

**REQUEST FOR CITY COUNCIL CONSIDERATION**

Meeting Date: March 21, 2022

Agenda Item: 5A	Prepared By: L. Suzanne Pritchard, PLA, AICP, CFM
Agenda Section: Consent: Resolution	Date: March 16, 2022
Subject: Pre-annexation Agreement for Lot 19B-1 on Lester Lane [Z-21-38]	Division: Planning and Development

**Background:**

Kenneth Bumgardner, Jr., owner, has requested water and sewer service for Lot 19B-1 on Lester Lane off 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 \_\_\_\_\_ 2<sup>nd</sup> By \_\_\_\_\_ To \_\_\_\_\_

**RESOLUTION**

**A RESOLUTION AUTHORIZING THE FILING OF A  
RESTRICTIVE DEED COVENANT FOR LOT 19B-1  
ON LESTER LANE**

**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 19B-1 located on Lester Lane off Riverside Drive, known as PIN 312-13-02-0006, 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.

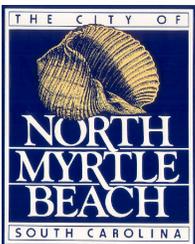
DONE, RATIFIED AND PASSED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

ATTEST:

\_\_\_\_\_  
Mayor Marilyn Hatley

\_\_\_\_\_  
City Clerk

Resolution: RES 22-03



# Exhibit A

## Legend

- Subject Area
- North Myrtle City Limits



STATE OF SOUTH CAROLINA

RESTRICTIVE COVENANTS

COUNTY OF HORRY

KNOW ALL MEN BY THESE PRESENTS, that **Kenneth H. Bumgardner, Jr., Donna M. Bumgardner, Matthew Kegan Bumgardner, and Samantha Bumgardner**, seek permission to connect to the water and/or sewer system of the City of North Myrtle Beach. The Grantors own that certain piece, parcel, or tract of land situate, lying and being Lot #19B-1 within the Riverside Campground subdivision, containing 0.24 acres outside of the City of North Myrtle Beach corporate limits, which property being conveyed to the Grantors by Deed of Record in Plat Book 299 at Page 298. Said property being conveyed to the Grantors by Deed of Record in Deed Book 4442 at Page 3077, in the office of the Register of Deeds for Horry County.

PIN 312-13-02-0006

It is understood and agreed that as a condition for connecting to the water and/or sewer system, the Grantors, 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 Grantors, 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.

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 Grantors, its successors, and assigns.

WITNESS the execution hereof, this 7<sup>th</sup> day of March, 2022.

Signed, Sealed and Delivered  
In the presence of:

*Matthew Bungle*  
*Matthew Bungle*

*Donna M. Bungardner*  
*Kenneth H. Bungardner Jr.*

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

PROBATE

PERSONALLY appeared before me *Samantha Bungardner, Donna M. Bungardner, Matthew Kesan Bungardner, Kenneth H. Bungardner Jr.*, and made oath

that he or she saw the within named \_\_\_\_\_ 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.

Sworn to and subscribed before me this 7<sup>th</sup>  
Day of March, 2022.

*Kentley Lipps*  
Notary Public for South Carolina  
My Commission Expires: 1-20-2031

**KENTLEY LIPPS**  
Notary Public, State of South Carolina  
My Commission Expires 01/20/2031