

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: July 18, 2022

Agenda Item: 5A	Prepared by: L. Suzanne Pritchard, PLA, AICP, CFM
Agenda Section: Consent: Resolution	Date: July 13, 2022
Subject: Pre-annexation agreement for PIN 351-06-02-0012 on Little River Neck Rd [Z-22-16]	Division: Planning and Development

Background:

Salanda Jones, owner, has requested water and sewer service for PIN 351-06-02-0012 on Little River Neck Road. 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 PIN 351-06-02-0012
ON LITTLE RIVER NECK ROAD**

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 PIN 351-06-02-0012 located on Little River Neck Road, 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.

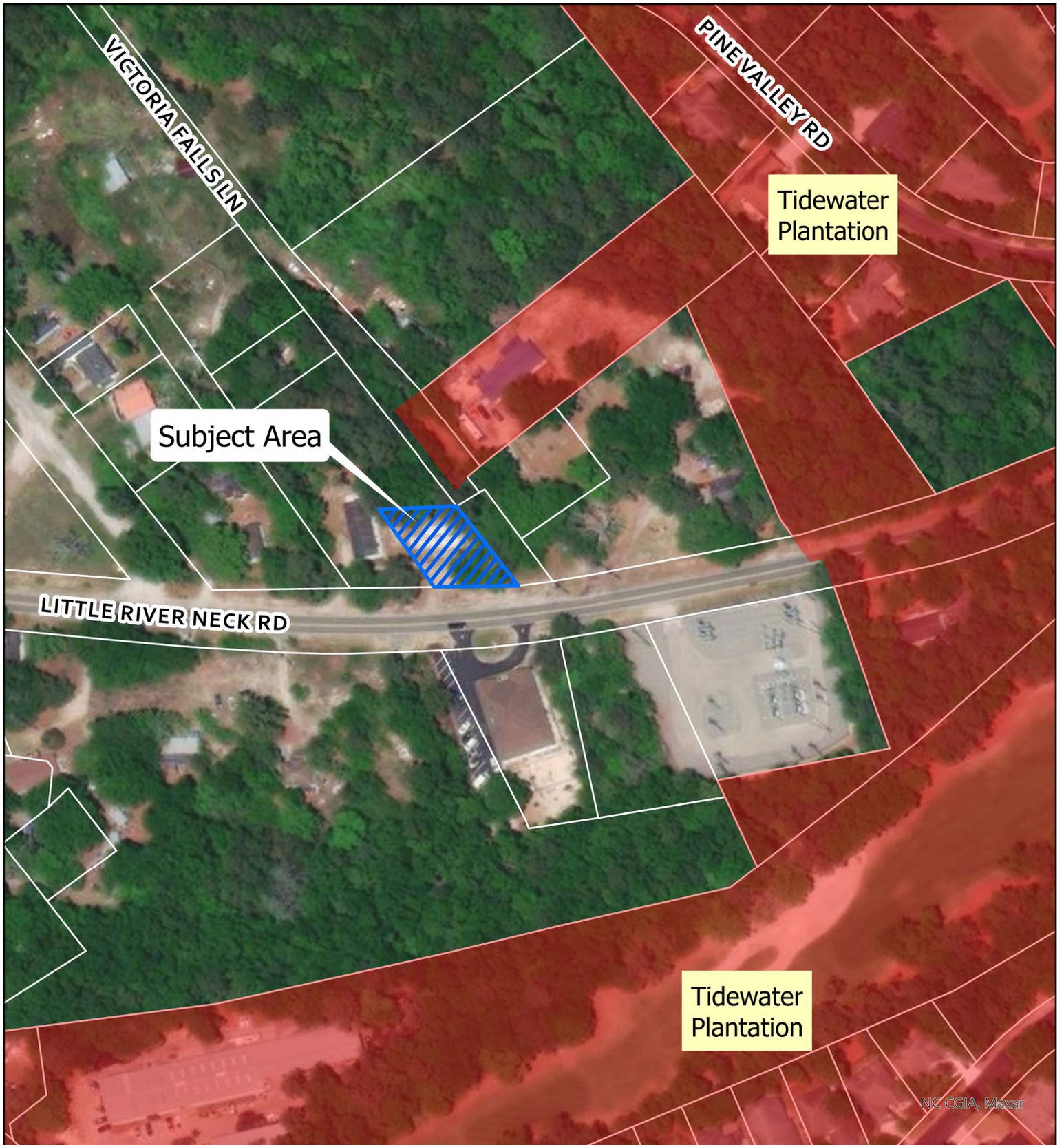
DONE, RATIFIED AND PASSED, THIS _____ DAY OF _____, 2022.

ATTEST:

Mayor Marilyn Hatley

City Clerk

Resolution: RES 22-06



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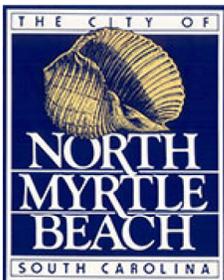


Exhibit A

Legend

 Subject Area

 North Myrtle Beach City Limit



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

KNOW ALL MEN BY THESE PRESENTS, that **SALANDA L JONES and DARRYL MCNEIL**, seek 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 12X60 71 FLEETWOOD within the RUBY RANDALL LAND subdivision, containing 0.19 acres outside of the City of North Myrtle Beach corporate limits, which property being conveyed to the Grantors by Deed of Record in in Deed Book 4546 at Page 2103, in the office of the Register of Deeds for Horry County.

PIN 351-06-02-0012

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 Grantor, its successors, and assigns.

WITNESS the execution hereof, this 7th day of July, 2022

Signed, Sealed and Delivered
In the presence of:


Owner Signature 1


Owner Signature 2


Witness #1


Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me Clewetha H. Jacks, and made oath that he or she saw the within named **SALANDA L JONES and DARRYL MCNEIL** 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 James D. Cowan witnessed the execution thereof. Witness is not a party to or a beneficiary of the transaction.

Sworn to and subscribed before me this 7th
Day of July, 2022.


Notary Public for South Carolina
My Commission Expires: April 9, 2019