

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: July 10, 2023

Agenda Item: 7C	Prepared by: L. Suzanne Pritchard, PLA, AICP, CFM
Agenda Section: New Business: Ordinance. First Reading	Date: July 5, 2023
Subject: Petition for annexation and zoning designation for 0.38 acres on Cashmere Lane [Z-23-12]	Division: Planning and Development

Background:

In 2006, the City of North Myrtle Beach City Council approved a resolution allowing the City Manager to enter into a pre-annexation agreement with LC Barnaba Construction, Inc. regarding Lot O of the Belle Edge Subdivision. This pre-annexation agreement allowed the residents of this property to connect to the water and/or sewer system of the City of North Myrtle Beach even though the property was not contiguous to the City's corporate boundary and was not eligible for annexation at that time. In exchange for allowing connection to the City's utilities, restrictive covenants were executed and recorded for this property allowing the property to be considered for annexation into the City of North Myrtle Beach once it was contiguous. Lot O was subdivided into five lots in a plat recorded on October 5, 2006, but the restrictive covenants run with all parcels that were included in the original Lot O. On March 20 and May 1, 2023, City Council approved the annexation and zoning of the property immediately adjacent to the subject property on the north. At this time, the subject parcel became contiguous to the City's corporate boundary and eligible for annexation.

Existing Conditions:

The subject property is contiguous to the corporate boundary of the City of North Myrtle Beach and is zoned Single-Family 6 (SF6) under Horry County jurisdiction. Located on Cashmere Lane off Cenith Drive, the parcels each contain a single-family home. Surrounding parcels within City limits are zoned R-1; adjacent unincorporated county parcels are zoned SF6, Commercial Forest Agriculture (CFA), and General Residential (GR). Upon annexation, the parcels would be designated R-1 as per Exhibit A: Zoning Map Z-23-12, prepared by the City of North Myrtle Beach Planning and Development Department depicting the annexation boundary. A proposed ordinance has been attached for Council's review.

Proposed R-1 Zoning:

		Single-family Dwelling	Churches	Other Permitted Uses
Minimum Site Area		10,000 SF	1 Acres	10,000 SF
Minimum Lot Width		80 feet	NA	NA
Minimum Yards:	Front	25 feet	25 feet	25 feet
	Side	10 feet ¹	25 feet	10 feet
	Rear	20 feet	25 feet	25 feet
Maximum Impervious Surface Ratio		40%	60%	40%
Maximum Height of Structures		35 feet (15 feet for Accessory Buildings)	45 feet	45 feet

Notes: ¹ A five-foot side yard setback shall be required for substandard lots of record.

Planning Commission Action:

The Planning Commission conducted a public hearing on June 20, 2023 and voted to recommend approval of the annexation and zoning designation, citing “A,” where necessary to implement the Comprehensive Plan. There was no public comment.

Recommended Action:

Approve or deny the proposed ordinance on first reading

Reviewed by Division Head

Reviewed by City Manager

Reviewed by City Attorney

Council Action:

Motion By _____ 2nd By _____ To _____

ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH MYRTLE BEACH
ANNEXING 0.38 ACRES IDENTIFIED BY PINS 357-07-01-0011
AND 357-07-01-0013.**

WHEREAS, the property owners have entered into a pre-annexation agreement with the City of North Myrtle Beach through restrictive deed covenant until such time as it becomes contiguous, the 0.38 acres consisting of the following parcel PINs 357-07-01-0011 and 357-07-01-0013 as referenced on Exhibit A: Zoning Map Z-23-12, prepared by the City of North Myrtle Beach Planning and Development Department depicting the annexation boundary, which is attached hereto and incorporated herein by reference; and

WHEREAS, the referenced property is now contiguous; and

WHEREAS, the North Myrtle Beach Planning Commission has provided the required public notice of this request and has held all necessary public hearings in accordance with applicable State Statutes and City Ordinances; and

WHEREAS, the City Council has received a report from the Planning Commission recommending the subject property be zoned Single-Family Residential Low-Density (R-1) upon annexation.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of North Myrtle Beach, South Carolina, in Council duly assembled:

Section 1. Annexation. That parcels identified by PIN 357-07-01-0011 and 357-07-01-0013 (the "Annexed Parcels"), consisting of approximately 0.38 acres and depicted on Exhibit A, and all contiguous portions of all public rights-of-way, streets, and highways are hereby annexed pursuant to Sections 5-3-150 and 5-3-240 of the Code of Laws of South Carolina, 1976, as amended.

Section 2. Zoning Designation. The Annexed Parcels are hereby designated and zoned as Single-Family Residential Low-Density (R-1).

DONE, RATIFIED AND PASSED, THIS _____ DAY OF _____, 2023.

ATTEST:

Mayor Marilyn Hatley

City Clerk

APPROVED AS TO FORM:

City Attorney

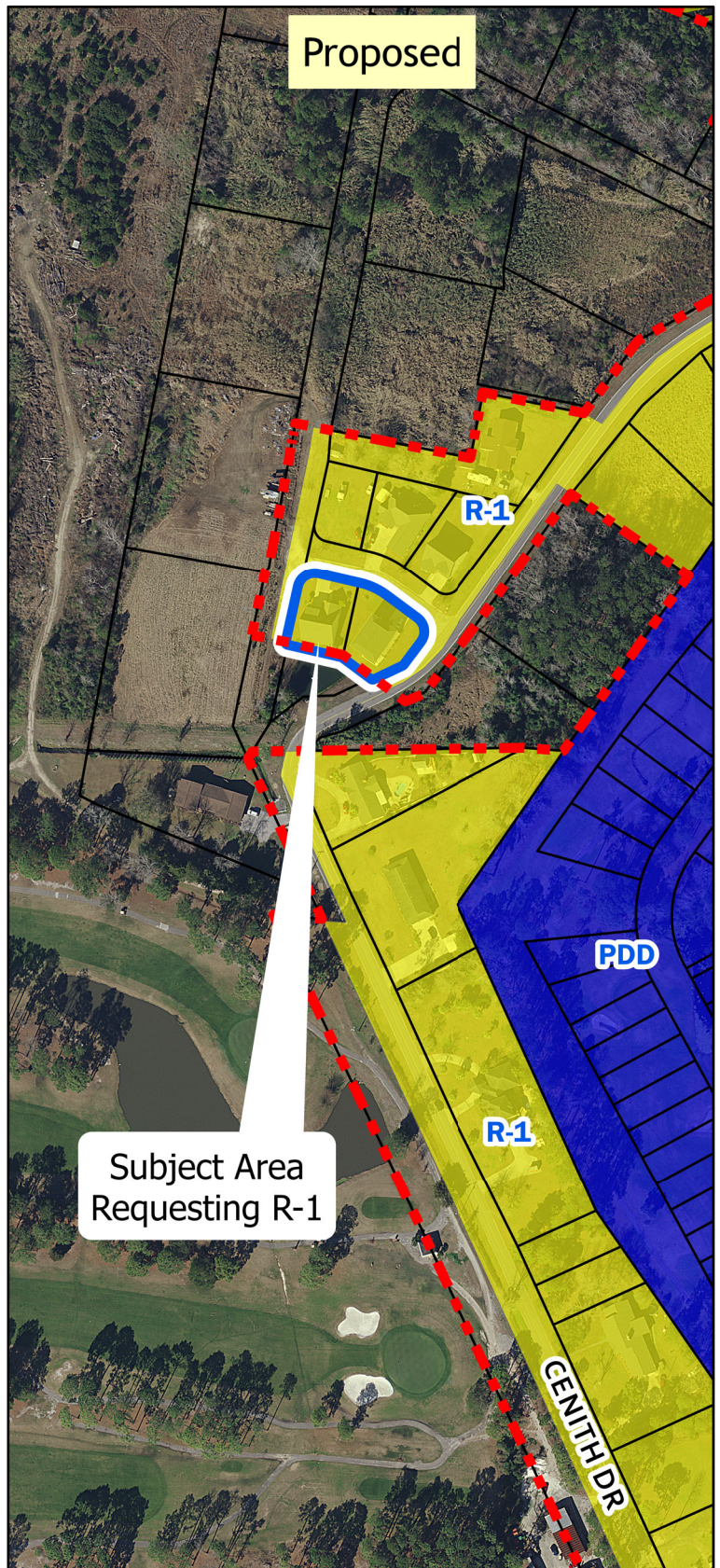
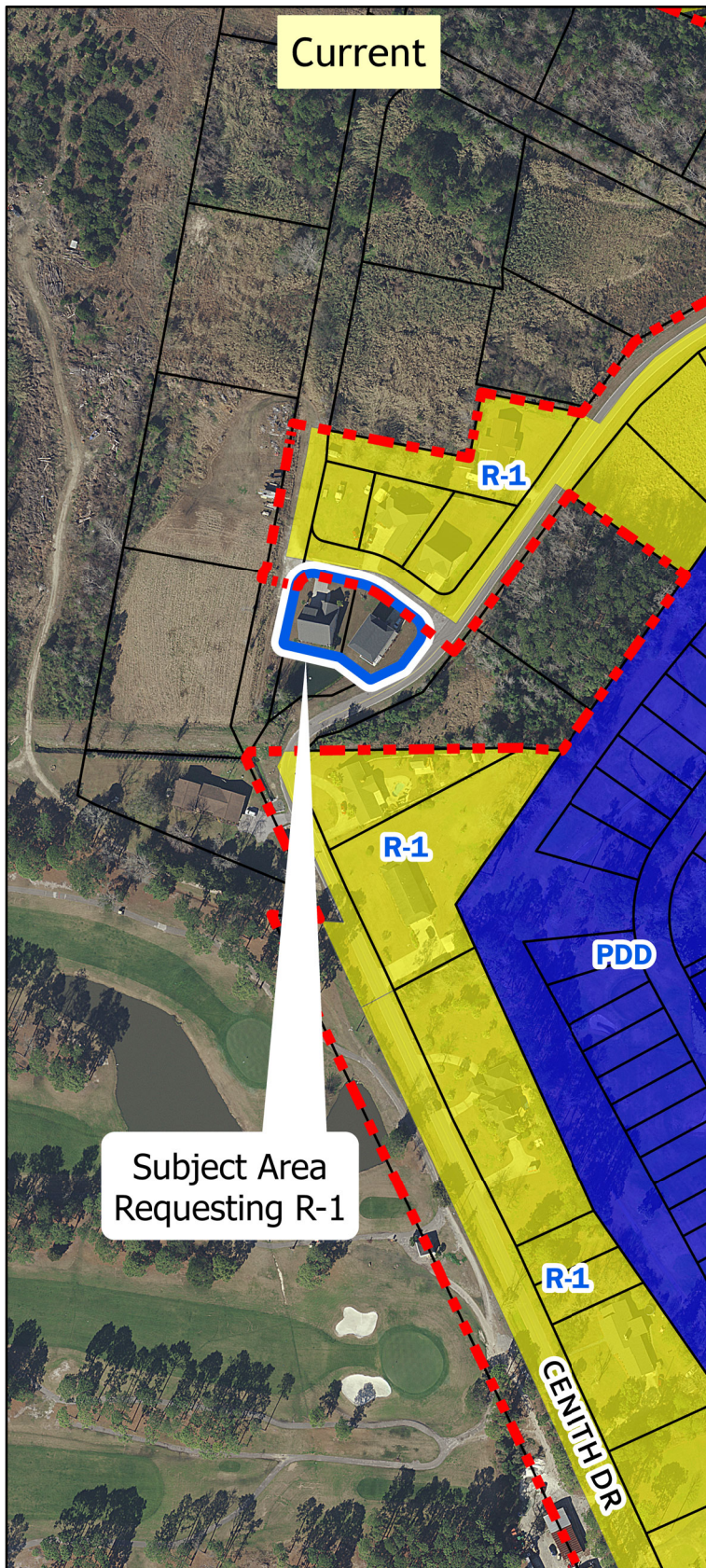
FIRST READING: _____

SECOND READING: _____

REVIEWED:

City Manager

ORDINANCE: _____



Legend

-  Subject Area
-  North Myrtle Beach City Limit

Zoning District

-  PDD
-  R-1
-  R-1B



0 125 250 Feet

Exhibit A: Zoning Map Z-23-12

6C. ANNEXATION & ZONING DESIGNATION Z-23-6: Pursuant to a recorded pre-annexation agreement, City staff has begun the process to annex lands on Cashmere Lane totaling approximately ±0.38 acres and identified by PINs 357-07-01-0011 & 357-07-01-0013. The lots are currently unincorporated and zoned Single-Family Residential 6 (SF6) by Horry County. The petition also reflects the requested City of North Myrtle Beach zoning district of Single-Family Residential Low-Density (R-1) and will be heard concurrently.

History and Background:

In 2006, the City of North Myrtle Beach City Council approved a resolution allowing the City Manager to enter into a pre-annexation agreement with LC Barnaba Construction, Inc. regarding Lot O of the Belle Edge Subdivision (TMS 143-12-01-019). This pre-annexation agreement allowed the residents of this property to connect to the water and/or sewer system of the City of North Myrtle Beach even though the property was not contiguous to the City's corporate boundary and was not eligible for annexation at that time. In exchange for allowing connection to the City's utilities, restrictive covenants were executed and recorded for this property allowing the property to be considered for annexation into the City of North Myrtle Beach once it was contiguous. Lot O was subdivided into five lots in a plat recorded on October 5, 2006, but the restrictive covenants run with all parcels that were included in the original lot O. On March 20 and May 1, 2023, City Council approved the annexation and zoning of the property immediately adjacent to the subject property on the north. At this time, the subject parcel became contiguous to the City's corporate boundary and eligible for annexation.

Existing Conditions and Surrounding Land Uses:

The subject property area is contiguous to the corporate boundary of the City of North Myrtle Beach and is zoned SF6 under Horry County jurisdiction. Located on Cashmere Lane, the parcels each contain a single-family home. Surrounding parcels within City limits are zoned R-1; adjacent unincorporated county parcels are zoned SF6, Commercial Forest Agriculture (CFA), and General Residential (GR).

Proposed R-1 Zoning:

		Single-family Dwelling	Churches	Other Permitted Uses
Minimum Site Area		10,000 SF	1 Acres	10,000 SF
Minimum Lot Width		80 feet	NA	NA
Minimum Yards:	Front	25 feet	25 feet	25 feet
	Side	10 feet ¹	25 feet	10 feet
	Rear	20 feet	25 feet	25 feet
Maximum Impervious Surface Ratio		40%	60%	40%
Maximum Height of Structures		35 feet (15 feet for Accessory Buildings)	45 feet	45 feet

Notes: ¹ A five-foot side yard setback shall be required for substandard lots of record.

Planning Commission Action:

As per the Zoning Ordinance Section 23-4, *Amendments*, the Planning Commission shall prepare a report and make recommendations on any proposed amendment to the North Myrtle Beach Zoning Ordinance, including the Zoning Map, stating its findings and its evaluation of the request. In making its report, the Commission shall consider the following factors:

- a) The relationship of the request to the Comprehensive Plan:

The Future Land Use map contained in the 2018 Comprehensive Plan recommends Residential Suburban as a land use class for the subject area. The principal permitted uses noted in the compliance index include primarily single-family lots, small farms, and farm related uses such as produce stands, and mobile homes on individual lots. The recommended primary zoning district is R-1; R-1A and R-1B are the secondary zoning district alternatives.

The proposed zoning designation, R-1 (Single-Family Residential Low-Density), is a recommended zoning district within the Compliance Index for the subject property.

- b) Whether the request violates or supports the Plan:

Chapter 5, "The Way We Grow," of the 2018 Comprehensive Plan identifies the Residential Suburban future land use classification as follows: The purpose of this classification is to define, protect, and provide low density, single-family detached housing areas where designated, and to prohibit any development that would compromise existing residential characteristics. In addition, these areas are intended to provide for in-fill and expansion of existing neighborhoods and subdivisions. Standards and densities for these areas are designated to reflect existing conditions. This area is also intended to allow incorporation of property west of the waterway at densities typical of inland development. Primarily single-family lots, small farms and farm-related uses such as produce stands, and mobile homes on individual lots, excluding large mobile home parks, are compatible uses here. This category allows up to five dwelling units per acre (du/acre).

The proposed R-1 zoning is consistent with the Residential Suburban land use classification found in the 2018 Comprehensive Plan.

- c) Whether the uses permitted by the proposed change would be appropriate in the area concerned:

The purpose of the R-1 zoning district is, "To preserve and protect the character of existing neighborhoods and subdivisions, and to prohibit any uses which would compromise or alter existing conditions and uses. Also, these districts are intended to encourage residential infilling and expansion of existing neighborhoods and subdivisions. Development land uses permitted in each are designed to reflect existing conditions and enhance the prospects of 'lie development.'"

The uses permitted in the R-1 district would be appropriate in the area.

- d) Whether adequate public-school facilities, roads and other public services exist or can be provided to serve the needs of the development likely to take place because of such change, and the consequence of such change:

Current public rights-of-way serve this area; access is subject to City encroachment permit approval.

- e) Whether the proposed change is in accord with any existing or proposed plans for providing public water supply and sanitary sewer to the area:

Water and sewer services are available to the parcels.

As a matter of policy, no request to change the text of the ordinance or the map shall be acted upon favorably, except:

- (a) Where necessary to implement the comprehensive plan, or
- (b) To correct an original mistake or manifest error in the regulations or map, or
- (c) To recognize substantial change or changing conditions or circumstances in a particular locality, or
- (d) To recognize changes in technology, the style of living, or manner of doing business.

This petition for annexation and zoning designation is presented to the Planning Commission for a recommendation that will be forwarded to City Council at their next meeting scheduled for July 17, 2023. Should the Planning Commission desire to forward a positive recommendation to City Council, one of the reasons should be included in the report.

Staff Review:

Planning and Development, Planning Division

The Planning Division has no issue with the proposed petition for annexation and zoning.

Planning and Development, Zoning Division

The Zoning Administrator has no issue with the proposed petition for annexation and zoning.

Public Works

The City Engineer has no issue with the proposed petition for annexation and zoning.

Public Safety

The Fire Marshall has no issue with the proposed petition for annexation and zoning.

Planning Commission Action:

The Planning Commission may recommend approval, recommend approval with modifications and/or conditions; or recommend denial of the proposal, as submitted.

Alternative Motions

- 1) I move that the Planning Commission recommend approval of the annexation and zoning petition [Z-23-12] as submitted.

OR
- 2) I move that the Planning Commission recommend denial of the annexation and zoning petition [Z-23-12] as submitted.

OR
- 3) I move (an alternate motion).

FILE NUMBER:	Z-23-12
Complete Submittal Date:	May 26, 2023



Notice Published:	June 1, 2023
Planning Commission:	June 20, 2023
First Reading:	July 10, 2023
Second Reading:	August 21, 2023

City of North Myrtle Beach, SC

Petition for Annexation & Zoning

GENERAL INFORMATION	
Date of Request: May 26, 2023	Property PIN(S): 35707010013 & 35707010011
Property Owner(s): COLE J WAYNE & TREDWAY THOMAS W ETAL	Type of Zoning Map Amendment: Petition for Annexation and Zoning
Address or Location: 103 & 107 Cashmere Lane	Project Contact: Suzanne Pritchard
Contact Phone Number: 8432805572	Contact Email Address: lspritchard@nmb.us
Current County Zoning: SF6	Proposed Zoning: R-1
Total Area of Property: 0.38 Acres	Approximate Population of Area to be Annexed: 6
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). <i>Applicant's E-signature: <u>Suzanne Pritchard</u></i>	
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.	

1018 2nd Avenue South · North Myrtle Beach, SC 29582 · Telephone: (843) 280-5566 · Facsimile: (843) 280-5581

903801

FILED
HORRY COUNTY, S.C.
2006 JUN 26 PM 1:51

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

RESTRICTIVE COVENANTS

BALLERY V. SKIPPER
REGISTRAR OF DEEDS

KNOW ALL MEN BY THESE PRESENTS, that L.C. Barnaba Construction, Inc. 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 "O" in the Belle Edge Subdivision, containing 1.49 acres outside the corporate limits of the City of North Myrtle Beach. The property is also known as Horry County TMS # 143-12-01-019.

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 petitioning 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.

This restrictive 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 restriction and covenant on the title to the within named property and binding upon the Grantor, its successors and assigns.

DEED
3119 1310

8
1310

WITNESS the execution hereof, this 19th day of May, 2006.

Signed, Sealed and Delivered
in the presence of :

Louis C. Barnaba
Louis C. Barnaba
Kimberly Herd
Kimberly Herd

William A. Dew
William A. DEW
Mark R. Amos
Mark R. AMOS

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me William A. Dew, and made
oath that he or she saw the within named Louis Barnaba sign, seal and as his or her act and deed
in the case of private persons, 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
MARK R. AMOS witnessed the execution thereof.

Sworn to and subscribed before me this 19th
day of MAY, 2006.

Brenda E. Eckis
Notary Public for South Carolina Brenda E. Eckis
My Commission Expires August 24, 2010
My Commission Expires: _____

1311

Prepared by:
The Bellamy Law Firm
1000 29th Avenue, P.O. Box 357
Myrtle Beach, South Carolina 29578
Attn: en

STATE OF SOUTH CAROLINA

**A TITLE EXAMINATION WAS NOT
PERFORMED BY THE PREPARING
ATTORNEY**

COUNTY OF HORRY

DEED TO REAL ESTATE

THIS DEED is made the day hereinbelow stated, by and between **Blind Mice Three, LLC, a South Carolina limited liability company**, hereinafter called **GRANTOR**, which expression shall include his, her or their heirs and assigns, and/or its successors and assigns, wherever the context so requires, or admits, of the one part, and **J. Wayne Cole** whose address is **1102 Highway 17 South, North Myrtle Beach, SC 29582**, hereinafter called **GRANTEE**, which expression shall include his, her or their heirs and assigns, and/or its successors and assigns, forever, wherever the context so requires or admits, of the other part; and in this agreement, the singular shall include the plural, and the plural shall include the singular, and one gender shall include all genders.

KNOW ALL MEN BY THESE PRESENTS, that **GRANTOR**, for and in consideration of the sum of **Five and 00/100 (\$5.00) Dollars**, paid to **GRANTOR**, by **GRANTEE**, in the State aforesaid, the receipt whereof is hereby acknowledged, subject to any matters and reservations set forth herein or on any exhibits attached hereto, has bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said **GRANTEE**, the following described property, located in Horry County, South Carolina, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

TMS #: 143-12-01-099

**TAX NOTICE ADDRESS: 1102 Highway 17 South,
North Myrtle Beach, SC 29582**

The within conveyance is also subject to all restrictions and easements of record and/or easements upon the ground. **This conveyance is specifically made subject to that certain mortgage of Blind Mice Three, LLC to Beach First National Bank in the amount of Six Hundred Seventeen Thousand Six Hundred and 00/100**

(\$617,600.00) Dollars dated October 31, 2006, and recorded on October 31, 2006, in Mortgage Book 4753 at Page 720, records of Horry County, South Carolina.

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto said **GRANTEE**.

AND the said **GRANTOR** does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said **GRANTEE**, as hereinabove provided, against itself and its successors and assigns and all other persons whomsoever lawfully claiming, or to claim the same or any part thereof.

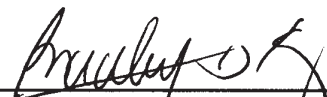
IN WITNESS WHEREOF, the **GRANTOR**, by and through its authorized member has caused these presents to be signed and sealed this 12 day of March in the year 2014.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

**GRANTOR
Blind Mice Three, LLC, a South
Carolina limited liability company**



(#1 witness sign here)



(Notary sign as #2 witness)



By: J. Wayne Cole

Its: Authorized Member

STATE OF SOUTH CAROLINA)

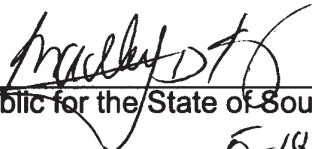
)

ACKNOWLEDGMENT

COUNTY OF HORRY)

I, the undersigned notary, do hereby certify that J. Wayne Cole, the authorized member of Blind Mice Three, LLC, Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 12 day of March, 2014.



Notary Public for the State of South Carolina

My Commission Expires: 5-18-14

(Seal)

EXHIBIT "A"

All and Singular, all that certain piece, parcel or lot of land, situate, lying and being near Crescent Beach, Little River Township, Horry County, South Carolina, being further described as Lot 5, located in Stone Ridge Subdivision, as shown on that certain Plat prepared for L. C. Barnaba Construction, Inc. on August 4, 2006 (incorrectly shown as 2206 on deed recorded in Deed Book 3182 at Page 224), by Robert A. Warner and Associates, Inc., in Plat Book 217 at Page 165, in the Office of the Register of Deeds for Horry County, South Carolina, said plat being made a part and parcel hereof by reference hereto.

The property is subject to those certain restrictive covenants recorded in Deed Book 383 at Page 84, and as amended, Office of the ROD for Horry County, South Carolina.

This being the identical property conveyed to Blind Mice Three, LLC by deed of L. C. Barnaba Construction, Inc. dated October 31, 2006, and recorded on October 31, 2006, in Deed Book 3182 at Page 224, in the Office of the ROD for Horry County, South Carolina.

STATE OF SOUTH CAROLINA

)

)

AFFIDAVIT

COUNTY OF HORRY

)

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 described as Lot 5, Stone Ridge Subdivision, bearing Horry County Tax Map Number 143-12-01-099, was transferred by Blind Mice Three, LLC, a South Carolina limited liability company, to J. Wayne Cole on March 12, 2014.
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) x exempt from the deed recording fee because (See Information section of affidavit): 4
(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit).
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 \$N/A
 - (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 x 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. 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: \$N/A
 - (b) Place the amount listed in item 5 above here: -0-
(If no amount is listed, place zero here)
 - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$N/A
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$N/A
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.

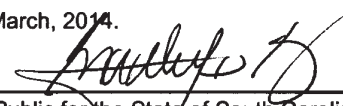
Blind Mice Three, LLC
a South Carolina limited liability company



By: J. Wayne Cole
Its: Authorized Member

Sworn to before me this 12

day of March, 2014.


Notary Public for the State of South Carolina
My Commission Expires: 5-19-19

INFORMATION

Except as provide 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. Taxpayer 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:

Section 12-24-40

- (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 in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided 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 such stock or interest held by the grantor. However, 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 a 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; and,
- (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.
- (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 (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

35707010011

Prepared By: McCutchen, Mumford, Vaught & Geddie, P.A.

DEED TO REAL ESTATE

*(No Title Search conducted by
preparer of this instrument)*

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

KNOW ALL MEN BY THESE PRESENTS,

That I, Jerry W. Barrett, in the State aforesaid for and in consideration of the sum of TWO HUNDRED NINETY FIVE THOUSAND AND 00/100 (\$295,000.00) to us paid by Thomas W. Tredway and Anna W. Tredway, 13421 Bartlett Street, Rockville, MD 20853, in the State aforesaid, (Receipt whereof is hereby acknowledged) have granted, bargained, sold and released; and by these presents do grant, bargain, sell and release unto the said Thomas W. Tredway and Anna W. Tredway as joint tenants with rights of survivorship, and not as tenants in common (hereinafter referred to as "Grantee"), their Heirs and Assigns the following described property to-wit:

ALL AND SINGULAR, all that certain piece, parcel or lot of land, situate, lying and being near Crescent Beach, Little River Township, Horry County, South Carolina, being shown and designated as Lot 4, Stone Ridge Subdivision on a plat prepared L.C. Barnaba Construction, Inc. by Robert A. Warner and Associates, Inc., dated September 5, 2006 and recorded October 5, 2006 in the Office of the Horry County Register of Deeds, in Plat Book 217 at Page 165.

Subject to Declaration of Covenants, Restrictions and Easements for Stone Ridge Subdivision recorded October 13, 2006, in Deed Book 3173 at Page 147, Horry County records.

Being the same lands and premises as were conveyed to Jerry W. Barrett and Alice K. Barrett by Deed from Bivins & Bivins, LLC dated December 10, 2014 and recorded in Deed Book 3785 at Page 1780 of the public records of Horry County, South Carolina. Alice K. Barrett died on January 11, 2018 and the Certificate of Death is filed in Deed Book 4091 at Page 693, Horry county records.

TMS/PIN #: 143-12-01-098

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 premises before mentioned unto the said Grantee, their Heirs and Assigns forever.

And I do hereby bind myself/ourselves and my/our Heirs and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, their Heirs and Assigns, against me/us and my/our Heirs and Assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the execution hereof by grantor(s) this 27 day of 4 18, in the year of our Lord Two Thousand Eighteen.

Jerry W. Barrett
Jerry W. Barrett

Shaunda Parker
Witness #1

Christian Pung
Witness #2/Notary

STATE OF NC
COUNTY OF Cabarrus

PROBATE

Personally appeared before me the undersigned witness and made oath that s/he was present and saw Jerry W. Barrett, the within Grantor(s) sign, seal and as his act and deed, deliver the within foregoing instrument; that deponent with the other witness whose name is subscribed above, witnessed the execution thereof, and that the subscribing witness is not a part to or beneficiary of the transaction

Sworn to before me this 27th day of April, 2018

Lauren Shinn
Notary Signature

Shaunda Parker
Witness #1

Lauren Shinn
Notary printed name
Notary Public for Cabarrus
My Commission Expires: July 27, 2020

Seal

LAUREN SHINN
Notary Public
Cabarrus Co., North Carolina
My Commission Expires July 27, 2020

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY) AFFIDAVIT

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 103 Cashmere Lane N. Myrtle Beach, SC 29582, was transferred by Jerry W. Barrett to Thomas W. Tredway and Anna W. Tredway on April 27, 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 \$ 295,000.00.
 - (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. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: .
- 6. The deed recording fee is computed as follows:

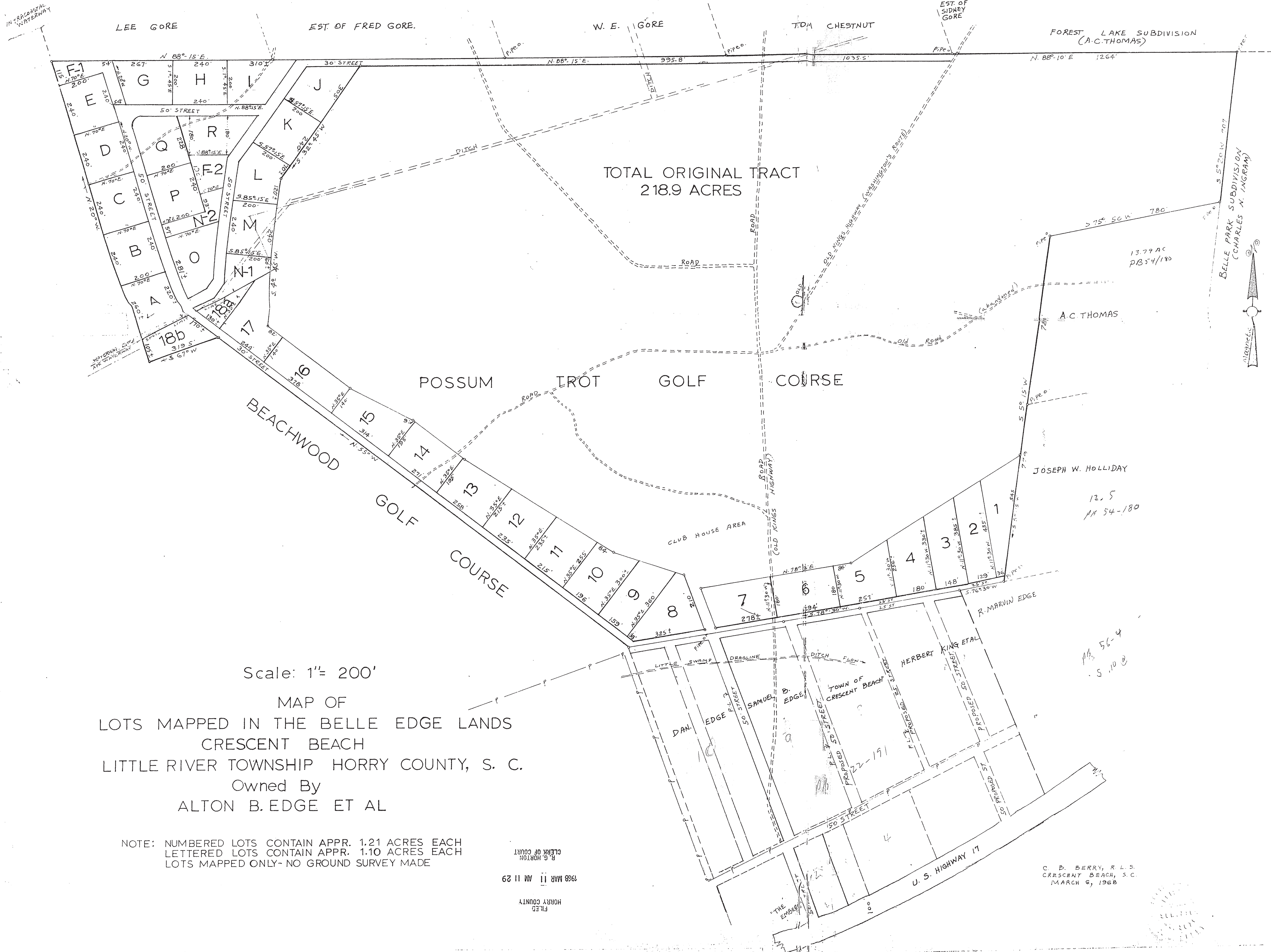
(a) Place the amount listed in item 4 above here:	\$295,000.00
(b) Place the amount listed in item 5 above here:	\$0.00
(If no amount is listed, place zero here.)	
(c) Subtract line 6(b) from Line 6(a) and place result here:	\$295,000.00

- 7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$1,091.50.
- 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 willfully 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.

Jerry W. Barrett

LAUREN SHINN
Notary Public
Cabarrus Co., North Carolina
My Commission Expires July 27, 2020

SWORN to before me this 27th day of April, 2018
Notary Public for Cabarrus
My Commission Expires: July 27, 2020



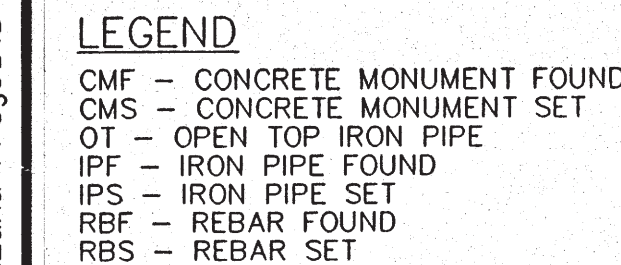
Scale: 1"= 200'

MAP OF
LOTS MAPPED IN THE BELLE EDGE LANDS
CRESCENT BEACH
LITTLE RIVER TOWNSHIP HORRY COUNTY, S. C.
Owned By
ALTON B. EDGE ET AL

NOTE: NUMBERED LOTS CONTAIN APPR. 1.21 ACRES EACH
LETTERED LOTS CONTAIN APPR. 1.10 ACRES EACH
LOTS MAPPED ONLY- NO GROUND SURVEY MADE

1968 MAR 11 AM 11 29
HORRY COUNTY

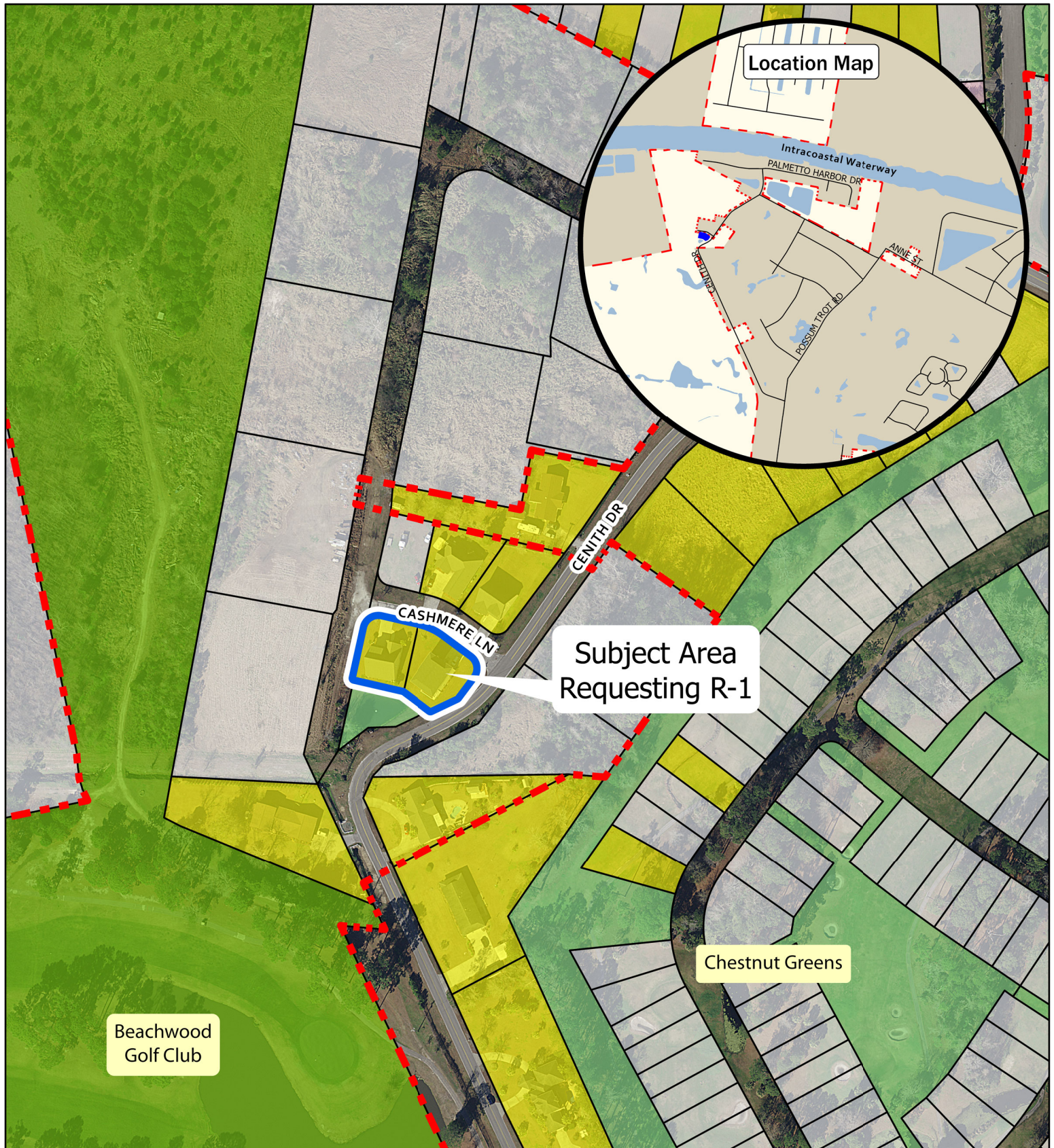
C. B. BERRY, R. L. S.
CRESCENT BEACH, S. C.
MARCH 6, 1968



S.C. Registration Number

Right of Way = 0.24 Ac.
Open Space = 0.17 Ac.
Lots = 1.06 Ac.
TOTAL AREA = 1.47 Ac.

Ac.
Ac.
Ac.



-  North Myrtle Beach City Limit
-  Subject Area

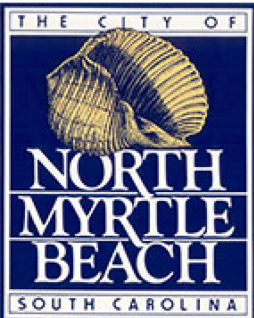
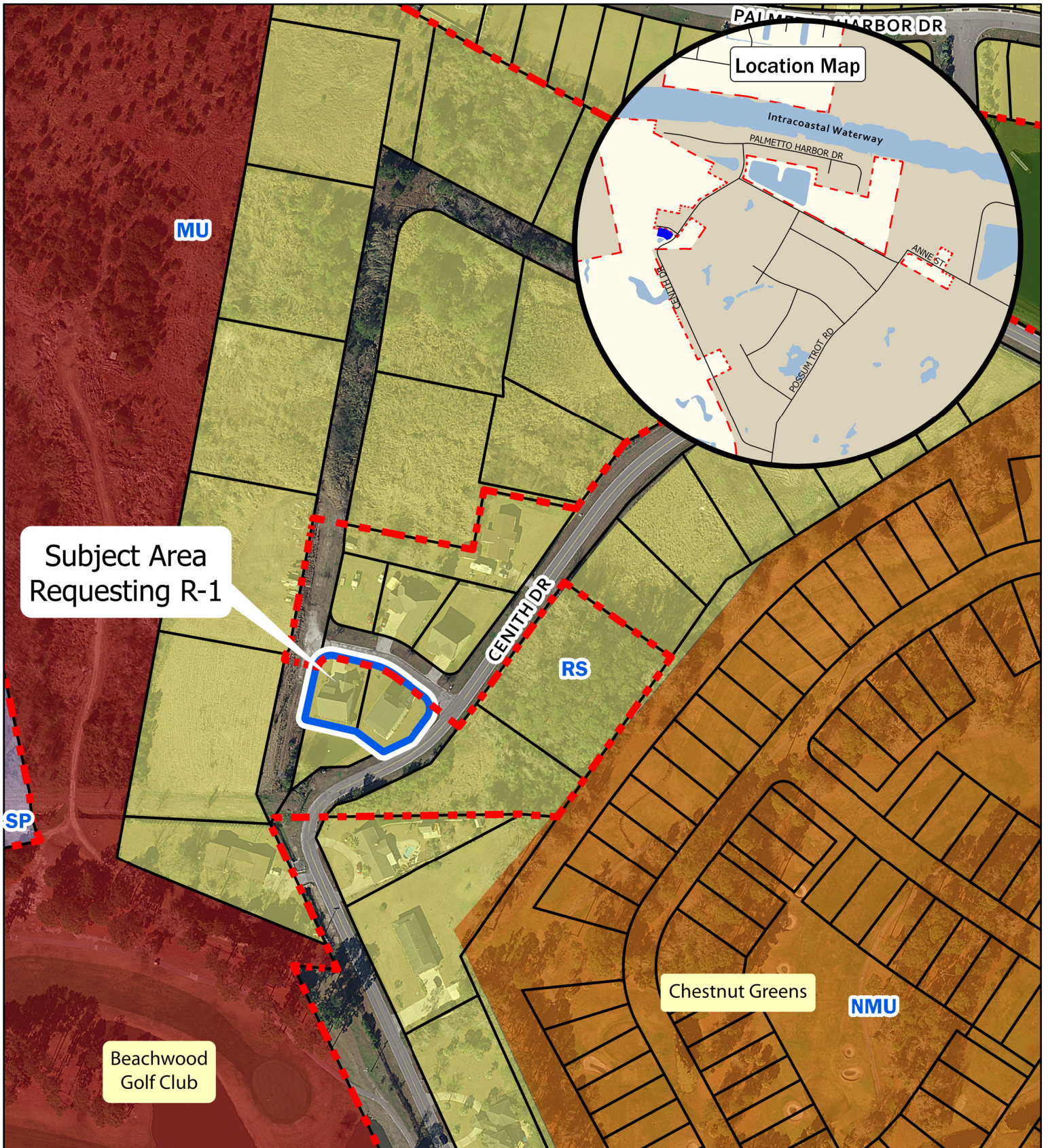
- ### Legend
- Existing Land Use
-  Common Open Space
 -  Golf Course

-  Private Common
-  Open Space
-  Single-Family
-  Vacant



0 100 200 Feet

Existing Land Use



Legend

- | | |
|--|------------------------------|
| Subject Area | SP - Service / Production |
| North Myrtle Beach City Limit | MU - Mixed Use |
| Recommended Future Land Use Categories | NMU - Neighborhood Mixed Use |
| RPC - Resource, Protection, Conservation | RS - Residential Suburban |



0 100 200 US Feet

Future Land Use