

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: April 7, 2025

Agenda Item: 6D	Prepared by: Chris Noury, City Attorney	
Agenda Section: Unfinished Business: Ordinance. Second Reading	Date: April 4, 2025	
Subject: An ordinance regarding a Separate and Independent Amendment to The Parkway Group Planned Development District (PDD) Master Development Agreement for The Preserve	Division: Legal	
<p><u>Background:</u> The Developer for The Preserve area of the Parkway Group PDD is requesting an amendment to the Separate and Independent Amendment for The Preserve as follows:</p> <p>A. A <i>decrease</i> in the total residential development units (RDUs) from 826 to 597 in 3 separate phases/segments of the development:</p> <ul style="list-style-type: none"> • 135 Bayberry RDUs (formerly Multi-Family) • 235 Retreat RDUs (<i>from the original 229</i> Build-To-Rent RUDs) • 227 Indigo RDUs (formerly Paired Villas) <p>B. Triggers for the completion of the amenity areas are as follows:</p> <p>Regarding the Bayberry RDUs <i>and</i> the Retreat RDUs, the respective amenity areas for these segments will be completed at or before the issuance of Certificates of Occupancy for 50% of the RDUs in these segments. (67 Bayberry RDUs and 117 Retreat RDUs)</p> <p>Regarding the Indigo RDUs, the amenity area will be completed on or before the issuance of a Certificate of Occupancy for 50% of the RDUs in this segment. (113 Indigo RDUs)</p> <p>The Developer also made edits to the proposed Amendment to the Development Agreement regarding the status of roads (clarifying which roads are public or private) and that private roads will be maintained by a private owner’s association. The Developer also clarified the Retreat and Bayberry segments shall provide curbside trash collection services paid for through a private owner’s association.</p> <p>The document also now contains language that the Developer shall record cross-access easements on all private driveways within the Retreat segment, in favor of all adjoining lots located on the same street.</p> <p><u>Staff Comment:</u></p> <ul style="list-style-type: none"> • Public Works recommends fixing the discrepancy in the currently approved PDD Master Site Plan regarding the extension of Henry Road (which references the correct 3-lane, median-divided, public roadway) and the DA exhibit (which incorrectly shows a 2-lane roadway cross section). <p><u>Recommended Action:</u> Approve or deny the proposed Development Agreement on second reading</p>		
Reviewed by Department Head	Reviewed by Interim City Manager	Reviewed by City Attorney
<p>Council Action: Motion By _____ 2nd By _____ To _____</p>		

AN ORDINANCE

AN ORDINANCE TO APPROVE THE FIRST AMENDMENT TO THE SEPARATE AND INDEPENDENT AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT REGARDING THE PRESERVE WITHIN THE PARKWAY PDD AND TO AUTHORIZE THE INTERIM CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF NORTH MYRTLE BEACH

WHEREAS, the Developer for the Preserve within the Parkway PDD has proposed the First Amendment to the Separate and Independent Amendment to the Parkway PDD regarding the Preserve; and

WHEREAS, the proposed amendment to the above referenced document sets forth the amendments to the Agreement.

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

Section 1: The document identified as the First Amendment to the Separate and Independent Amendment to the Master Development Agreement for the Parkway PDD Development Agreement regarding the Preserve is hereby approved.

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

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

DONE, RATIFIED AND PASSED THIS _____ DAY OF _____, 2025.

ATTEST:

Mayor Marilyn Hatley

City Clerk

APPROVED AS TO FORM:

City Attorney

FIRST READING: 3.10.2025
SECOND READING: 4.7.2025

REVIEWED:

Interim City Manager

ORDINANCE: 25-12

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF HORRY)

**FIRST AMENDMENT TO THE
SEPARATE AND INDEPENDENT
AMENDMENT TO THE MASTER
DEVELOPMENT AGREEMENT
(The Preserve)**

THIS FIRST AMENDMENT TO THE SEPARATE AND INDEPENDENT AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT (this “Agreement”) entered into as of the Effective Date (as defined herein) by and among the CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA (the “City”), a South Carolina municipal corporation, PRESERVE ACQUISITION I, LLC, South Carolina limited liability company, and PRESERVE ACQUISITION II, LLC, a South Carolina limited liability company (collectively, the “Developer”).

RECITALS:

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

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

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

WHEREAS, the Development Agreement, unless deemed extended by executive order of the Governor of South Carolina, was executed on January 9, 2009, and expires on January 9, 2029;

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

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

WHEREAS, Apache, acting together with Apartment Asset Advisors, LLC, a Florida limited liability company (the then Developer) ("**Apartment Asset Advisors**"), proposed an amendment to the Master Site Plan and the PDD (collectively the "**PDD Amendment**"), for a portion of the real property then owned by Apache, within the PDD, consisting of approximately 100 acres as shown on the Amended Site Plan Parcel (as defined herein) which PDD Amendment was approved by the City simultaneously with the approval of that certain Separate and Independent Amendment to the Master Development Agreement by and between the City, Apache, and Apartment Asset Advisors, effective October 25, 2023, and recorded November 20, 2023 in Deed Book 4747 at Page 3080 to include all signature pages, in the public records of Horry County, South Carolina (the "**Separate and Independent Amendment**");

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

WHEREAS, the Developer purchased the Apache Tract from Apache by way of a Purchase and Sale Agreement dated April 7, 2021, and such purchase closed on April 19, 2024; and

WHEREAS, the Parties now desire to enter into an amendment to this First Amendment to the Separate and Independent Amendment to the Development Agreement to reflect the current ownership interests of the Apache Tract.

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

1. **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. **Continuing Encumbrance.** Despite any change in ownership and/or the configuration and boundaries of the various tracts subject to the Development Agreement, as amended, and the Exhibits to the Development Agreement, previously subjected to the Development Agreement, as amended, by the Separate and Independent Amendment and this Agreement, except as hereby expressly amended or supplemented, shall remain in full force and effect. Notwithstanding any change in ownership and/or the configuration or boundaries of the Apache Tract subjected to the Development Agreement, as amended, and the boundaries of the Exhibits attached to the Development Agreement, whether previously and currently encumbered by the Development Agreement, as amended by the Separate and Independent Amendment and this Agreement, except as hereby expressly amended or supplemented, all terms and provision of the Development Agreement relating to the Apache Tract, including any portion of the Apache Tract which is included in the Amended Site Plan Parcel, shall remain in full force and effect (the “**Continuing Encumbrance**”).

3. **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.

4. **Amendment to Section 6.** Section 6 of the Separate and Independent Amendment to the Master Development Agreement is amended as to the Amended Site Plan Parcel only, by deleting the current Section 6 in its entirety and replacing it with the following Section 6.

6. Development Schedule/Completion Triggers. The Amended Site Plan Parcel shall be developed in accordance with **Exhibit “H”** and the development schedule set forth in **Exhibit “N”** below (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 23** 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.

Developer intends to include within the mixed-use development of the Amended Site Plan Parcel (the “**Project**”) a maximum of 597 residential development units (“**RDU**s”), in three separate segments or phases, each with its own amenity area, as follows and as shown in the PDD as well as **Exhibit “H”** showing the Master Site Plan for the Amended Site Plan Parcel:

- a. 135 Bayberry (formerly Multifamily) RDUs.
- b. 235 Retreat (formerly Build-To-Rent) RDUs.
- c. 227 Indigo (formerly Paired Villa) RDUs.

With respect to each of the three segments of residential development, their respective amenity areas will be completed, and a certificate of occupancy issued, at or prior to the issuance of certificates of occupancy for fifty percent (50%) of the RDUs in the applicable segment (e.g., segment a., 67 Bayberry RDUs, and segment b., 117 Retreat RDUs, and segment c., 113 Paired Villa RDUs).

If Developer does not secure the certificates of occupancy on the terms as here specified, notwithstanding any other remedy that may be available to the City at law, or in equity, as a result of a Developer default under this Agreement, Developer and the City agree that the City may elect to (i) withhold issuance of building permits on the Amended Site Plan Parcel until such default is cured, or (ii) seek injunctive relief to stop any such continuing Developer default.

5. **Amendment to Section 8.** Section 8 of the Separate and Independent Master Development Agreement is amended as to the Amended Site Plan Parcel only, by deleting a paragraph of the current Section 8 in its entirety and replacing it with the following Section 8:

With respect to the Amended Site Plan Parcel only and notwithstanding anything to the contrary in the Master Development Agreement, the City hereby agrees that upon Apache's proper submission and City approval of the necessary application and required supporting documentation including, but not limited to, the Project Pattern Book(s) required above, the approved density for the Amended Site Plan Parcel shall be a maximum of 597 RDUs as approved in the First Master Amendment and as generally depicted on **Exhibit "B"** attached hereto (which is provided merely to generally reflect the agreed upon density only and not with respect to building specifics, location or design etc.). The parties also agree that such approved density for the Amended Site Plan Parcel may not increase without the City's approval of a major amendment to the PDD zoning. In the event Apache applies for a reduction in the approved density for the Amended Site Plan Parcel, such submittal may be considered by the City as a minor amendment to the PDD.

6. **Independent Amendment.** In accordance with the Continuing Encumbrance provision contained herein, this Agreement is intended to be applicable only to the Amended Site Plan Parcel, and shall not be deemed applicable to any other portion of the Land which is subject to the Development Agreement, as amended, or to any other Landowner within the PDD, who is not a successor or assign of Apache. Notwithstanding the above, to the extent more than one parcel of real property within the Amended Site Plan Parcel is owned by the same owner, a default as to the obligations of that owner with regards to one parcel shall also constitute a default as to the obligations of that same owner as to any other parcels owned by such owner. For purposes of clarity, a default by any owner of real property within the Amended Site Plan Parcel shall constitute a default as to that particular owner, and a default by one owner shall not be deemed to create a default by any other owner within the Amended Site Plan Parcel.

7. **Amendment to Section 16.** Section 16 of the Separate and Independent Master Development Agreement is amended as to the Amended Site Plan Parcel only, by deleting 16A and 16D of the current Section 16 and replacing those with the following:

A. **Roads.** All roads within the Project serving the Indigo shall be public roads.

All roads within the Project serving the Retreat and Bayberry segments shall be private roads as approved by the City Planning Commission as part of the subdivision plat approval process or approved by City staff as a part of site specific development plan review, and will be owned and maintained by a private Owners Association in perpetuity.

Notwithstanding the above provisions regarding any potentially applicable public roads within the Project, the City and Developer acknowledge that, prior to possible acceptance by the City as a public road, Developer reserves the right to close portions of the roads within the Project which are adjacent to Developer's model homes and/or sales center, so as to preclude access to the general public. During such temporary road closures, the City may continue to access and use such roads for public purposes.

The Developer shall record cross-access easements on all private roads and driveways within the Retreat segment, in favor of all adjoining lots located on the same street.

D. **Solid Waste and Recycling Collection.** The City shall provide solid waste and recycling collection services to the Indigo segment on the same basis as is provided to other residents and businesses within the City. Payment for such services to the City by an Owners Association or each individual RDU purchaser or owner is required in return for such service for each RDU and the City reserves the right to terminate or discontinue such service(s) to any RDU or group of RDUs until such payment(s) have been made. The Retreat and Bayberry segments will provide private trash services paid for through a private Owners Association.

8. **Restrictive Covenants.** The obligations and public benefits agreed to and accepted by Developer set forth in the Development Agreement, the Separate and Independent Amendment and this Agreement (collectively the “**Restrictive Covenants**”) shall run with the Amended Site Plan Parcel as continuing obligations, public benefits and restrictions. Developer further covenants and agrees that, to the extent the Amended Site Plan Parcel is encumbered by covenants, conditions and restrictions (the “**CCRs**”) as part of the development thereof, whether such CCRs are 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.

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

10. **No Default.** The parties acknowledge and represent that neither party to this Agreement is in default of the Development Agreement as amended.

11. **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.

12. **Effective Date.** The “Effective Date” of this Agreement shall be the date the last party signs this Agreement.

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

[Individual signature pages follow for each of the Parties]

[Signature page to the First Amendment to the Separate and Independent Amendment to Master Development Agreement for City of North Myrtle Beach]

CITY OF NORTH MYRTLE BEACH

Witness:

By: _____
Name: _____
Title: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGEMENT

PERSONALLY appeared before me the undersigned witness who made oath that (s)he saw the within named CITY OF NORTH MYRTLE BEACH by _____, its _____, sign and seal and as both his act and deed deliver the within written Agreement and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

Witness #1

Sworn to before me this ____ day of _____, 2025

Notary Public for _____
My Commission Expires: _____

EXHIBIT “B”

Master Site Plan for the Amended Site Plan Parcel

Bayberry (formerly Multifamily)



"END OF CITY MAINTENANCE" SIGN

BAYBERRY (FORMERLY MULTIFAMILY)

	COUNT	SETBACKS			PARKING
		FRONT	SIDE	REAR	
-	-	-	-	-	-
PAIRED VILLAS, TOWNHOMES	135	15	5	10	2



AVG. 20' NATURAL
WETLANDS BUFFER

WETLANDS

PRIVATE COMMON AREAS MAINTAINED
BY HOMEOWNERS ASSOCIATION

NAME TBD
(50' PRIVATE R/W)

TEAL NET DR
(50' PUBLIC R/W)

SUMMER BREEZE LN
(50' PUBLIC R/W)

LONG BRANCH
ROAD (100'
PUBLIC R/W)

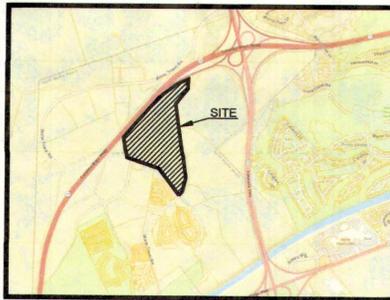
Retreat (formerly Build-to-Rent)



RETREAT (FORMERLY BUILD-TO-RENT)

LOT TYPE	COUNT	SETBACKS			PARKING
		FRONT	SIDE	REAR	
PAIRED VILLAS, TOWNHOMES	235	5	5	5	2
PARALLEL PARKING					10

Indigo at the Preserve (fka Paired Villa) and Henry Road



LOCATION MAP-NOT TO SCALE

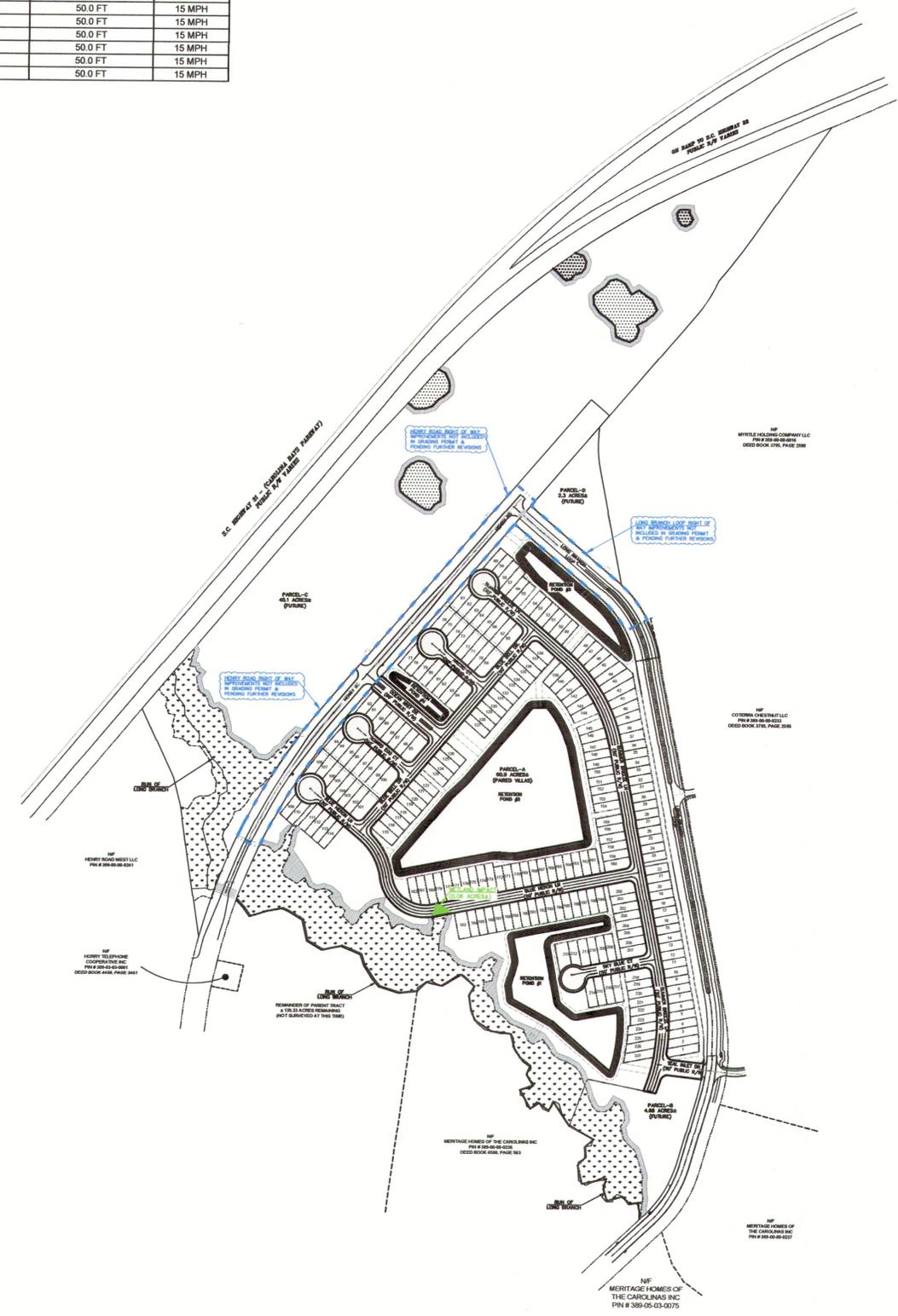
- SHEET INDEX**
- C1: MASTER PLAN
 - P1: PRELIMINARY PLAT-SHEET 1
 - P2: PRELIMINARY PLAT-SHEET 2
 - P3: PRELIMINARY PLAT-SHEET 3
 - P4: PRELIMINARY PLAT-SHEET 4
 - C2: VIEW KEY PLAN
 - C3: EROSION CONTROL PLAN-PHASE I (VIEW #EC1)
 - C4: EROSION CONTROL PLAN-PHASE I (VIEW #EC2)
 - C5: EROSION CONTROL PLAN-PHASE II (VIEW #I1)
 - C6: EROSION CONTROL PLAN-PHASE II (VIEW #I2)
 - C7: EROSION CONTROL PLAN-PHASE II (VIEW #I3)
 - C8: EROSION CONTROL PLAN-PHASE II (VIEW #I4)
 - C9: EROSION CONTROL PLAN-PHASE II (VIEW #I5)
 - C10: EROSION CONTROL PLAN-PHASE II (VIEW #I6)
 - C11: EROSION CONTROL PLAN-PHASE II (VIEW #I7)
 - C12: EROSION CONTROL PLAN-PHASE II (VIEW #I8)
 - C13: EROSION CONTROL PLAN-PHASE II (VIEW #I9)
 - C14: EROSION CONTROL PLAN-PHASE III (VIEW #EC1)
 - C15: EROSION CONTROL PLAN-PHASE III (VIEW #EC2)
 - C16: EROSION CONTROL DETAILS
 - C17: PROPOSED GRADING PLAN (VIEW #G1)
 - C18: PROPOSED GRADING PLAN (VIEW #G2)
 - C19: PROPOSED GRADING PLAN (VIEW #G3)
 - C20: PROPOSED GRADING PLAN (VIEW #G4)
 - C21: PROPOSED GRADING PLAN (VIEW #G5)
 - C22: PROPOSED GRADING PLAN (VIEW #G6)
 - C23: PROPOSED GRADING PLAN (VIEW #G7)
 - C24: PROPOSED ROADWAY PROFILES
 - C25: PROPOSED ROADWAY PROFILES
 - C26: PROPOSED ROADWAY PROFILES
 - C27: PROPOSED ROADWAY PROFILES
 - C28: PROPOSED ROADWAY PROFILES
 - C29: ROADWAY CROSS SECTIONS
 - C30: ROADWAY CONSTRUCTION DETAILS
 - C31: PROPOSED DRAINAGE PLAN (VIEW #D1)
 - C32: PROPOSED DRAINAGE PLAN (VIEW #D2)
 - C33: PROPOSED DRAINAGE PLAN (VIEW #D3)
 - C34: PROPOSED DRAINAGE PLAN (VIEW #D4)
 - C35: PROPOSED DRAINAGE PLAN (VIEW #D5)
 - C36: PROPOSED DRAINAGE PLAN (VIEW #D6)
 - C37: PROPOSED DRAINAGE PLAN (VIEW #D7)
 - C38: PROPOSED DRAINAGE PROFILES
 - C39: PROPOSED DRAINAGE PROFILES
 - C40: PROPOSED DRAINAGE PROFILES
 - C41: PROPOSED DRAINAGE PROFILES
 - C42: CONSTRUCTION DETAILS
 - C43: GRAVITY SEWER PLAN (VIEW #S1)
 - C44: GRAVITY SEWER PLAN (VIEW #S2)
 - C45: GRAVITY SEWER PLAN (VIEW #S3)
 - C46: GRAVITY SEWER PLAN (VIEW #S4)
 - C47: GRAVITY SEWER PLAN (VIEW #S5)
 - C48: GRAVITY SEWER PLAN (VIEW #S6)
 - C49: GRAVITY SEWER PLAN (VIEW #S7)
 - C50: GRAVITY SEWER PROFILES
 - C51: GRAVITY SEWER PROFILES
 - C52: GRAVITY SEWER PROFILES
 - C53: WATER DISTRIBUTION PLAN (VIEW #W1)
 - C54: WATER DISTRIBUTION PLAN (VIEW #W2)
 - C55: WATER DISTRIBUTION PLAN (VIEW #W3)
 - C56: WATER DISTRIBUTION PLAN (VIEW #W4)
 - C57: WATER DISTRIBUTION PLAN (VIEW #W5)
 - C58: WATER DISTRIBUTION PLAN (VIEW #W6)
 - C59: WATER DISTRIBUTION PLAN (VIEW #W7)
 - C60: WATER/SEWER CONSTRUCTION DETAILS
 - C61: ROAD SIGNAGE/OPEN SPACE PLAN (VIEW #R1)
 - C62: ROAD SIGNAGE/OPEN SPACE PLAN (VIEW #R2)
 - C63: ROAD SIGNAGE/OPEN SPACE PLAN (VIEW #R3)
 - C64: ROAD SIGNAGE/OPEN SPACE PLAN (VIEW #R4)
 - C65: ROAD SIGNAGE/OPEN SPACE PLAN (VIEW #R5)
 - C66: ROAD SIGNAGE/OPEN SPACE PLAN (VIEW #R6)
 - C67: ROAD SIGNAGE/OPEN SPACE PLAN (VIEW #R7)
 - L1: PROPOSED LANDSCAPING PLAN (VIEW #L1)
 - L2: PROPOSED LANDSCAPING PLAN (VIEW #L2)
 - L3: PROPOSED LANDSCAPING PLAN (VIEW #L3)
 - L4: PROPOSED LANDSCAPING PLAN (VIEW #L4)
 - L5: PROPOSED LANDSCAPING PLAN (VIEW #L5)
 - L6: PROPOSED LANDSCAPING PLAN (VIEW #L6)
 - L7: PROPOSED LANDSCAPING PLAN (VIEW #L7)
 - L8: PROPOSED LANDSCAPING DETAILS

GENERAL NOTE:
 CONTRACTOR SHALL NOTIFY ENGINEER PRIOR TO START OF ANY CONSTRUCTION AND PARTICIPATE IN ANY PRE-CONSTRUCTION CONFERENCES AS MAY BE REQUIRED.
 ANY INFORMATION SHOWN ON THESE DRAWINGS PERTAINING TO THE EXISTENCE, LOCATION OR ELEVATION OF EXISTING UTILITIES HAS BEEN TAKEN FROM INFORMATION SUPPLIED BY OTHERS. THE ENGINEER HAS PERFORMED NO EXCAVATIONS TO VERIFY THE ACCURACY OF THIS INFORMATION. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE APPROPRIATE AGENCIES TO OBTAIN AN ACCURATE FIELD LOCATION OF ANY AND ALL UTILITIES THAT MAY BE IN THE VICINITY OF THE PROPOSED WORK. THE CONTRACTOR SHALL VERIFY, BY FIELD MEASUREMENT, THE LOCATION AND ELEVATION OF ANY UTILITIES THAT MAY AFFECT CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN THE INFORMATION AS SHOWN ON THE DRAWINGS AND THAT OBTAINED BY FIELD MEASUREMENTS, AND OF ANY POSSIBLE CONFLICTS OR INTERFERENCES WITH THE PROPOSED WORK. THE ENGINEER SHALL BE ALLOWED THE TIME NECESSARY TO MAKE DESIGN REVISIONS REQUIRED TO MINIMIZE OR ELIMINATE DISCOVERED CONFLICTS.

FLOODZONE NOTE:
 THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 45051C 0591K DATED 12/16/2021. FLOOD ZONE LINES SHOWN HEREON ARE SCALED AND APPROXIMATE ONLY.

WETLANDS PER SAC-2023-0029 DATED MARCH 2, 2023

PROPOSED INTERNAL ROADWAY				
ROAD NAME	STREET TYPE	CL LENGTH	RIGHT OF WAY WIDTH	SPEED LIMIT
OCEAN MIST DRIVE	SUB-COLLECTOR	402 LF	66.0 FT	15 MPH
BLUE BELL DRIVE	ACCESS	1,100 LF	50.0 FT	15 MPH
TEAL INLET DRIVE	ACCESS	219 LF	50.0 FT	15 MPH
SUMMER BREEZE LANE	ACCESS	2,332 LF	50.0 FT	15 MPH
ARCTIC COURT	ACCESS	281 LF	50.0 FT	15 MPH
ROBINS EGG COURT	ACCESS	285 LF	50.0 FT	15 MPH
BLUE HERON COURT	ACCESS	1,628 LF	50.0 FT	15 MPH
SKY BLUE COURT	ACCESS	350 LF	50.0 FT	15 MPH



OVERALL ZONING TABLE	
PORTION OF TMS #	155-00-01-054
PORTION OF PIN #	389-00-00-0003
CURRENT OWNER	APACHE PROPERTIES LLC
ZONING	PDD
OVERLAY	N/A
AREA	114.2 ACRES±
DISTURBED AREA	101.9 ACRES±

ZONING TABLE-TRACT 3A (PAIRED VILLAS)	
TOTAL AREA	60.90 ACRES±
TOTAL WETLAND AREA	8.33 ACRES±
POND AREA	13.00 ACRES±
RIGHT OF WAY AREA	8.07 ACRES±
CURRENT OWNER	APACHE PROPERTIES LLC
ZONING	PDD
SETBACKS	15.0' FRONT
	5.0' SIDE
	10.0' REAR
TOTAL # OF UNITS	227 SF UNITS
GROSS DENSITY	3.73 UNITS PER ACRE
NET DENSITY	4.32 UNITS PER ACRE

APPROVED BY: *[Signature]*
 CITY OF NORTH MYRTLE BEACH
 AUG 27 2024

PUBLIC WORKS ENGINEERING
[Signature]

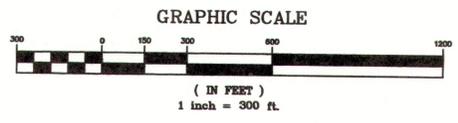
RECEIVED
 AUG 22 2024
 BY: _____

APPROVED
 JUN 18 2024

CITY OF NORTH MYRTLE BEACH APPROVED PLAN
 This design appears to meet the general intent and design intent set forth by City Standards and Specifications. This plan approval does not mean that the City assumes any liability of any kind for design errors and omissions by the Engineer or failure to comply with the approved design and of City standards and specifications by the Contractor. All liability is solely on the applicant.

Preliminary Plat Construction Drawings		
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Pin#:		
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Zoning	<i>[Signature]</i>	8/20/24
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Fire Prevention	<i>[Signature]</i>	8/28/24
Sanitation	<i>[Signature]</i>	8/28/24
Street/Drainage	<i>[Signature]</i>	8/23/24
Water/Sewer	<i>[Signature]</i>	8/23/24
Engineering	<i>[Signature]</i>	8/23/24

Site-Specific Development Plan Review		
Project Name:		
Project Address:		
TMS#:		
Pin#:		
Submittal Date:		
Approval Date:	Approved	Date
Planning		
Zoning		
Building		
Fire Prevention		
Sanitation		
Street/Drainage		
Water/Sewer		
Engineering		



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 8/20/2024
 MATTHEW J. NORRIS #41566 DATE



DN ENGINEERING INC.
 4664 DOCK ROAD
 CONWAY, SC 29526
 PHONE: 843-365-0187
 FAX: 843-365-6891
 EMAIL: dnorris@dnengineering.com

MASTER PLAN
THE PRESERVE
 NEW RESIDENTIAL SUBDIVISION
 LOCATED OFF HENRY RD & LONG BRANCH RD
 IN THE CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA
 PREPARED FOR:
 PRESERVE ACQUISITION I, LLC.

SCALE: SEE PLAN	
JOB NO.	THE-PRESERVE
DESIGNED BY:	M. NORRIS
DRAWN BY:	M. NORRIS
CHECKED BY:	D. NORRIS
DATE:	MAY 28TH, 2024

DATE	REVISIONS
7/31/2024	ADDED TUMBLINES ALONG HENRY RD & LONG BRANCH LOOP
7/23/2024	CHANGES PER GWSHA COMMENTS



SHEET NUMBER:
 C1
 1 OF 67

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EXHIBIT “H”

Master Site Plan for the Amended Site Plan Parcel

Bayberry (formerly Multifamily)



"END OF CITY MAINTENANCE" SIGN

BAYBERRY (FORMERLY MULTIFAMILY)

	COUNT	SETBACKS			PARKING
		FRONT	SIDE	REAR	
-	-	-	-	-	-
PAIRED VILLAS, TOWNHOMES	135	15	5	10	2



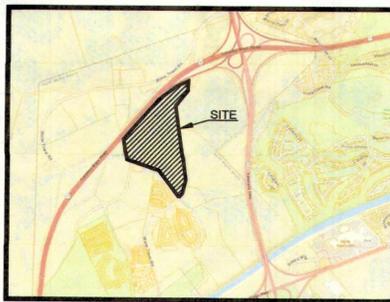
Retreat (formerly Build-to-Rent)



RETREAT (FORMERLY BUILD-TO-RENT)

LOT TYPE	COUNT	SETBACKS			PARKING
		FRONT	SIDE	REAR	
PAIRED VILLAS, TOWNHOMES	235	5	5	5	2
PARALLEL PARKING					10

Indigo (formerly Paired Villa) and Henry Rd.



LOCATION MAP-NOT TO SCALE

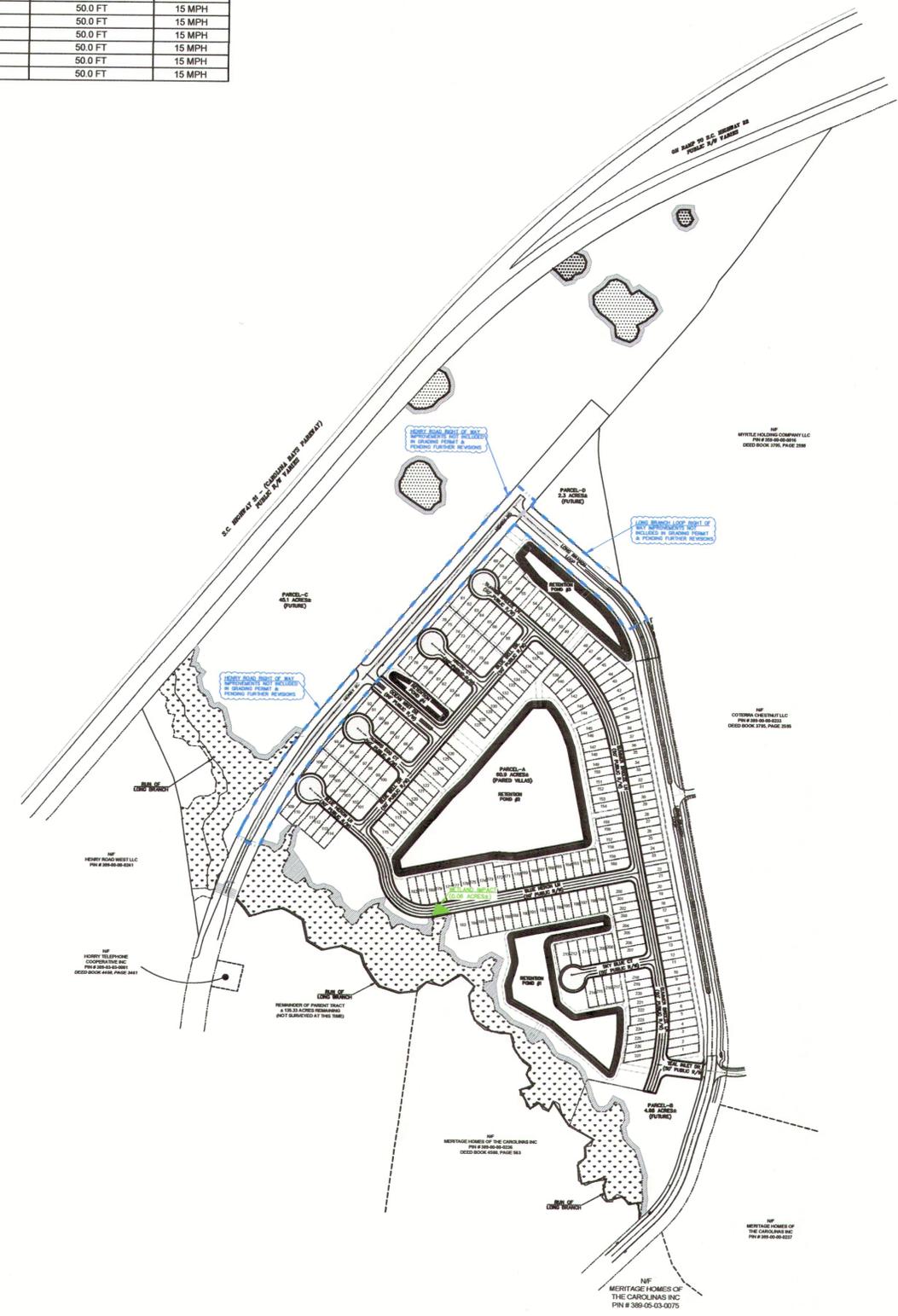
- SHEET INDEX**
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 - P2: PRELIMINARY PLAT-SHEET 2
 - P3: PRELIMINARY PLAT-SHEET 3
 - P4: PRELIMINARY PLAT-SHEET 4
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 - C3: EROSION CONTROL PLAN-PHASE I (VIEW #C1)
 - C4: EROSION CONTROL PLAN-PHASE I (VIEW #C2)
 - C5: EROSION CONTROL PLAN-PHASE II (VIEW #1)
 - C6: EROSION CONTROL PLAN-PHASE II (VIEW #2)
 - C7: EROSION CONTROL PLAN-PHASE II (VIEW #3)
 - C8: EROSION CONTROL PLAN-PHASE II (VIEW #4)
 - C9: EROSION CONTROL PLAN-PHASE II (VIEW #5)
 - C10: EROSION CONTROL PLAN-PHASE II (VIEW #6)
 - C11: EROSION CONTROL PLAN-PHASE II (VIEW #7)
 - C12: EROSION CONTROL PLAN-PHASE II (VIEW #8)
 - C13: EROSION CONTROL PLAN-PHASE II (VIEW #9)
 - C14: EROSION CONTROL PLAN-PHASE III (VIEW #C1)
 - C15: EROSION CONTROL PLAN-PHASE III (VIEW #C2)
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 - C17: PROPOSED GRADING PLAN (VIEW #1)
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 - C19: PROPOSED GRADING PLAN (VIEW #3)
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 - C22: PROPOSED GRADING PLAN (VIEW #6)
 - C23: PROPOSED GRADING PLAN (VIEW #7)
 - C24: PROPOSED ROADWAY PROFILES
 - C25: PROPOSED ROADWAY PROFILES
 - C26: PROPOSED ROADWAY PROFILES
 - C27: PROPOSED ROADWAY PROFILES
 - C28: PROPOSED ROADWAY PROFILES
 - C29: ROADWAY CROSS SECTIONS
 - C30: ROADWAY CONSTRUCTION DETAILS
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 - C35: PROPOSED DRAINAGE PLAN (VIEW #5)
 - C36: PROPOSED DRAINAGE PLAN (VIEW #6)
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 - C38: PROPOSED DRAINAGE PROFILES
 - C39: PROPOSED DRAINAGE PROFILES
 - C40: PROPOSED DRAINAGE PROFILES
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 - L7: PROPOSED LANDSCAPING PLAN (VIEW #7)
 - L8: PROPOSED LANDSCAPING DETAILS

GENERAL NOTE:
 CONTRACTOR SHALL NOTIFY ENGINEER PRIOR TO START OF ANY CONSTRUCTION AND PARTICIPATE IN ANY PRE-CONSTRUCTION CONFERENCES AS MAY BE REQUIRED.
 ANY INFORMATION SHOWN ON THESE DRAWINGS PERTAINING TO THE EXISTENCE, LOCATION OR ELEVATION OF EXISTING UTILITIES HAS BEEN TAKEN FROM INFORMATION SUPPLIED BY OTHERS. THE ENGINEER HAS PERFORMED NO EXCAVATIONS TO VERIFY THE ACCURACY OF THIS INFORMATION. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE APPROPRIATE AGENCIES TO OBTAIN AN ACCURATE FIELD LOCATION OF ANY AND ALL UTILITIES THAT MAY BE IN THE VICINITY OF THE PROPOSED WORK. THE CONTRACTOR SHALL VERIFY, BY FIELD MEASUREMENT, THE LOCATION AND ELEVATION OF ANY UTILITIES THAT MAY AFFECT CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN THE INFORMATION AS SHOWN ON THE DRAWINGS AND THAT OBTAINED BY FIELD MEASUREMENTS, AND OF ANY POSSIBLE CONFLICTS OR INTERFERENCES WITH THE PROPOSED WORK. THE ENGINEER SHALL BE ALLOWED THE TIME NECESSARY TO MAKE DESIGN REVISIONS REQUIRED TO MINIMIZE OR ELIMINATE DISCOVERED CONFLICTS.

FLOODZONE NOTE:
 THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 45051C 0591K DATED 12/16/2021. FLOOD ZONE LINES SHOWN HEREON ARE SCALED AND APPROXIMATE ONLY.

WETLANDS PER SAC-2023-0029 DATED MARCH 2, 2023

PROPOSED INTERNAL ROADWAY				
ROAD NAME	STREET TYPE	CL LENGTH	RIGHT OF WAY WIDTH	SPEED LIMIT
OCEAN MIST DRIVE	SUB-COLLECTOR	402 LF	66.0 FT	15 MPH
BLUE BELL DRIVE	ACCESS	1,100 LF	50.0 FT	15 MPH
TEAL INLET DRIVE	ACCESS	219 LF	50.0 FT	15 MPH
SUMMER BREEZE LANE	ACCESS	2,332 LF	50.0 FT	15 MPH
ARCTIC COURT	ACCESS	281 LF	50.0 FT	15 MPH
ROBINS EGG COURT	ACCESS	285 LF	50.0 FT	15 MPH
BLUE HERON COURT	ACCESS	1,628 LF	50.0 FT	15 MPH
SKY BLUE COURT	ACCESS	350 LF	50.0 FT	15 MPH



OVERALL ZONING TABLE	
PORTION OF TMS #	155-00-01-054
PORTION OF PIN #	389-00-00-0003
CURRENT OWNER	APACHE PROPERTIES LLC
ZONING	PDD
OVERLAY	N/A
AREA	114.2 ACRES±
DISTURBED AREA	101.9 ACRES±

ZONING TABLE-TRACT 3A (PAIRED VILLAS)	
TOTAL AREA	60.90 ACRES±
TOTAL WETLAND AREA	8.33 ACRES±
POND AREA	13.00 ACRES±
RIGHT OF WAY AREA	8.07 ACRES±
CURRENT OWNER	APACHE PROPERTIES LLC
ZONING	PDD
SETBACKS	15.0' FRONT
	5.0' SIDE
	10.0' REAR
TOTAL # OF UNITS	227 SF UNITS
GROSS DENSITY	3.73 UNITS PER ACRE
NET DENSITY	4.32 UNITS PER ACRE

APPROVED BY: *[Signature]*
 CITY OF NORTH MYRTLE BEACH
 AUG 27 2024

PUBLIC WORKS ENGINEERING
[Signature]

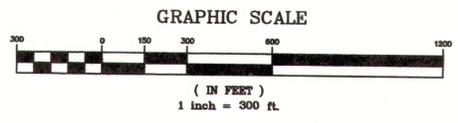
RECEIVED
 AUG 22 2024
 BY: _____

APPROVED
 JUN 18 2024

CITY OF NORTH MYRTLE BEACH APPROVED PLAN
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 MATTHEW J. NORRIS #41566 DATE



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DESIGNED BY:	M. NORRIS
DRAWN BY:	M. NORRIS
CHECKED BY:	D. NORRIS
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