be public by the planning commission, with recommendations from the director of public works and director of planning and development. If such streets are approved to be private, they shall not be gated, obstructed, or access-controlled in any manner;

c. Continuation of the adjoining street system will not be obstructed;

d. Street access to adjoining properties will not be obstructed;

e. The subdivider's maintenance plan, as required by subsection 20-32(b)(14), demonstrates that the private streets will be properly maintained.

f. A private street shall not be the sole connection between two (2) public streets;

g. The words "private street" shall be incorporated into all private street sign blades, small enough to avoid competing with the roadway name, but large enough to easily read.

(2) Lots intended solely for the location of public or private utility infrastructure, such as (but not limited to) water, sewer or storm water pump stations, electric, gas or other energy production and distribution substations, or communications infrastructure, may be accessed by easements and shall be exempt from the requirement to abut a public or private street. When platted, such lots shall be clearly labeled as a "utility/infrastructure parcel not intended for habitable structures."

(e) *Street names.* For 911 emergency services provision, proposed streets which are obviously in alignment with other existing and named streets shall bear the assigned name of the existing streets. In no case shall the names of proposed streets duplicate or be phonetically similar to existing street names, irrespective of the use of suffix "street," "avenue," "boulevard," "drive," "place," "court," etc.

(f) *Local streets.* Local streets shall be so laid out that their excessive use by through traffic will be discouraged. However, to decrease the number of local trips and congestion on major roadways, provision for cross access (as described in (b) and (c) of this section) must not be totally eliminated in the process. While extensions of principal streets need to serve through traffic, the connections of local streets may be designed to be primarily useful to local residents of that area.

(g) *Residential buffers for arterial or collector streets.* Where a subdivision abuts or contains an existing or proposed arterial or collector street, the planning commission may require marginal-access streets, double frontage with screen planting contained in a nonaccess reservation along the rear property line, deep lots with rear service drives, or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic.

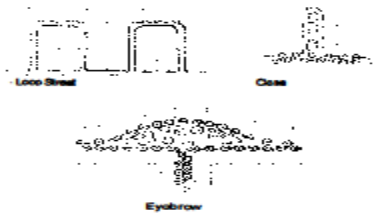
(h) *Reserved strips prohibited.* Reserved strips at the terminus of a new street shall be prohibited.

(i) *Street jogs.* Street jogs with center line of less than two hundred (200) feet shall be avoided.

(j) *Right angle intersections.* Street intersections shall be as nearly at right angles as practicable.

(k) *Cul-de-sac.* The total length of permanent dead-end streets (including cul-de-sac streets) shall not exceed fifteen (15) percent of the overall length of streets proposed in a development. Individual dead-end and cul-de-sac streets shall not exceed six hundred (600) feet in length. Although through access for motorized vehicle ends, through bicycle and pedestrian access must be maintained. The planning commission shall require culs-de-sac to include pedestrian connections to abutting streets wherever practicable. At the discretion of the planning commission, limits on the length of permanent dead-end streets (including cul-de-sac streets) may be waived in situations involving smaller subdivisions, where environmental, topographic or other limitations render compliance impractical.

Dead-end streets shall be provided with a turnaround of sufficient dimensions to allow for adequate turning maneuvers. Alternatives to cul-de-sacs that have less impact on traffic congestion include loop streets, closes, and eyebrows as shown below:



Source: Metropolitan Government of Nashville & Davidson County, Tennessee, Walkable Subdivisions

(l) *Street design types.* Although this division describes and refers to street types by function (i.e. collector, arterial) that terminology is tied to the functional classification assigned by engineering professionals for movement of motor vehicles. These terms alone do not address the city's community design vision and commitment to "complete street"

design that safely serves all modes (pedestrian, bicycle, transit) of transportation. Additional street type terminology that provides better imagery regarding community design and adjacent land use criteria are described in detailed cross section designs shown in the street design guidelines section of Appendix A.

(m) *Design standards for streets.* The following street design standards shall be considered minimum requirements. All streets shall be designed using the city's design standards as contained in the street planning manual, as well as the engineering standards of the city public works department. In case of conflicts in the various sources for safety, design, and functionality standards; the city engineer will consult with the director of planning and development and both will determine the appropriate standard to be required.

(1) *Vertical design.* Vertical design shall be in accordance with the current edition of the AASHTO Manual. The minimum grade shall be 0.5 percent.

(2) *Right-of-way and pavement width.* Minimum right-of-way width shall be determined per the street planning manual. For all streets, pavement widths shall not be less than twenty (20) feet, except for alleys. All streets shall be designed and constructed with reference to the city's street planning manual.

(3) *Non-curb street design permitted.* When it is found to be in the public interest, a non-curb street design cross section in accordance with the public works department's subdivision construction specifications may be permitted in low-density residential areas.

(4) *Horizontal design.* Subdivision streets shall not be superelevated. (See street types and design in the street planning manual.)

(5) *Turnarounds.* The type and design of turnaround required shall be determined by the planning commission, with advice from the public works department.

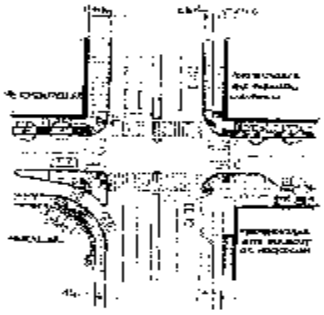
a. Turnarounds shall be designed to accommodate emergency and service vehicles as well as passenger cars. All circular turnarounds of fifty (50) feet or greater radius on permanent dead-end streets shall be hollow-core turnarounds, with center landscaped islands.

(6) *Transit stops.* At the request of the planning commission or coast RTA (Horry County's transit provider), if the development abuts a right-of-way with a planned or inadequate existing stop facility, a transit stop shall be incorporated into the proposed street design.

(7) *Intersection design standards:*

a. Intersecting streets should meet at a ninety-degree angle wherever possible.

b. Pedestrian bulbs and median refuges are techniques to ensure safety for all users of streets. The installation of pedestrian bulbs to decrease intersection crossing distance for pedestrians should be used wherever feasible, and may be required by the planning commission. A median refuge is used to accommodate pedestrians crossing the roadway in stages, and is required on any four-lane (or wider) roadway. An example of pedestrian bulbs and median refuges is shown below:



Source: [illegible]

c. *Intersection offset.* The centerline-to-centerline distance between offset T-type intersections shall be at least two hundred (200) feet along local streets and three hundred (300) feet when such T-type intersections occur along a collector street.

d. *Curb radius.* In general, when designing curb radii for street intersections, pedestrian safety, as well as safe turning movements for motorized vehicles, must be considered. The city engineer, in consultation with the director of planning and development, will determine the safest design for all modes.

e. *Number of intersecting streets.* Not more than two (2) streets shall intersect in any one (1) location unless otherwise specifically approved by the planning commission.

(8) *Construction of sidewalks.* Cement concrete standard sidewalks are required. Sidewalk width shall vary depending on the street type. Sidewalks shall not be located adjacent to the curb. The sidewalk will be separated from the curb by a planting strip. The planting strip width will depend on the street type.

(9) *Bicycle accommodation.* Any vaults, covers, castings, and drainage grates must be designed to accommodate bicycle travel. Bicycle lanes or separated path/trail may be required, with construction standards and width determined by street type.

(10) *Standard construction of crosswalks.* For higher volume residential streets, higher volume driveways, and all commercial streets, crosswalks may be required at intersections. Such determination shall be made by the city engineer, in consultation with the director of planning and development. Midblock crosswalk designs should be avoided; however, they may be allowed as a design exception by the city engineer. Marked crosswalks should correspond as much as possible with the natural path of travel. Also, crosswalks must have a thermoplastic, reflective surface that is visible in hours of darkness or during poor weather conditions. Textured and/or colored asphalt crosswalk applications are encouraged. No obstructions to pedestrian or driver visibility should be present within thirty (30) feet of the crosswalk. The design of all crosswalks, including signage, striping, curb ramps, surfacing, and visibility, shall comply with the standards of the South Carolina Department of Transportation and the Federal Highway Administration's Manual on Uniform Traffic Control Devices.

(11) *Easements.* For the purpose of maintaining appropriate distance between the actual placement of utilities and structures, utility easements adjacent to private street rights-of-way shall be designed using the city's design standards as contained in the street planning manual.

(12) *Design criteria.* For design criteria not specifically mentioned in this section, standards from the current SCDOT

and AASHTO standards as stated in "A Policy on Geometric Design of Highway & Streets" as well as the Institute for Transportation Engineers street design manual entitled "Context Sensitive Solutions in Designing Major Urban Thoroughfares for Walkable Communities" shall be used as references. The city engineer will determine the best criteria and apply that design criteria during development review.

(13) *Existing adjacent streetscapes.* Existing streets adjacent to the proposed development must be upgraded to these design standards for sidewalks and street trees on the side of the street adjoining the proposed development for subdivisions of four (4) or more lots. To assure continuity of the streetscape design and connectivity to a network of existing and future pedestrian facilities, the sidewalk component for this existing street requirement may be waived on a case-by-case basis. The conditions taken into consideration include whether future public plans call for sidewalk for the existing street, location of existing public sidewalks on the opposite side of the street, or if the location is determined by the city engineer to be physically unfeasible due to utility conflicts, right-of-way limitations or other technical reasons that would be impossible or highly impractical to overcome. Where such determination is made, the property owner shall choose from the following two (2) options: provide for a street tree and sidewalk easement not less than ten (10) feet in width, adjoining and running parallel to the existing street right-of-way, within which a sidewalk and street tree plantings comparable to those required herein are to be provided by and at the expense of the developer; or provide the city with a monetary proffer in an amount equivalent to the cost of installing sidewalks and/or street trees in accordance with this ordinance to be paid into a mitigation bank whose purpose is to retrofit existing public streets with sidewalks and street trees. The amount of said proffer shall be provided according to an estimate prepared by a licensed civil engineer and accepted by the city engineer. If any given parent parcel of land is subdivided into four (4) or more cumulative lots within a 36-month period, the requirement shall retroactively apply for sidewalk and street tree installation, or a monetary proffer in an amount equivalent to the cost of installing sidewalks and/or street trees in accordance with this ordinance to be paid into a mitigation bank as described above for all current and previous lots. The 36-month period begins upon the approval and recordation of the first minor subdivision plat of the parent parcel.

(Ord. No. 09-28, § 2, 9-21-09; Ord. No. 12-27, § 3, 12-3-12; Ord. No. 14-10, § 3, 4-21-14; Ord. No. 16-02, § 1, 2-1-16; Ord. No. 16-10, § 1, 4-18-16; Ord. No. 18-04, §§ 1, 2, 3-19-18; Ord. No. 18-14, § 1, 8-6-18; Ord. No. 20-26, § 2, 10-5-20; Ord. No. 20-33, §§ 3, 4, 11-2-20)

Sec. 20-41. - Easements.

Easements having a minimum width of eight (8) feet and located along the side or rear lot lines shall be provided as required for utility lines and underground mains and cables.

(Ord. No. 09-28, § 2, 9-21-09)

Sec. 20-42. - Blocks.

(a) *Length.* Block lengths shall not exceed six hundred (600) feet. At the discretion of the planning commission, limits on the block length may be waived in situations where environmental, topographic or other limitations render compliance impractical. The planning commission may require the provision of additional pedestrian and/or bicycle connectivity within the development to offset the losses from longer block lengths.

Where a waiver in the maximum block length results in street alignment(s) that could encourage excessive travel speeds, the planning commission may require design modifications incorporating traffic calming measures deemed acceptable by the city engineer.

(1) Length for walkable traditional neighborhood developments. Block lengths shall be between three hundred (300) ar hundred (400) feet; however, the maximum length may be allowed to increase to six hundred (600) feet if significan natural/recreational feature(s), (i.e. wetlands and/or parkland), were present or provided within the new block.

(b) *Widths.* Blocks shall have sufficient width to allow two (2) tiers of lots of minimum depth. Blocks may be one (1) lot in depth where single-tier lots are required to separate residential development from through vehicular traffic or nonresidential areas.

(c) *Perimeters.* Block perimeters shall not exceed two thousand (2,000) feet. At the discretion of the planning commission, where the limits on the block length is waived the block perimeter may also be increased.

(Ord. No. 09-28, § 2, 9-21-09; Ord. No. 17-06, § 1, 5-1-17)

Sec. 20-43. - Lots.

Residential lots shall meet the lot width, depth and area requirements of the zoning ordinance (Chapter 23 of this Code).

(1) *Orientation of lot lines.* Side lot lines shall be substantially at right angles or radial to street lines.

(2) *Lots abutting streets.* Except as provided in subsection 20-40(d), all lots shall abut a public street.

(3) *Building setback lines.* A building line meeting the front yard setback requirements of the zoning ordinance shall be established on all lots.

(Ord. No. 09-28, § 2, 9-21-09)

Sec. 20-44. - General suitability.

(a) The planning commission shall not approve a subdivision where the soil conditions have been determined not suitable for development purposes of the kind proposed.

(b) Land subject to flooding shall not be platted for residential occupancy, nor for such uses as may increase danger to health, life or property, or aggravate erosion or flood hazard.

(Ord. No. 09-28, § 2, 9-21-09)

Sec. 20-45. - Conversion of private streets to public streets.

To protect the city's financial position, a procedure for evaluation of converting existing private street to public streets shall be set forth, with the possible requirement of maintenance bonds or other measures to bring the private streets into an acceptable condition for public ownership and maintenance.

The following steps shall be followed:

(1) The director of public works shall examine the existing conditions of the subject street(s) and drainage systems to make recommendations as to any potential upgrades that may be needed to improve streets/drainage systems to current city standards prior to acceptance.

(2) The director of public works shall then determine the useful lifespan of the subject street(s)/drainage systems and make recommendations for any up-front maintenance payments, based on the average typical lifespan/maintenance cycle of a street in the city.

(3) If private streets are owned/maintained by a homeowner's association or property owner's association, sufficient documentation would need to be provided indicating satisfactory legal standing exists in order for that entity to make the request and to convey the street/drainage right-of-way to the city.

(4) The above information (steps 1—3) would be compiled in the form of a street acceptance resolution for city council consideration and action.

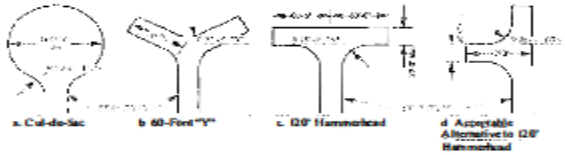
(Ord. No. 16-27, § 1, 8-1-16)

Sec. 20-46. - Special provisions regarding fire safety.

(1) All fire hydrants shall be the type that has Storz connectors per the North Myrtle Beach Public Works Department standard details and specifications.

(2) There shall be a maximum spacing between hydrants measured along the road and/or travel way of six hundred (600) feet in residential development and five hundred (500) feet in nonresidential development.

(3) Turnarounds are required along any dead-end road and/or travel way greater than one hundred fifty (150) feet in length and shall meet the following minimum standards:



Secs. 20-47—20-49. - Reserved.

APPENDIX A
RESERVED [4]

Footnotes:

— (4) —

Editor's note— Ord. No. 20-33, § 5, adopted November 2, 2020, repealed Appendix A, which pertained to complete street design guidelines and derived from Ord. No. 09-07, § 2, February 2, 2009; Ord. No. 15-33, § 1, October 19, 2015; Ord. No. 16-03, § 1, February 1, 2016; Ord. No. 17-13, § 1, June 5, 2017; Ord. No. 19-48, § 1, December 16, 2019.