

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: March 2, 2026

Agenda Item: 5B	Prepared By: L. Suzanne Pritchard, PLA, AICP, CFM
Agenda Section: Consent: Resolution	Date: February 25, 2026
Subject: Pre-annexation Agreement for Lot 29 of Ocean View Estates at 5604 Little River Neck Road [Z-26-5]	Division: Planning and Development

Background:

Paul Warren McCord and Patsy M. McCord, owners, have requested water and sewer service for Lot 29 in the Ocean View Estates subdivision located at 5604 Little River Neck Road and identified by PIN 352-02-01-0002. The property is not contiguous to the city limit, and the applicant has requested annexation and zoning as R-1 (Single-Family Residential Low Density) when the property does become contiguous to the City’s corporate boundary.

The applicant has signed pre-annexation restrictive covenants that would require the property owner to complete the annexation process when possible but would allow the property owner to receive city services in the interim. A copy of the pre-annexation restrictive covenants and draft resolution is attached for council’s review.

Recommended Action:

Adopt the resolution approving the pre-annexation of the property

Reviewed by Department Head	Reviewed by City Manager	Reviewed by City Attorney
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Council Action:
Motion By _____ 2nd By _____ To _____

RESOLUTION

**A RESOLUTION AUTHORIZING THE FILING OF
A RESTRICTIVE DEED COVENANT FOR LOT 29
IN THE OCEAN VIEW ESTATES SUBDIVISION LOCATED
AT 5604 LITTLE RIVER NECK ROAD IDENTIFIED
BY PIN 352-02-01-0002.**

WHEREAS, pursuant to 5-3-150 of the South Carolina Code of Laws, the power is granted to municipalities to annex contiguous property; and

WHEREAS, the City provides and maintains water and sewer services to annexed property; and

WHEREAS, the property owner of Lot 29 of Ocean View Estates located at 5604 Little River Neck Road, known as PIN 352-02-01-0002, is willing to enter into a pre-annexation agreement through a restrictive deed covenant until such time as the property becomes contiguous, at which time the Council may vote to annex the property; and

WHEREAS, the property owner will pay the cost of extending the water and sewer lines to the property, and all associated impact fees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Myrtle Beach, in Council duly assembled that the City Manager may enter into an agreement with the property owner of address which would allow the provision of water and sewer service upon filing the restrictive deed covenant with the Horry County Register of Deeds.

DONE, RATIFIED, AND PASSED THIS _____ DAY OF _____ 2026.

Mayor J.O. Baldwin, III

ATTEST:

Allison K. Galbreath, City Clerk

Resolution: RES 26-04

This covenant shall run with the land. All rights, powers and privileges hereby granted to the City of North Myrtle Beach shall pass to its successors and assigns and shall be binding upon Grantor its successors and assigns. It is hereby agreed that the conditions of this agreement, and this agreement itself, is a restrictive and covenant on the title to the within named property and binding upon the Grantor, its successors, and assigns.

WITNESS the execution hereof, this 25th day of February, 2026

Signed, Sealed and Delivered
In the presence of:

Daisy M. McLeod
Owner Signature 1

Paul W. McLeod
Owner Signature 2

Cynthia Cup
Witness #1

David E. Smith
Witness #2

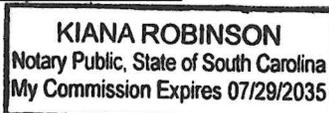
STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me _____, and made oath that he or she saw the within named **OWNER(S)** sign, seal and as his or her act and deed in the case of private person, or as the corporate act and deed, in the event of a corporation, and by its proper officers, deliver the within Restrictive Covenants, and the he or she, with _____ witnessed the execution thereof. Witness is not a party to or a beneficiary of the transaction.

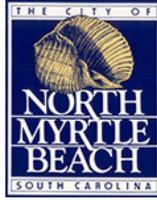
Sworn to and subscribed before me this 25th
Day of February, 2026.

Kiana Robinson
Notary Public for South Carolina
My Commission Expires: 07/29/2035



FILE NUMBER:	Z-26-5
Complete Submittal Date:	February 25, 2026

First Reading:	March 2, 2026
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**City of North Myrtle Beach,
SC**

Application for Pre-Annexation

The undersigned respectfully petition the Mayor and Council of the City of North Myrtle Beach, South Carolina, to consider this request for pre-annexation of our property.

GENERAL INFORMATION	
Date of Request: February 25, 2026	Property PIN(S): 35202010002
Property Owner(s): Paul & Patsy McCord	Type of Zoning Map Amendment: Pre-Annexation Request
Address or Location: 5604 Little River Neck Rd	Project Contact: Paul & Patsy McCord
Contact Phone Number: Contact the Planning Division for Info	Contact Email Address: Contact the Planning Division for Info
Current County Zoning: MSF6	Total Area of Property: 0.32 Acres

RECORDED COVENANT INFORMATION

I hereby certify that the tract(s) or parcel(s) of land to which this approval request pertains is not restricted by any recorded covenant that is contrary to, conflicts with,
or prohibits the activity for which approval is sought, as provided in South Carolina Code of Laws (§ 6-29-1145).
Applicant's E-signature: Paul & Patsy McCord

This form complies with a state law that took effect on July 1, 2007 (S.C. Code § 6-29-1145) that requires all planning agencies to inquire in an application for a permit if the parcel of land is restricted by a recorded covenant that is contrary to, conflicts with, or prohibits the permitted activity. If such a covenant exists, the agency shall not issue the permit until written confirmation of its release is received. The release must be through the action of an appropriate legal authority.

TOGETHER WITH all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said **PAUL WARREN MCCORD AND PATSY M. MCCORD**, as joint tenants with right of survivorship and not as tenants in commons, his or her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND it does hereby bind itself and its Heirs, Executors, Administrators, Successors and Assigns, to warrant and forever defend all and singular the said Premises unto the said **PAUL WARREN MCCORD AND PATSY M. MCCORD** as hereinabove provided against itself and its successors and assigns and any person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS the execution hereof by their hands and seals this 20th day of August, 2019.

Signed, Sealed and Delivered
in the presence of:

[Signature]
[Signature]

**Jake Investments, LLC, a
South Carolina limited liability company**

By: [Signature]
Name: C. Wayne Hill
Its: Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

I, Renee N Baxley, a Notary Public for South Carolina do hereby certify that, **Jake Investments, LLC, a South Carolina limited liability company**, by C. Wayne Hill, its Manager, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 20 day of August, 2019.

[Signature]
Notary Public for South Carolina
Printed Name of Notary Renee N Baxley
My Commission Expires: 12-18-27

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at Lot 29, Ocean View Estates, Little River Township, bearing County TMS: 131-12-01-056, was transferred by Jake Investments, LLC to Paul Warren McCord and Patsy M. McCord on August 20, 2018.

3. Check one of the following: The deed is

- (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) exempt from the deed recording fee because (See Information section of affidavit):

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?
Check Yes or No

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$110,000.00.
(b) The fee is computed on the fair market value of the realty which is _____.
(c) The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: .

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$110,000.00
(b) Place the amount listed in item 5 above here:
(If no amount is listed, place zero here.)
(c) Subtract Line 6(b) from Line 6(a) and place result here: \$110,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$407.00.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.

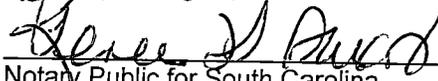
9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Jake Investments, LLC


C. Wayne Hill, Manager

SWORN to and subscribed before me this

20 day of August, 2019.


Notary Public for South Carolina

My Commission Expires: 12-18-27

Notary (printed name): Renee H Bayley

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty; and
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act

