

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: September 20, 2021

Agenda Item: 5A	Prepared by: L. Suzanne Pritchard, PLA, AICP
Agenda Section: Consent: Resolution	Date: September 15, 2021
Subject: Pre-annexation Agreement for Lot 28 on Riverside Drive [Z-21-22]	Division: Planning & Development

Background:

Linda DeTorrice, owner, has requested water and sewer service for Lot 28 located at 4820 Riverside Drive. 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 Division 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 28 ON
RIVERSIDE DRIVE**

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 28 located at 4820 Riverside Drive, known as PIN 311-16-01-0003, 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.

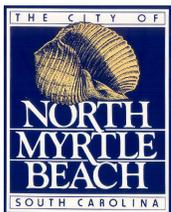
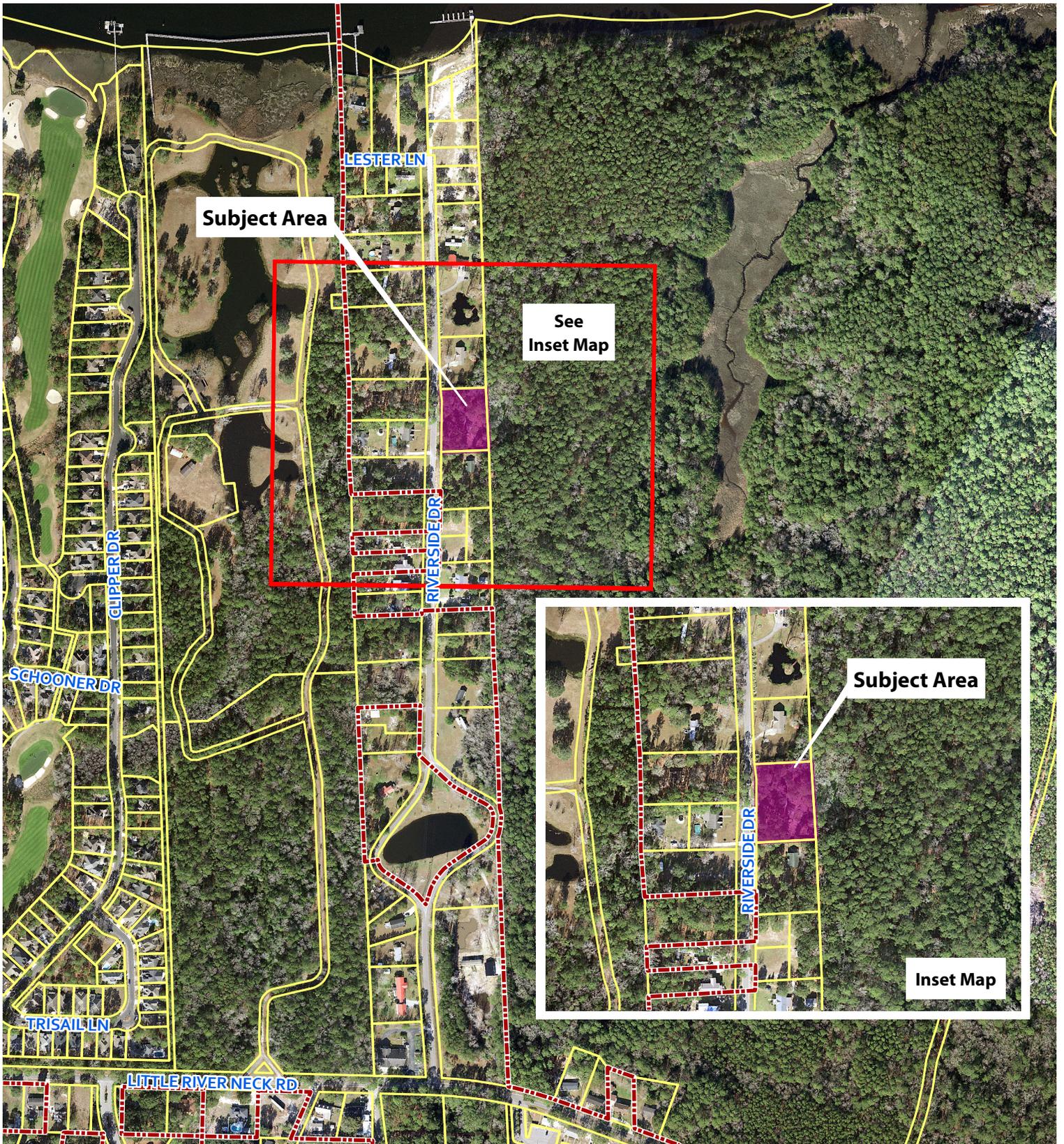
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Myrtle Beach, in Council duly assembled that the City Manager may enter into an agreement with the property owner of address which would allow the provision of water and sewer service upon filing the restrictive deed covenant with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

DONE, RATIFIED AND PASSED, THIS _____ DAY OF _____, 2021.

ATTEST:

Mayor Marilyn Hatley

City Clerk



Legend

-
 NMB City Limit
 Subject Area



Author: Dawn E. Snider
 Date: 9/13/2021
 Path: M:\2021\2021-39 Pre-Annexation Map Z-21-22\2020-036 Exhibit Map Z-20-11-Z-20-07 Inset Map.mxd

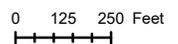


Exhibit A: Z-21-22

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY) RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that **Linda DeTorrice** seeks permission to connect to the water and/or sewer system of the City of North Myrtle Beach. The Grantor owns that certain piece, parcel, or tract of land situate, lying and being Lot # 28 of within the Riverside Campground subdivision, containing 0.93 acres outside of the City of North Myrtle Beach corporate limits, which property being conveyed to the Grantor by Deed of Record in Plat Book 62 at Page 21. Said property being conveyed to the Grantor by Deed of Record in Deed Book 4409 at Page 234, in the office of the Register of Deeds for Horry County.

PIN 311-16-01-0003

It is understood and agreed that as a condition for connecting to the water and/or sewer system, the Grantor, by executing this Restrictive Covenant, is permitting for annexation of the above described property into the City of North Myrtle Beach. If and when the above described property becomes contiguous to the corporate limits of the City, then the above described property shall be considered for annexation by the City Council of the City of North Myrtle Beach. Final annexation of the above described property rests upon an affirmative vote of a majority of the governing body of the City of North Myrtle Beach.

It is further understood and agreed that should the Grantor, its successors and assigns, withdraw this Restrictive Covenant, the City of North Myrtle Beach may immediately stop providing water and/or sewer services to the above described property, as well as institute legal action for non-performance.

