



PLANNING COMMISSION MEETING AGENDA

Tuesday, February 17, 2026, 5:00 PM in Council Chambers

Morning Workshop at 9:15 AM in Planning & Development Conference Room

URL: <https://www.youtube.com/live/5HLgkeLZkp0>

1018 2nd Avenue South, North Myrtle Beach, SC

1. CALL TO ORDER
2. ROLL CALL
3. COMMUNICATIONS: Revisions to the 2026 Calendar
4. APPROVAL OF MEETING MINUTES: January 6, 2025
5. CONSENT
 - A. **FINAL SUBDIVISION PLAT SUB-25-62:** A major final bonded plat of subdivision creating 22 residential lots, common area, and private rights-of-way in Phase 9C of Grande Dunes North.
6. NEW BUSINESS
 - A. **ZONING ORDINANCE TEXT AMENDMENT ZTX-26-1:** City staff has initiated a text amendment requiring screening for certain mechanical equipment when located within required side yard setbacks.
 - B. **ANNEXATION & ZONING DESIGNATION Z-25-20:** City staff received a petition to annex ±64.46 acres on the northwest corner of the intersection of Champions Boulevard and SC Highway 90 identified by PINs 349-00-00-0006 and 349-00-00-0007. The lots are currently unincorporated and zoned Commercial Forest Agriculture (CFA) by Horry County. The petition also reflects the requested City of North Myrtle Beach zoning district of Highway Commercial (HC) and will be heard concurrently.
 - C. **FIRST PUBLIC HEARING REGARDING THE DEVELOPMENT AGREEMENT FOR ANNEXATION & ZONING DESIGNATION Z-25-20:** The North Myrtle Beach Planning Commission will host the first of two public hearings regarding the proposed Development Agreement associated with the annexation and zoning designation Z-25-20.
 - D. **MAJOR PLANNED DEVELOPMENT DISTRICT AMENDMENT Z-25-22:** City staff received an application for a major amendment to the Gator Hole Planned Development District (PDD) to redevelop an existing restaurant site with a Chick-fil-A drive-thru restaurant.
 - E. **MAJOR PLANNED DEVELOPMENT DISTRICT AMENDMENT Z-26-1:** City staff received an application for a major amendment to the Barefoot Resort Planned Development District (PDD) revising rear yard setbacks on golf course lots in the Tuscan Sands neighborhood.
 - F. **MINOR PLANNED DEVELOPMENT DISTRICT AMENDMENT Z-26-2:** City staff received an application for a minor amendment to the Parkway Group Planned Development District (PDD) revising signs at the McDowell Corporate Center.

- G. **SKETCH PLAN SUB-25-38:** A sketch plan creating 125 dwelling units within a site-specific development plan on Water Tower Road.
- H. **PRELIMINARY SUBDIVISION PLAT SUB-25-49:** A major preliminary plat of subdivision creating 53 residential lots, common area, and private rights-of-way in Phase Six of Grande Dunes North at the Parkway Group Planned Development District (PDD).
- I. **PRELIMINARY SUBDIVISION PLAT SUB-25-50:** A major preliminary plat of subdivision creating 69 residential lots, common area, and private rights-of-way in Phase 7A and 8A of Grande Dunes North at the Parkway Group Planned Development District (PDD).

7. PUBLIC COMMENT

8. ADJOURNMENT

Respectfully submitted,



L. Suzanne Pritchard, PLA, AICP, CFM

Assistant Director, Planning & Development

Anyone who requires an auxiliary aid or service for effective communication or participation should contact (843) 280-5555 as soon as possible, but no later than 48 hours before the scheduled event. **Notice to the Public of Rights under Title VI:** The City of North Myrtle Beach operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes he or she has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of North Myrtle Beach. Complaints must be filed within 180 days of the alleged discriminatory act. If information is needed in another language, contact (843) 280-5555. ~ Si se necesita *información en otro idioma llame al (843)280-5555.*

CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA
NORTH MYRTLE BEACH CITY HALL
PLANNING COMMISSION MEETING
Tuesday, January 6, 2026
5:00 PM

MINUTES

Silvio Cutuli, Chairman
Ty Bellamy, Absent
Harry Oehler
Joe Gosiewski
Ed Horton
Ed Prince
Callie Jean Wise

City Staff:
Suzanne Pritchard, Asst. Director
Amber Elmadolar, Plan Reviewer/GIS Tech
Chris Noury, City Attorney
Allison Galbreath, City Clerk
Angela Westmoreland, Asst. City Clerk

1. **CALL TO ORDER:** Chairman Cutuli called the meeting to order at 5:00 PM.
2. **ROLL CALL:** The City Clerk called the roll. A quorum was established.
3. **COMMUNICATIONS:** Chairman Cutuli opened the floor for nominations for the election of officers. Commissioner Gosiewski nominated Silvio "Rocky" Cutuli for Chair and was seconded by Commissioner Oehler. The nomination passed 6-0. Chairman Cutuli nominated Callie Wise as Vice Chair and was seconded by Commissioner Gosiewski. The nomination passed 6-0.
4. **APPROVAL OF MEETING MINUTES:**
The motion to approve the minutes of the December 2, 2025, meeting was made by Commissioner Horton and seconded by Commissioner Prince. Chairman Cutuli called for a vote. The motion passed 6-0.

Suzanne Pritchard, Planning and Development Assistant Director, asked the Commission to hear item 6C under New Business first.

6. NEW BUSINESS:

C. CAPITAL IMPROVEMENT PROJECT REVIEW CIP-25-1: Pursuant to § 6-29-540 of the South Carolina Code of Laws, City staff presents a proposed pickleball facility on Possum Trot Road for Planning Commission review, including courts, parking, pedestrian connections, and related site improvements. Assistant Director Pritchard stated the project will repurpose the existing site currently occupied by underutilized baseball fields. The proposed new facility includes 14 pickleball courts, including a championship court, associated support facilities, and improved pedestrian and vehicular circulation. She added that the proposed pickleball facility was consistent with the Comprehensive Plan, and staff had no issues. Matt Gibbons, Parks and Recreation Director, stated this project was exciting and would re-energize the Central Park area. Commissioner Oehler asked about the projected completion date, and Director Gibbons stated the proposed date was next year at this time. Commissioner Wise asked if there were any water features. Director Gibbons stated the championship court would be shaded, but no water features were planned. He noted the funding for the shade was raised by the pickleball community. He added this would be a first-class facility. Chairman Cutuli asked that the playground not be forgotten with this project. Director Gibbons stated the playground was due for replacement within the next two budgets and would be rebuilt after completion of this project. Commissioner Gosiewski asked how the number of parking spaces was determined. Director Gibbons stated that pickleball games and event schedules at the recreation center were not the same, and there were 103 spaces presently, with 53 to be added, including golf cart spaces.

Having no further comment from the public or Commission, Chairman Cutuli called for a motion. Commissioner Wise motioned to approve the Capital Improvement Project Review CIP-25-1, as submitted, and was seconded by Commissioner Prince. The motion to approve passed 6-0.

5. CONSENT:

- A. FINAL SUBDIVISION PLAT SUB-25-63:** A major final bonded plat of subdivision creating 31 residential lots, common area, and public rights-of-way in Phase 8B of Grande Dunes North.
- B. FINAL SUBDIVISION PLAT SUB-25-72:** A major final bonded plat of subdivision creating 55 residential lots, common area, and private rights-of-way in Phase three of Bell Tract, which is also known as Forestwood.
- C. FINAL SUBDIVISION PLAT SUB-25-77:** A major final bonded plat of subdivision creating 4 commercial lots and private rights-of-way for the McDowell Corporate. Assistant Director Pritchard read the consent items by title and stated the items had been discussed at the morning workshop.

Assistant Director Pritchard read the consent items by title and stated the items had been discussed at the morning workshop.

Having no comment from the public or Commission, Chairman Cutuli called for a motion. Commissioner Prince motioned to approve the Final Subdivision Plat SUB-25-63, the Final Subdivision Plat SUB-25-72, and Final Subdivision Plat SUB-25-77, as submitted, and was seconded by Commissioner Gosiewski. The motion to approve passed 6-0.

6. NEW BUSINESS:

- A. ZONING ORDINANCE TEXT AMENDMENT ZTX-25-15:** City staff had initiated a text amendment defining inground swimming pools. Assistant Director Pritchard stated this had been discussed at the morning workshop. She noted the zoning ordinance currently allowed unenclosed and inground swimming pools to be located within five feet of property lines in most residential zoning districts, but did not define that term. She stated this amendment provided consistent guidance for staff and applicants while preserving the intent of existing setback standards. Commissioner Wise asked if this ordinance addressed existing pools when affected by storms. The Assistant Director stated that there was a certain standard, which was addressed in another section of the ordinance.

Having no further comment from the public or Commission, Chairman Cutuli called for a motion. Commissioner Prince motioned to approve the Zoning Ordinance Text Amendment ZTX-25-15, as submitted, and was seconded by Commissioner Gosiewski. The motion to approve passed 6-0.

- B. ZONING ORDINANCE TEXT AMENDMENT Z-25-21:** City staff received a petition to annex ±1.05 acres on Bluffkin Road identified by PINs 350-16-03-0066, 350-16-03-0067, and 350-16-03-0068. The lots are currently unincorporated and zoned Manufactured/Single-Family 10 (MSF10) by Horry County. The petition also reflects the requested City of North Myrtle Beach zoning district of Mobile/Manufactured Home Residential (R-3) and will be heard concurrently. Amber Elmadolar, Plan Reviewer/GIS Tech, read the item by title and stated the proposed zoning designation, R-3, was a primary recommended zoning district and was consistent with the Comprehensive Plan. She added that staff had no issues. Commissioner Gosiewski asked about a gravel road and asked if it was unusable. Ms. Elmadolar stated that the area was a Santee Cooper easement. Commissioner Wise asked if this could be considered spot zoning. Chris Noury, City Attorney, stated there should

not be a spot zoning issue, but it could be challenged. He added that if challenged, the City would defend that it was not spot zoning. Discussion continued, and Mr. Noury read the spot zoning definition and reiterated that a challenge would most likely not be successful. He added that the zoning was consistent with the Comprehensive Plan and was not being allowed solely to benefit the applicant.

Tyler Mann, Applicant, stated that the zoning change was requested because there was no water or sewer tie-in without annexation into the City. Commissioner Horton asked if Mr. Mann planned to develop the property with manufactured housing. Mr. Mann stated he did not have a firm development plan at this time.

Commissioner Prince asked if there had been any concerns from residents. Assistant Director Pritchard stated that the annexation had been advertised and that there were no comments.

Having no further comment from the public or Commission, Chairman Cutuli called for a motion. Commissioner Gosiewski motioned to approve the Zoning Ordinance Text Amendment ZTX-25-21, citing "A" where necessary to implement the Comprehensive Plan, and was seconded by Commissioner Prince. The motion to approve passed 6-0.

C. CAPITAL IMPROVEMENT PROJECT REVIEW CIP-25-1: Heard earlier in the meeting.

D. MINOR PLANNED DEVELOPMENT DISTRICT AMENDMENT Z-25-19: City staff received an application for a minor amendment to the Parkway Group Planned Development District (PDD) for a building supply sign. Assistant Director Pritchard stated City Council approved a major amendment to the Parkway Group PDD on May 2, 2022, entitling phases one and two of the Palmetto Coast Industrial Park. That amendment included placeholder language for signage, with the intent that specific sign details would be addressed through a subsequent amendment as needed. The applicant has requested a minor amendment to the Parkway Group PDD to replace placeholder sign provisions with site-specific sign details. The amendment clarifies sign location, size, and design and is consistent with the approved building architecture. She added that staff had no issues.

Having no further comment from the public or Commission, Chairman Cutuli called for a motion. Commissioner Oehler motioned to approve the Minor Planned Development District Amendment Z-25-19, as submitted, and was seconded by Commissioner Gosiewski. The motion to approve passed 6-0.

7. PUBLIC COMMENT:

None

8. ADJOURNMENT:

Chairman Cutuli called for a motion to adjourn the meeting. Commissioner Prince motioned to adjourn the meeting and was seconded by Commissioner Oehler. The motion to adjourn passed 6-0. The meeting adjourned at 5:32 PM.

Respectfully submitted,

Angela C. Westmoreland
Assistant City Clerk

NOTE: BE ADVISED THAT THESE MINUTES REPRESENT A SUMMARY OF THE PLANNING COMMISSION MEETING AND ARE NOT INTENDED TO REPRESENT A FULL TRANSCRIPT OF THE MEETING.

5A. FINAL SUBDIVISION PLAT SUB-25-62: A major final bonded plat of subdivision creating 22 residential lots, common area, and private rights-of-way in Phase 9C of Grande Dunes North.

Background

The Planning Commission approved the preliminary plat of subdivision for Grande Dunes North Phase 9C on July 18, 2023.

Existing Conditions

Accessed by Bliss Drive, the total area of the subdivision is ±4.96 acres. The subject property is one lot of record, identified by PIN 389-00-00-0007. The property is zoned Planned Development District (PDD) and is located within the City’s jurisdiction. Currently, the infrastructure is under construction.

Proposed Conditions

The applicant, Cameron Parker of DRG, agent for the owner, has proposed a bonded major final plat of subdivision creating 22 residential lots, one common area lot, and private rights-of-way. All residential lots are intended for the construction of single-family residences; the smallest lot is ±6,480 square feet; the largest lot is ±9,742 square feet. The density of the subdivision is 4.4 dwelling units per acre. This plat creates Majestic Court and Maritime Lane, both 50’ private rights-of-way. All new roadways are designed to meet City standards, including requiring sidewalks and street trees according to the Land Development Regulations and approved planned development district documents. The proposed major final plat is substantially consistent with the previously approved preliminary plat.

In lieu of completing the required improvements detailed in the associated major preliminary plat of subdivision [SUB-23-26], the owner will provide the City with a financial guarantee for the construction and installation of these improvements pursuant to § 20-36(2) of the City’s land development regulations. The Department of Public Works has approved the amount of the financial guarantee, and the City Attorney is reviewing the form of the financial guarantee. The applicant will provide a site improvement bond for \$208,716.25 to the City upon plat approval by the planning commission. This financial guarantee would be exercised by the City to complete any outstanding required improvements if not completed by the developer.

Staff Review

Planning Division

The planning division has no issue with the proposed major final plat of subdivision.

Zoning Division

The zoning division has no issue with the proposed major final plat of subdivision.

Public Works

The public works department has no issue with the proposed major final plat of subdivision.

Public Safety

The Fire Marshal has no issue with the proposed major final plat of subdivision.

Planning Commission Action

The Planning Commission may approve, approve with modifications and/or conditions; or disapprove the plat, as submitted.

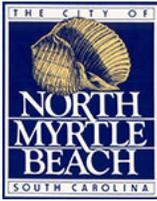
Alternative Motions

I move that the planning commission approve the major bonded final plat of subdivision [SUB-25-62] prepared for Phase 9C of Grande Dunes North.

OR

I move (an alternate motion).

SUBDIVISION NAME:
Grande Dunes North Phase 9C

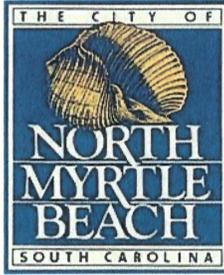


Subdivision Finance Account Code:	3.21
FEE DUE/PAID:	\$0.00 on
FILE NUMBER:	SUB-25-62
Complete Submittal Date:	

City of North Myrtle Beach, SC

Application for a Major Plat

GENERAL INFORMATION			
Date of Request: October 24, 2025		Property PIN(S): 389-00-00-0007	
Property Owner: GDN Group, LLC		Type of Subdivision: Major Final Subdivision	
Address or Location: End of Grande Dunes North Blvd		Project Contact: Cameron Parker	
Contact Phone Number: Contact the Planning Division for Info		Contact Email Address: Contact the Planning Division for Info	
PROJECT INFORMATION			
Zoning:	Total Area: 4.96 Acres	Existing # of Lots: 1	Proposed # of Lots: 24
Total # of Residential/Commercial Lots: 22	Area of Largest Lot: 8,346 sq. ft.	Area of Smallest Lot: 6,930 sq. ft.	Linear Feet of New Streets: 612
Total # of Common/Open Space Lots: 1	Total Area of Common/Open Space Lots: 0.26	Total # of Utility Space Lots: 0	Total Area of Utility Lots: 0
Proposed Street Names:			
Are Wetlands Present on Site? No			
Are Trees Greater than 16" Caliper Present on Site? Yes		Is the applicant requesting that Planning Commission authorize the removal of any tree to permit the installation of infrastructure, including trees greater than 24" caliper? No	
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: Cameron Parker</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.			



CITY OF NORTH MYRTLE BEACH
LETTER OF AGENCY

Revision Date 05.24.19

Today's Date: 06/05/23

Nature of Approval Requested: Plat Approval

Property PIN(s): 38900000007

Property Address/Location: Grande Dunes North Village

I, GDN Group, LLC, hereby authorize J. Cameron Parker

to act as my agent for for the purposes of the above referenced approval.



Signature
Manager

Title

Signature

Title

Please have all property owners sign application; disregard additional spaces if not needed. If additional signature lines are required, please duplicate this sheet and bind all sheets together into one document.

6A. ZONING ORDINANCE TEXT AMENDMENT ZTX-26-1: City staff has initiated a text amendment requiring screening for certain mechanical equipment when located within required side yard setbacks.

Background:

In January 2025, City Council adopted ordinance amendments to address recurring accessibility issues related to the placement of residential mechanical equipment within required side and rear yard setbacks. Those amendments allowed certain structures and equipment, including HVAC units, pool equipment, generators, and most recently, propane tanks, to encroach into side and rear yard setbacks when specific size and operational noise standards are met, reducing the need for variances on constrained residential lots.

Following adoption of those changes, City Council raised concerns regarding the compatibility impacts of mechanical equipment located within required setbacks, particularly where such equipment may be visible or audible from adjacent properties. While the prior amendments addressed placement and separation requirements, they did not include screening standards. City Council has requested that additional provisions be established to require screening for mechanical equipment encroaching into required setbacks to mitigate both visual and noise impacts on neighboring properties.

Proposed Changes:

City staff has initiated a text amendment to require screening for certain mechanical equipment when located within required yard setback areas. The proposed amendment builds upon the previously adopted encroachment allowances by adding a screening requirement intended to reduce visual and noise impacts and improve neighborhood compatibility. The amendment does not change the types of equipment permitted to encroach or the applicable separation standards but clarifies that when such equipment is placed within a required side yard setback, it must be screened from adjacent properties.

The proposed amendment addresses **§ 23-105. - Structures projecting into required yards**, of *Chapter 23, Zoning*, and would appear in the Ordinance as follows (new matter underlined; deleted matter struck-through):

Sec. 23-105. - Structures projecting into required yards.

The following structures within the limits set forth may project into required yards:

- (1) Buttress or chimney, not more than twelve (12) inches; projecting roof overhang, not more than twenty-four (24) inches into front yard or rear yard.
- (2) Unenclosed steps not extending more than three (3) feet into a front or rear yard provided other applicable building codes are complied with.
- (3) Accessible ramps, home elevators, and residential lifts not more than fifty percent (50%) of the required depth of the front or rear yard provided other applicable building codes are complied with.
- (4) Retaining wall of any necessary height, but not closer than eighteen (18) inches to a street line.

- (5) A protective hood or door overhang over a doorway may extend not more than three (3) feet into the required minimum front and rear yards.
- (6) HVAC units, swimming pool equipment, non-portable electric generators, and propane tanks.
 - a. In one- and two-family dwellings, HVAC units, swimming pool equipment certified by the manufacturer to not exceed seventy (70) decibels of sound at a five (5) foot distance during operating conditions, non-portable electric generators, and not more than two above-ground propane tanks not exceeding 125 gallons each may encroach into side yard and rear yard setback areas.
 - b. When such equipment is located within a required yard setback, it shall be screened from adjacent properties by a solid fence, wall, or comparable opaque screening structure with a minimum height of six (6) feet. Screening shall be installed and maintained so as to fully screen the equipment from view at grade from adjacent properties and shall be designed to comply with all applicable manufacturer clearance, ventilation, and safety requirements.
 - c. No minimum separation is required between such equipment on the same property. However, there must be at least a five (5) foot separation between these encroachments and any adjacent property’s encroachments, ensuring a clear path to maneuver around equipment on different properties.
 - d. In all other cases HVAC units, swimming pool equipment, and non-portable electric generators must meet the setbacks of the zoning districts.

According to § 23-4, *Amendments*, of the Zoning Ordinance, the advertisement requirement for Zoning Ordinance amendments is 15 days, and that advertisement notice has been met. The amendment is presented to the Planning Commission for a recommendation that will be forwarded to City Council at their next meeting scheduled for February 16, 2026.

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 zoning ordinance text amendment [ZTX-26-1] as submitted.

OR
- 2) I move that the Planning Commission recommend denial of the zoning ordinance text amendment [ZTX-26-1] as submitted.

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

6B. ANNEXATION & ZONING DESIGNATION Z-25-20: City staff received a petition to annex ±64.46 acres on the northwest corner of the intersection of Champions Boulevard and SC Highway 90 identified by PINs 349-00-00-0006 and 349-00-00-0007. The lots are currently unincorporated and zoned Commercial Forest Agriculture (CFA) by Horry County. The petition also reflects the requested City of North Myrtle Beach zoning district of Highway Commercial (HC) and will be heard concurrently.

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 CFA under Horry County jurisdiction. Located off Champions Boulevard and Highway 90, the parcels are vacant. Surrounding parcels within City limits are zoned Highway Commercial (HC) and Mid-Rise Multifamily Residential (R-2A); surrounding Horry County parcels are zoned CFA and Retail with Accessory Outdoor Storage District (RE4).

Proposed HC Zoning Development Standards

		Single-Family Dwelling	Multifamily Dwellings	Hotels, Motels, Resort Accommodations	All Other Uses ³
Minimum Site Area (SF)		NA	15,000	15,000	10,000
Minimum Lot Area per Dwelling Unit		10,000	1,350	NA	NA
Minimum Lot Width		NA	100 feet	100 feet	NA
Minimum Yards:	Front	25 feet	20 feet	20 feet	20 feet
	Side	10 feet ⁵	¹	¹	8 ²
	Rear	20 feet	20 feet	20 feet	20 feet
Maximum Impervious Surface Ratio		60%	80%	80%	90%
Common Open Space			20%	20%	NA
Maximum Height of Structures		35 feet	50 feet	70 feet	50 feet ⁴
Maximum Height of Signs		N/A	10 feet	40 feet	40 feet

Notes:

¹ Ten (10) feet for the first thirty-five (35) feet plus one (1) foot for each one and one-half (1½) feet over thirty-five (35) feet; for each building in excess of eighty (80) feet in width, one (1) additional foot on each side shall be required for each seven (7) feet in building width over eighty (80) feet. For calculating side setbacks and/or building separations, the height of the roof section (if not devoted to living or storage space) shall not be considered in determining the height of the structures.

² On buildings two hundred (200) feet in width or less, an eight-foot setback shall be required, except that commercial condominium projects shall be allowed to share interior property lines; for buildings greater than two hundred (200) feet in width, the following setbacks shall be required on the end units; further provided that such projects (buildings) shall not exceed six hundred (600) feet in width.

Width of Project	Side Yard Required (2 Sides)
To 200 feet	8 feet
201–400 feet	16 feet
401–600 feet	30 feet

³ "Big box" retail shall provide the following: All lighting systems installed within the parking area shall use a ninety-degree (or less) cutoff luminaire angled away from non-commercial properties with a maximum height of thirty (30) feet measured from the base of the pole when installed. All lamp posts shall be contained within a landscape island. Reference article VII, general supplemental, developments of regional significance, for guidelines and standards affecting gross retail square footage of seventy-five thousand (75,000) square feet or greater.

⁴ With approval of the North Myrtle Beach Board of Zoning Appeals as a special exception, amusement rides in amusement parks can extend up to seventy (70) feet in height.

⁵ A five-foot side yard setback shall be required for substandard lots of record.

HC District Permitted Uses

Permitted uses within HC districts include the following: Personal service establishments; convenience, primary and secondary retail establishments; general business services; funeral homes and accessory crematoriums; professional offices; commercial recreation establishments; churches, places of worship, and religious institutions including accredited educational facilities when accessory thereto; motels, hotels, lodges, and inns; hospitals, clinics, nursing and convalescent homes; educational institutions; armories, lodges and civic clubs; commercial and training schools; animal hospitals and veterinary clinics; automobile service and repair; public and private transportation service and facilities; commercial parking lots and structures; adult entertainment establishments; signs as permitted by Article III; accessory uses incidental to multifamily dwellings, hotels, motels, inns, lodges and resort residential; other accessory uses; cemeteries; and video gaming machines or stations.

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 (RS) and Mixed Use (MU) as the land use classes for the subject area. The principal permitted uses noted in the compliance index for RS 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 Single-Family R-1; Single-Family Residential Low-Medium Density (R-1A), R-1B are the secondary zoning district alternatives.

The principal permitted uses noted in the compliance index for MU include larger scale mixed-use development at key transportation nodes and gateways in the community, intense mixed-use development with access to major transportation corridors; walkable areas where users can park once and access live,

work, and play services in proximity. The recommended primary zoning district is HC and Resort Commercial (RC); Neighborhood Commercial (NC) is the secondary zoning district alternatives.

The proposed zoning designation, HC, is a primary recommended zoning district for MU and is not a recommended zoning district for RS 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 RS 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 MU future land use classification is identified as follows: Intended for larger scale mixed-use development at key transportation nodes and gateways in the community. Areas of this sort are well positioned for intense mixed-use development, especially given their access to major transportation corridors. This category supports the creation of walkable areas where users can park once and access live, work, and play services in proximity.

The proposed HC zoning is consistent with the Mixed-Use land use classification and inconsistent 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 HC zoning district is, “To provide commercial opportunities to the traveling public, and areas in the community where large-scale commercial projects may take place with minimal impact on contiguous residential development. This district is designed to support local as well as regional shopping centers, and business complexes. As such, this district will accommodate a wide range of business and commercial uses, clustered where feasible for “cumulative attraction” and located for optimum accessibility.”

The uses permitted in the HC district would be appropriate in the area. The proposed annexation and zoning request applies a single HC zoning district across both parcels. While HC is not a recommended zoning district for areas designated RS when considered independently, staff finds the request appropriate in this case due to the parcels being planned and developed as a unified project. The development pattern, access, and infrastructure are shared across both parcels, and the overall design aligns more closely with the intent of the Mixed-Use designation than with a stand-alone residential suburban development. As proposed, the annexation supports coordinated site planning and

implementation of a cohesive development rather than fragmented zoning across parcel boundaries.

- 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:

New access points off Champions Boulevard subject to city of NMB encroachment permit application review/approval; access off SC Hwy 90 subject to SC DOT 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:

Public water and sewer is available; GSWSA water and sewer service area.

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 the City Council at their next meeting tentatively scheduled for March 2, 2026. Should the Planning Commission desire to forward a positive recommendation to the 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-25-20] as submitted.

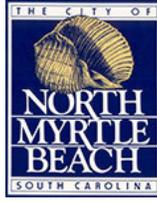
OR

- 2) I move that the Planning Commission recommend denial of the annexation and zoning petition [Z-25-20] as submitted.

OR

- 3) I move (an alternate motion).

FILE NUMBER:	Z-25-20
Complete Submittal Date:	December 3, 2025

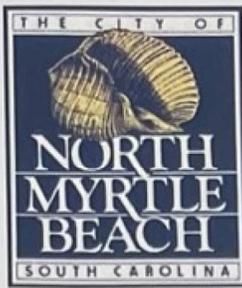


Notice Published:	
Planning Commission:	January 6, 2026
First Reading:	February 2, 2026
Second Reading:	February 16, 2026

City of North Myrtle Beach, SC

Petition for Annexation & Zoning

GENERAL INFORMATION	
Date of Request: December 3, 2025	Property PIN(S): 3490000006, 3490000007
Property Owner(s): SARVIS PAMELA HAYES, HAYES FAMILY PROPERTIES LLC	Type of Zoning Map Amendment: Petition for Annexation and Zoning
Address or Location: NW of intersection of Champions Blvd & HWY 90	Project Contact: Cameron Parker
Contact Phone Number: Contact the Planning Division for Info	Contact Email Address: Contact the Planning Division for Info
Current County Zoning: CFA	Proposed Zoning: HC
Total Area of Property: 64.56 Acres	Approximate Population of Area to be Annexed: 0
RECORDED COVENANT INFORMATION	
<p>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>Cameron Parker</u></i></p>	
<p>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.</p>	



CITY OF NORTH MYRTLE BEACH
LETTER OF AGENCY

Revision Date 05.24.19

Today's Date:

Nature of Approval Requested: Petition for Annexation and Zoning

Property PIN(s): 34900000006 & 34900000007

Property Address/Location: West of Int of HWY 90, Robert Edge Blvd and Champions Blvd

I, the current landowners of the subject properties, hereby authorize Development Resource Group

to act as my agent for for the purposes of the above referenced approval.

K Scott
Signature
co-owner / Hayes Family Properties
Title

Lorey Davis PR
Signature
PANGELA SARVIS ESTATE
Title

Signature

Title

Signature

Title

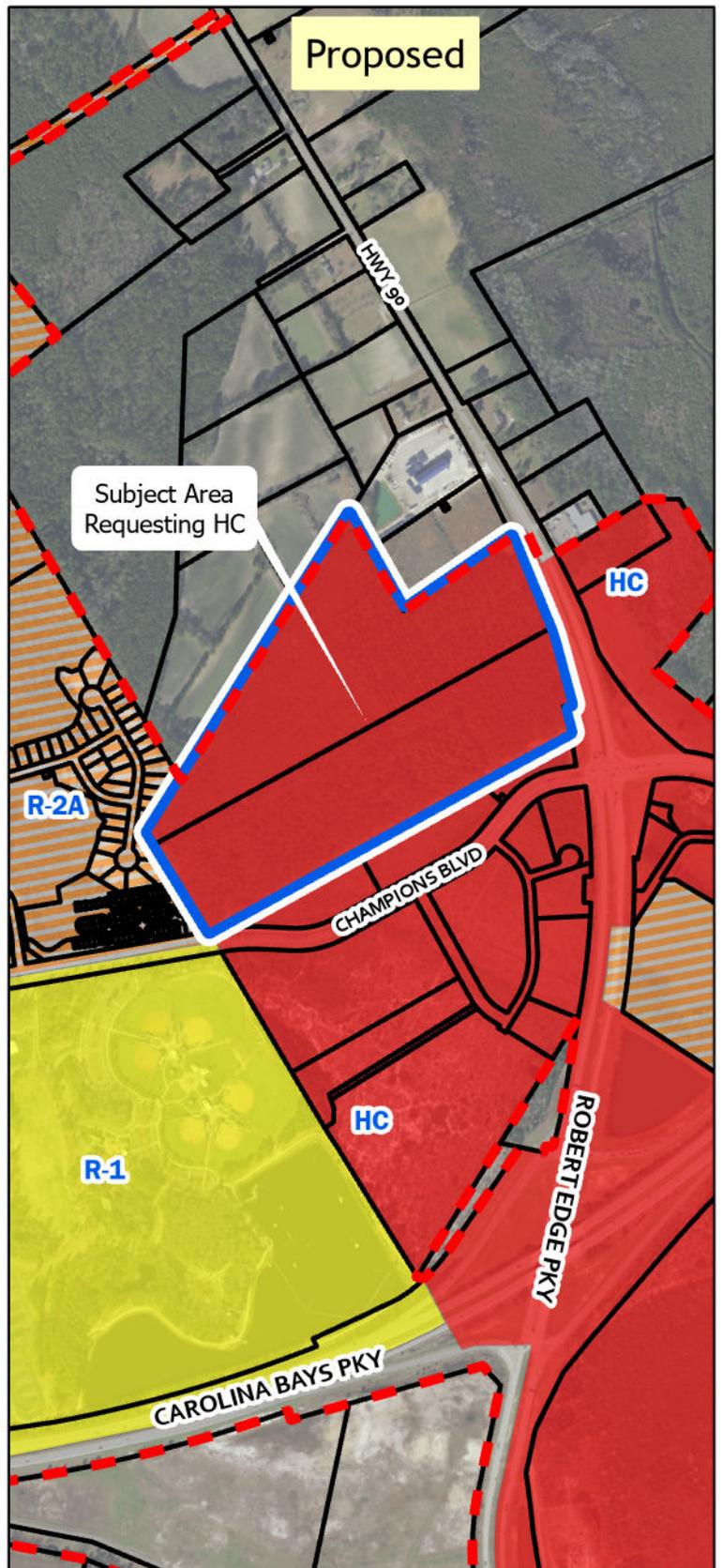
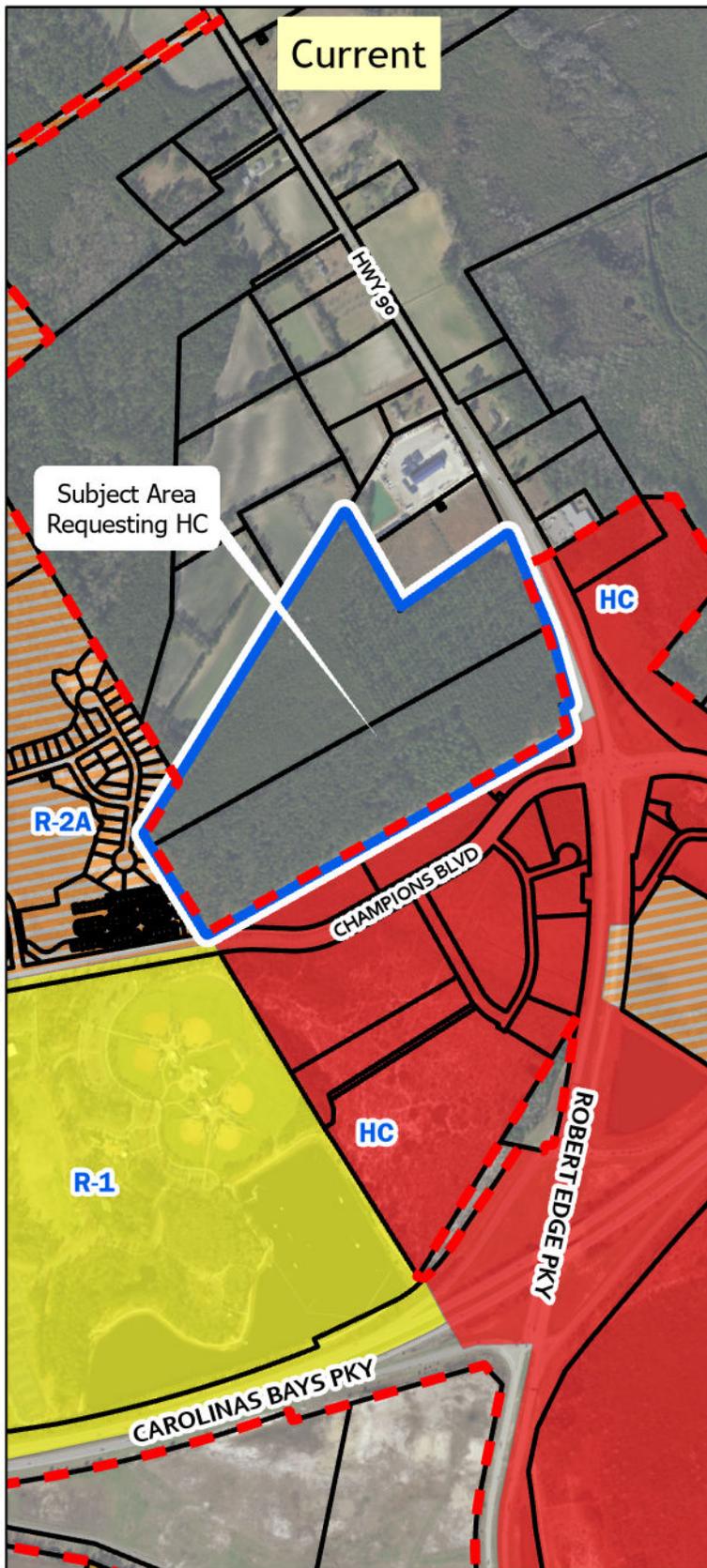
Signature

Title

Signature

Title

Please have all property owners sign application; disregard additional spaces if not needed. If additional signature lines are required, please duplicate this sheet and bind all sheets together into one document.

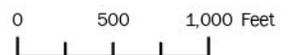


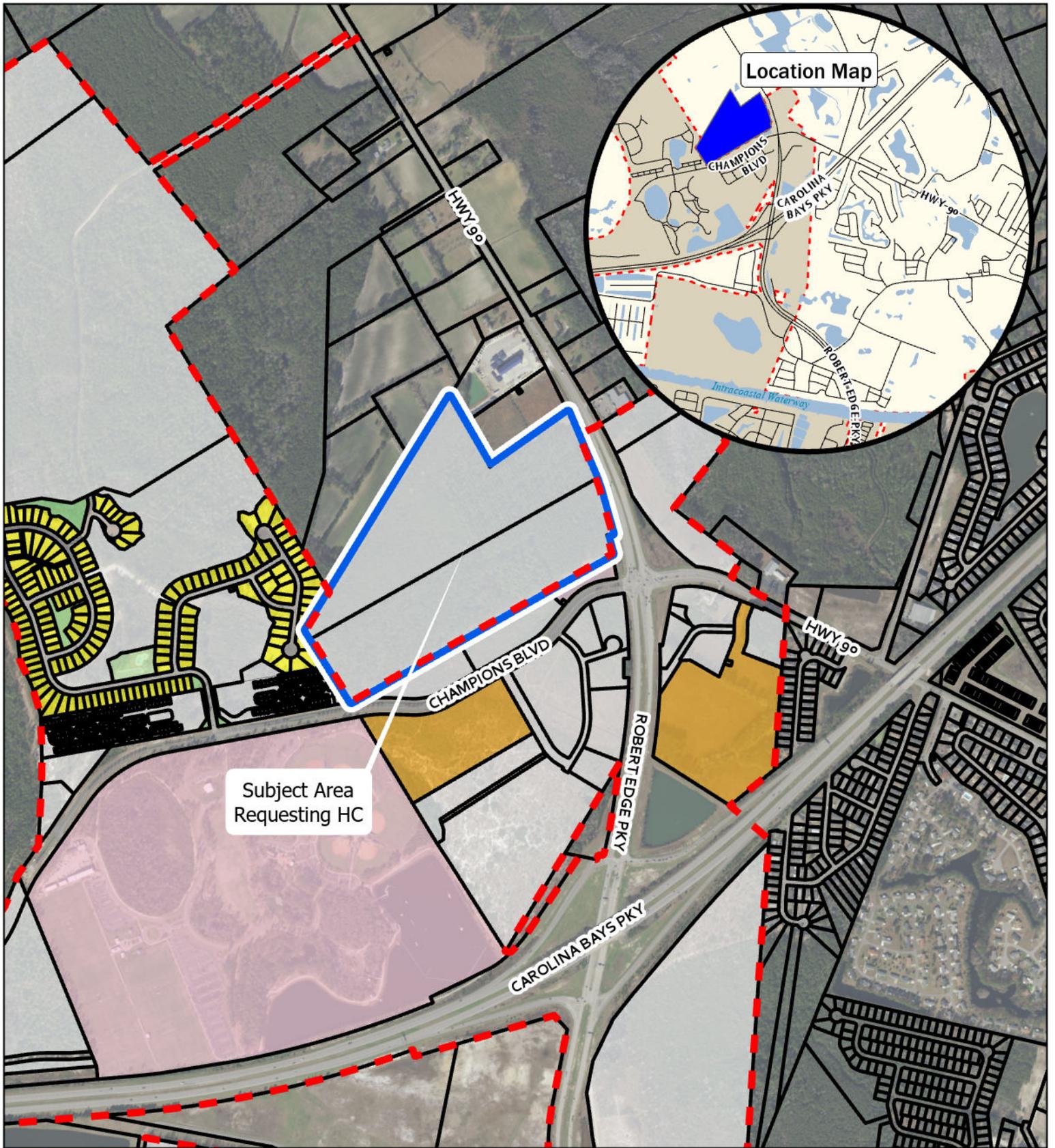
Legend

-  North Myrtle Beach City Limit
-  Subject Area
-  Zoning District HC
-  Zoning District R-1
-  Zoning District R-2A



Exhibit A: Zoning Map Z-25-20





- North Myrtle Beach City Limit
- Subject Area

- Existing Land Use
- Amenity Area
 - Common Open Space

Legend

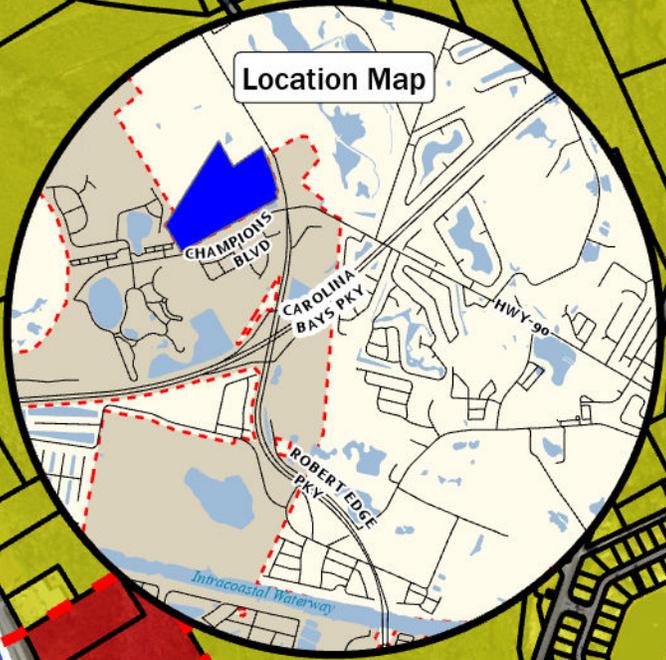
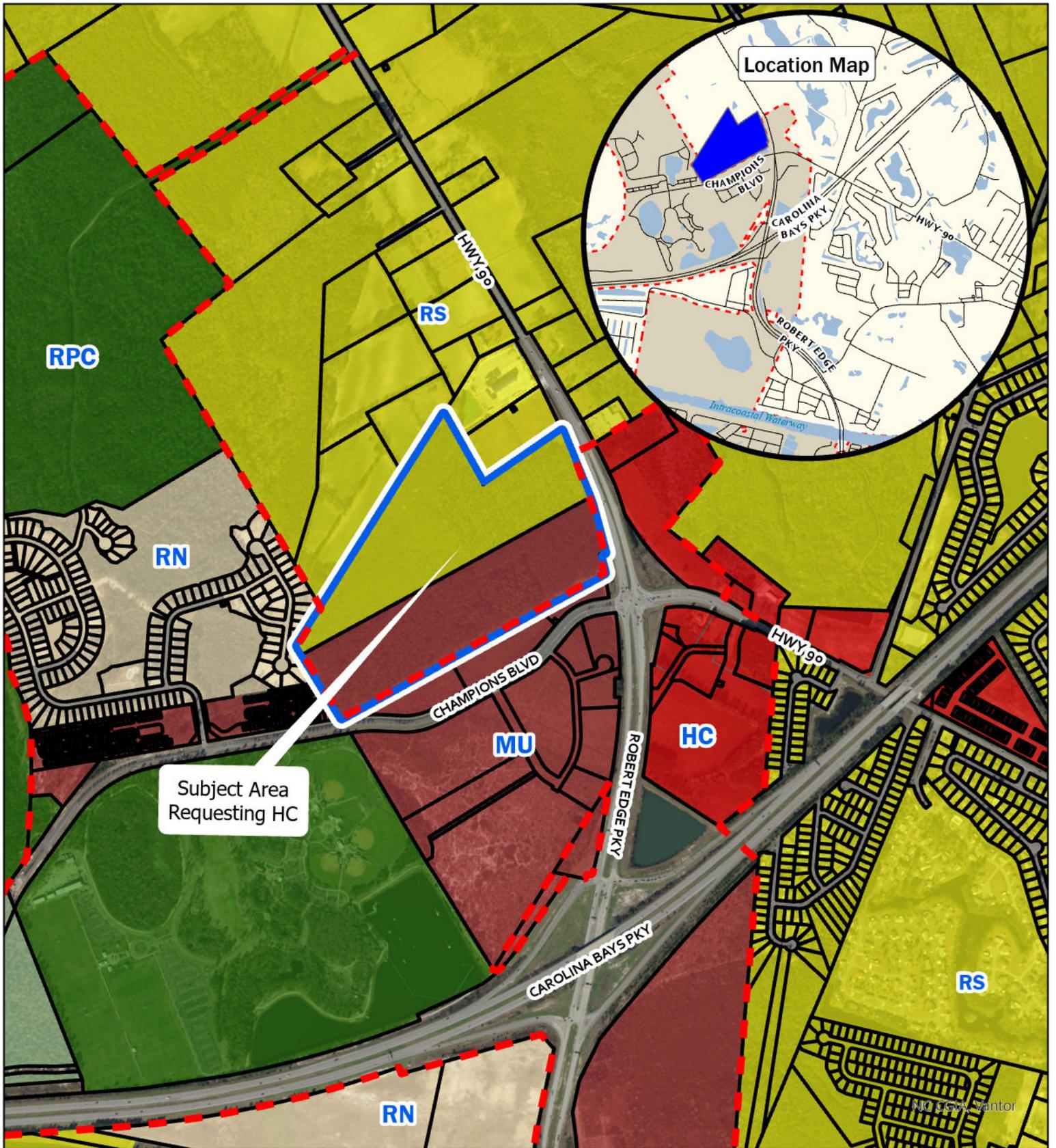
- Multi-Family
- Private Common Open Space
- Single-Family

- Vacant



Existing Land Use

0 500 1,000 Feet

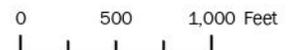


Legend

- North Myrtle Beach City Limit
- Subject Area
- Future Land Use CC
- Future Land Use HC
- Future Land Use MU
- Future Land Use RN
- Future Land Use RPC
- Future Land Use RS



Future Land Use



6C. FIRST PUBLIC HEARING REGARDING THE DEVELOPMENT AGREEMENT FOR ANNEXATION & ZONING DESIGNATION Z-25-20: The North Myrtle Beach Planning Commission will host the first of two public hearings regarding the proposed Development Agreement associated with the annexation and zoning designation Z-25-20.

On behalf of WMG ACQUISITIONS, LLC; a Delaware limited liability company and collectively referred to as “Developer,” the Developer seeks to enter this Amended and Restated Development Agreement with the City of North Myrtle Beach for a commercial shopping center off Champions Boulevard and Highway 90 covering ±73.5 acres. The property is identified by the following PINs: 349-07-04-001, 349-07-01-0002, 349-00-00-0006 and 349-00-00-0007.

Items of Note

1. *Term of Agreement.* The duration of the Agreement is five years from the date of execution, with one automatic additional five-year extension, provided the Developer is not in default and has diligently pursued development.
2. *Private Roads.* Any internal roadways serving subdivided parcels within the Project shall be private roads constructed to City standards and maintained by an Owners Association. The City will not assume maintenance responsibility.
3. *Conceptual Master Plan.* The Development Agreement incorporates a Master Plan for the property, which establishes the overall layout of buildings, access points, internal circulation, buffering, open space, stormwater areas, and pedestrian connectivity. Development of the Property must be generally consistent with the approved Master Plan, subject to minor administrative adjustments that do not materially alter the overall character or intensity of the Project. Any substantial deviation from the approved Master Plan would require amendment of the Development Agreement.
4. *Perimeter Masonry Wall.* An eight-foot partial perimeter masonry wall shall be installed along the boundary adjacent to Park Ridge HPR and Park Pointe Subdivision to provide visual screening and light buffering
5. *Supplemented Vegetative Buffer.* A landscaped buffer of not less than 25 feet in depth shall be installed along the same shared boundaries, including canopy trees and understory plantings.
6. *Multi-Purpose Path.* A multi-purpose path not less than ten feet in width shall be installed along the perimeter adjacent to Park Ridge and Park Pointe to provide pedestrian, bicycle, and golf cart connectivity.
7. *Off-Site Road Improvements.* As a public benefit, the Developer shall construct:
 - a. Two right-in/right-out entrances along Robert Edge Parkway, including acceleration and deceleration lanes (subject to SCDOT approval); and
 - b. One full-access entrance and one right-in/right-out entrance along Champions Boulevard, including associated improvements, subject to approval by the City Engineer

8. *Construction Traffic Hours.* Construction delivery traffic accessing the site via Champions Boulevard shall be limited to the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding public holidays.
9. *Building Materials and Design Elements.* Certain exterior materials, including vinyl siding, metal siding, fiberglass, plastic, asphalt siding, and split-faced block, are prohibited. Additional architectural standards are included as part of the Approved Materials and Building Elements Exhibit.
10. *Height Restriction Zone.* Buildings constructed within 200 feet of the shared boundary with Park Ridge and Park Pointe shall not exceed 35 feet in height.
11. *Restrictive Covenants.* The public benefits and development obligations shall be memorialized in a separate recorded Restrictive Covenants Agreement that will run with the land.

Fees and Public Benefits

1. The Developer shall be subject to all applicable development impact fees imposed by the City at the time of building permit issuance, applied consistently and uniformly to similarly situated properties within the City
2. The Developer shall construct the off-site roadway improvements described above, including improvements to Robert Edge Parkway and Champions Boulevard.
3. The Developer shall install and maintain the perimeter wall, vegetative buffer, and multi-purpose path as public benefits associated with this Agreement.

The Planning Commission's role in Development Agreements is limited to HOSTING the first of two required public hearings. The Planning Commission will take no action and will not vote on the Development Agreement but may offer comments for the City Council's consideration. After hosting the public hearing, a second public hearing and first reading of ordinance will take place at the City Council meeting anticipated to occur on Monday, March 2, 2026.

STATE OF SOUTH CAROLINA)
)
COUNTY OF Horry)

**DEVELOPMENT AGREEMENT FOR
CHAMPIONS BLVD. COMMERCIAL**

THIS DEVELOPMENT AGREEMENT (“*Agreement*”) is made and entered this ___ day of _____, 2026, by and among **WMG ACQUISITIONS, LLC**, a Delaware limited liability company, its affiliates, subsidiaries, successors and assigns (“*Developer*”) and the governmental authority of the **CITY OF NORTH MYRTLE BEACH**, a body politic under the laws of the State of South Carolina (“*City*”).

WHEREAS, the legislature of the State of South Carolina has enacted the “South Carolina Local Government Development Agreement Act”, as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended; and

WHEREAS, Section 6-31-10(B)(1) of the Act, as defined below, recognizes that “[t]he lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning”; and

WHEREAS, Section 6-31-10(B)(6) of the Act, as defined below, also states that “[d]evelopment agreements will encourage the vesting of Subject Property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the development agreement or in any way hinder, restrict, or prevent the development of the project. Development agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested Subject Property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State”; and

WHEREAS, the Act, as defined below, further authorizes local governments, including municipal governments, to enter into development agreements with developers to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and

WHEREAS, the City seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed development and a stable and viable tax base; and

WHEREAS, Developer is the equitable owner, by way of separate purchase agreements for each of the parcels of real Subject Property identified as Horry County PIN No.: 349-07-04-0001; 349-07-01-0002; 349-00-00-0006 and 349-00-00-0007 (collectively the “*Subject Property*”); the legal and fee simple owner of each of such parcels of real estate being represented by separate joinders attached hereto, evidencing their respective consent and acknowledgement to the encumbrances upon such real Subject Property represented by the terms of this Agreement; and

WHEREAS, the Developer intends to improve and develop the Subject Property as a commercial shopping center to include both neighborhood convenience commercial uses, restaurants, and big box retail which may include, but not be limited to a grocery store (collectively the “*Project*”), each parcel comprising the Subject Property having been annexed into the corporate boundaries of the City on or before the date of this Agreement; and

WHEREAS, the City finds that the program of development for this Subject Property (as hereinafter defined) proposed by Developer over approximately the next Five (5) years or as extended as provided herein is consistent with the City’s comprehensive land use plan and land development regulations, and will further the health, safety, welfare and economic wellbeing of the City and its residents; and

WHEREAS, the development of the Subject Property and the program for its development presents an opportunity for the City to secure quality planning and growth, protection of the environment, and to strengthen the City’s tax base; and

WHEREAS, this Agreement is being made and entered into between Developer and the City, under the terms of the Act, for the purpose of providing assurances to Developer that it may proceed with its development plan under the terms hereof, consistent with its annexation and approved zoning (as hereinafter defined) without encountering future changes in law which would materially affect the Developer’s ability to develop the Subject Property under its approved zoning, for the purposes of ensuring certain controls over the development of the Subject Property for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the City;

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both the City and Developer by entering this Agreement, and to encourage well planned development by Developer, the receipt and sufficiency of such consideration being hereby acknowledged, the City and Developer hereby agree as follows:

1. **INCORPORATION.** The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth under Section 6-31-10(B) of the Act.
2. **DEFINITIONS.** As used herein, the following terms mean:

“*Act*” means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; attached hereto as **Exhibit “A”**.

“*Code of Ordinances*” means the Code of Ordinances for the City, as amended and in effect as of the date hereof, as the same may be amended from time to time, a complete copy of which is on file in the City’s office.

“*Developer*” means WMG Acquisitions, LLC, a Delaware limited liability company, all of its permitted assignees, and all successors in title or lessees who undertake development of the Subject Property as a Developer or who are transferred Development Rights and Obligations.

“*Developer Default*” for purposes of this Agreement, Developer Default shall mean that (i) Developer has breached the specific obligations of this Agreement, and, following prior written notice from the City, has failed to cure such breach within Thirty (30) days of the date of written notice from the City; or (ii) once commenced, Developer has failed to continue with Development

Work, as defined in this Agreement, on the Subject Property for a period of more than Six (6) months, and, following prior written notice from the City, has failed to cure such breach within Thirty (30) days of the date of written notice from the City.

“Developer Default Remedy” notwithstanding any other remedy that may be available to the City at law, or in equity, as a result of a Developer Default, Developer and the City agree that the City may elect to (i) withhold issuance of building permits until such Developer Default is cured; (ii) seek injunctive relief to stop any such continuing Developer Default, or (iii) any other remedy available at law or in equity.

“Development Rights and Obligations” means the rights, obligations, benefits and approvals of the Developer(s) under the ordinances of the City and this Agreement.

“Development Work” means the periodic operation of development activities on the Subject Property, which include, but are not limited to clearing, grading, erosion control, site work, and landscaping under the terms of a written contract with the Developer.

“Effective Date” means the date on which this Agreement is executed and finally approved by the City following second reading of the ordinance approving this Agreement by the City Council of the City.

“Jurisdictional and Non-Jurisdictional Waters of the State of South Carolina and the United States” means those areas identified by the United States Army Corps of Engineers (“Corps”) and/or the South Carolina Department of Health and Environmental Control (“DHEC”) or any other applicable governmental authority as wetland areas subject to the regulation of the Corps and/or DHEC.

“Land Development Regulations” means the Land Development Regulations for the City, as amended and in effect as of the date hereof, which includes the Complete Streets Ordinance of the City, or further amended by this Agreement, and from time to time pursuant to this Agreement.

“Conceptual Master Site Plan” means that certain initial Conceptual Master Site Plan prepared by Developer, which Conceptual Master Site Plan depicts the alignment of the roadway network, the storm water facilities, utility corridors and proposed off-site roadway improvements along Champions Boulevard, each of which remain subject to final approval by the City in accordance with the Code of Ordinances, including but not limited to the zoning designation of Highway Commercial (“**HC District**”), Developer and City acknowledging that the Conceptual Master Site Plan may be amended, in compliance with the Code of Ordinances, subject to the obligations of Developer set forth herein, without the need to amend this Agreement, unless such amendment to the Conceptual Master Site Plan requires the amendment of the obligations of Developer set forth herein.

“Owners Association” as used herein shall be deemed to mean any Subject Property owners association which may be formed by Developer for purposes of governing the Project, including the enforcement of restrictions and covenants, and for the maintenance and upkeep of any common areas and/or community infrastructure developed under this Agreement, but not accepted by the City for perpetual ownership and maintenance, to include but not be limited to: common areas, wetlands and storm water management systems specifically conveyed to such Owners Association in the event the

Developer elects to convey any portion of the Subject Property by separate ownership from the remaining portions of the Subject Property.

“*Term*” means the duration of this Agreement as set forth in Section 3 hereof.

3. **TERM.** The Developer represents and warrants that the Subject Property consists of a total of not less than 25 acres and not more than 250 acres of “highland” within the meaning given that term by the Act. The term of this Agreement shall commence on the date on which this Agreement is executed by the City and the Developer and shall terminate on the date which is Five (5) years from the date of execution. Notwithstanding such termination date, provided that the Developer is not in default (after being provided with notice and opportunity to cure as set forth below) of this Agreement, Developer has diligently pursued development of the Subject Property, and the Project has not been completed, at the conclusion of the initial five-year term, the termination date of this Agreement shall automatically be extended for One (1) additional Five (5) year term. Notwithstanding the terms and provisions in this Section or elsewhere in this Agreement to the contrary, if a court of competent jurisdiction hereafter determines that the length of the Term, or the provision for extension of the Term set forth above, exceeds the maximum term allowed under the Act and if all applicable judicial appeal periods have expired without such determination being overturned, then the Term of this Agreement relative to all or specific affected portions of the Subject Property shall be reduced to the maximum permissible term under the Act, as determined by a court of competent jurisdiction.

4. **DEVELOPMENT OF THE SUBJECT PROPERTY.** The Subject Property shall be developed in accordance with this Agreement, the Code of Ordinances, and other applicable land development regulations required by the City, State, and/or Federal Government. The City shall, throughout the Term, maintain or cause to be maintained a procedure for the processing of reviews as contemplated by this Agreement and the Code of Ordinances. The City shall review applications for development approval based on the development standards adopted as a part of the Code of Ordinances, unless such standards are superseded by the terms of this Agreement, in which case the terms of this Agreement shall govern.

5. **CONVEYANCES OF SUBJECT PROPERTY AND ASSIGNMENT OF DEVELOPMENT RIGHTS AND OBLIGATIONS.** The City agrees with Developer, for itself and its successors and assigns, including successor Developer(s), as follows:

(A) **Conveyance of Subject Property.** In accordance with the Act, the burdens of this Agreement shall be binding on, and the benefits of this Agreement shall inure to, all successors in interest and assigns of all parties hereto, except for Excluded Subject Property, as such term is defined below. For the purposes of this Agreement, “*Excluded Subject Property*” means Subject Property that is conveyed by the Developer to a third party and is: (i) a single-family residential lot for which a certificate of occupancy has been issued; (ii) a parcel for which certificates of occupancy have been issued and on which no additional residential structures can be built under local ordinances governing land development; (iii) any other type of lot for which a certificate of occupancy has been issued and which cannot be further subdivided into one or more unimproved lots or parcels under local ordinances governing land development; or (iv) a single-family residential lot which has been subdivided and platted and is not capable of further subdivision without the granting of a variance. Excluded Subject Property shall at all times be subject to the Code of Ordinances of the City, and those incorporated in this Agreement. The conveyance by a Developer of Excluded Subject Property

shall not excuse that Developer from its obligation to provide infrastructure improvements within such Excluded Subject Property in accordance with this Agreement.

(B) **Assignment of Development Rights and Obligations.** The Developer, or any subsequent developer, shall be entitled to assign and delegate the Development Rights and Obligations to a subsequent purchaser of all or any portion of the Subject Property with the consent of the City, provided that such consent shall not be unreasonably withheld or delayed. The City understands that any such assignment or transfer by the Developer of the Development Rights and Obligations shall be non-recourse as to the assigning Developer. Upon the assignment or transfer by Developer of the Development Rights and Obligations, then the assigning Developer shall not have any responsibility or liability under this Agreement. For purposes of this Section 5, the following activities on the part of Developer shall not be deemed “development of the Subject Property”: (i) the filing of this Agreement, the Conceptual Master Site Plan and the petitioning for or consenting to any amendment of this Agreement or the Code of Ordinances; (ii) the subdivision and conveyance of any portions of the Subject Property to the City as contemplated under this Agreement; (iii) the subdivision and conveyance of the portion of the Subject Property designated as “*Open Space*” or “*Vegetated Buffer*” on the Conceptual Master Site Plan, to any person or entity so long as the same shall be restricted in use to “open space” or “buffer”; (iv) the subdivision and conveyance of portions of the Subject Property, not to exceed in the aggregate one (1) acre, more or less, provided that such conveyances shall be deed-restricted to single-family residential use; (v) the conveyance of easements and portions of the Subject Property for public utility purposes; (vi) the conveyance of portions of the Subject Property to public entities in the case of any road realignments or grants of road rights of way; (vii) the marketing of the Subject Property as contemplated under this Agreement; and (viii) any other activity which would not be deemed “development” under the Act.

6. **DEVELOPMENT SCHEDULE.** The Subject Property shall be developed in accordance with the development schedule, attached as **Exhibit “F”** (the “*Development Schedule*”). Developer shall keep the City informed of its progress with respect to the Development Schedule as a part of the required Compliance Review process set forth in Section 12 below. Pursuant to the Act, the failure of the Developer to meet the development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to any change in economic conditions, the occurrence of an act of God (including natural disasters), an act of war, an act of terrorism, civil disturbance, strikes, lockouts, fire, flood, hurricane, unavoidable casualties, a health crisis which results in a limitation on business activities in the City extending for a period of more than Thirty (30) days, or any other cause or causes beyond the reasonable control of the Developer (collectively “*Force Majeure*”), and the Developer’s good faith efforts made to attain compliance with the development schedule. As further provided in the Act, if the Developer requests a modification of the dates set forth in the development agreement and is able to demonstrate that there is good cause to modify those dates, such modification shall not be unreasonably withheld or delayed by the City.

7. **EFFECT OF FUTURE LAWS.** Developer shall have vested rights to undertake development of any or all of the Subject Property in accordance with the Code of Ordinances and the Land Development Regulations, as amended and in effect at the time of this Agreement, for the entirety of the Term. Future enactments of, or changes or amendments to the Code of Ordinances and the Land Development Regulations, which conflict with this Agreement shall apply to the Subject Property only if permitted pursuant to the Act, and agreed to in writing by the Developer and

the City. The parties specifically acknowledge that building moratoria or permit allocations enacted by the City during the Term of this Agreement or any adequate public facilities ordinance as may be adopted by the City shall not apply to the Subject Property except as may be allowed by the Act or otherwise agreed to in writing by the Developer and the City.

The parties specifically acknowledge that this Agreement shall not prohibit the application of any present or future building, housing, electrical, plumbing, gas or other standard codes, of any tax or fee of general application throughout the City, provided such fees are applied consistently and in the same manner to all single family properties within the City. Notwithstanding the above, the City may apply subsequently enacted laws to the Subject Property only in accordance with the Act and this Agreement.

8. **INFRASTRUCTURE AND SERVICES.** The City and the Developer recognize that the majority of the direct costs associated with the development of the Subject Property will be borne by the Developer. Subject to the conditions set forth herein, the parties make specific note of and acknowledge the following:

Notwithstanding the provisions referenced above, nothing in this Agreement shall preclude the City and Developer from entering into a separate utility agreement for cost-sharing of water transmission systems or sewer transmission systems when such agreement may be of mutual benefit to both parties. Nothing herein shall be construed as precluding the City from providing potable water to its residents in accordance with applicable provisions of laws.

Further, the Developer and the City acknowledge that the Subject Property is presently located within the service area of Grand Strand Water & Sewer Authority (“**GSWS**”), and not within the service area of the City.

(A) **Private Roads.** In the event Developer elects to subdivide any portion of the Subject Property for conveyance to third parties, independent from conveyance of the remaining portions of the Subject Property, then, in such event, Developer shall plat all roads within the Project serving such subdivided parcel(s) as private roadways, not subject to maintenance by the City. All private roadways shall be constructed to City standards, will be approved by the City Planning Commission as part of the subdivision plat approval process, and, upon conveyance and acceptance by the Owners Association, neither the City nor the Developer shall have any financial responsibility for the maintenance, repair and replacement of such private roads, including any reserves or maintenance bonds which may reasonably be required. The roadway sections for such private roadways will comply with the City’s Complete Streets portion of the Land Development Regulations.

(B) **Storm Drainage System.** All stormwater runoff, drainage, retention and treatment improvements within the Subject Property shall be designed in accordance with the Code of Ordinances. All stormwater runoff and drainage system structural improvements, including culverts and piped infrastructure, will be constructed by the Developer in accordance with the Code of Ordinances, including retention ponds, ditches and other stormwater retention and treatment areas will be constructed and maintained by the Developer and/or an Owners Association, as appropriate, and will not be accepted or maintained by the City.

(C) **Solid Waste and Recycling Collection.** The City shall provide solid waste

and recycling collection services to the Subject Property on the same basis as is provided to other residents and businesses within the City. Payment for such services to the City by Developer, an Owners Association or each individual purchaser or owner of any portion of the Subject Property is required in return for such service for each owner within the Subject Property, and the City reserves the right to terminate or discontinue such service(s) to any owner of any portion of the Subject Property until such payment(s) have been made.

(D) **Police Protection.** The City shall provide police protection services to the Subject Property on the same basis as is provided to other residents and businesses within the City.

(E) **Fire Services.** The City shall provide fire services to the Subject Property on the same basis as is provided to other residents and businesses within the City.

(F) **Emergency Medical Services.** The City shall provide emergency medical services to the Subject Property, on the same basis as it provided to other residents and businesses within the City.

(G) **School Services.** The City neither provides nor is authorized by law to provide public education facilities or services. Such facilities and services are now provided by the Horry County School District. The person or entity, whether it be a commercial builder or another assignee of Developer, who actually initiates the building permit shall be responsible for paying all impact fees levied by the School District, if any, for each improvements constructed prior to the issuance of a certificate of occupancy.

(H) **Private Utility Services.** Private utility services, including electric, natural gas, and telecommunication services (including telephone, cable television, and internet/broadband) shall be provided to the site by the appropriate private utility providers based upon designated service areas. All utilities on the Subject Property shall be located underground, and shall be placed in locations approved by the City so as to reduce or eliminate potential conflicts within utility rights-of-way.

(I) **Streetlights.** Developer shall install or cause to be installed streetlights within the Project. Developer, its successors and assigns, or the Owners Association shall be solely responsible for the maintenance, operation and repair of any installed streetlights.

(J) **No Donation of Acreage for Sewer Plant Expansion.** The City shall not require, mandate or demand that, or condition approval(s) upon a requirement that the Developer donate, use, dedicate or sell to the City or any other party for public purposes any portion of the Subject Property or any other Subject Property owned by the Developer or any affiliate of the Developer for sewer plant expansion by the City.

(K) **No Required Donations for Civic Purposes.** The City shall not require, mandate or demand that, or condition approval(s) upon a requirement that, the Developer donate, use, dedicate or sell to the City or any other party for public purposes any portions of the Subject Property or any other Subject Property owned by the Developer (or any of the entities or parties comprising the Developer) or any affiliate of the Developer.

(L) **Easements.** Developer shall be responsible for obtaining, at Developer's

cost, all easements, access rights, or other instruments that will enable the Developer to tie into current or future water and sewer infrastructure on adjacent properties.

(M) **Ponds and Lakes.** As an obligation, Developer shall install pond(s) or lake(s) as shown on the final approved site plan for the Subject Property. The City agrees to cooperate with the Developer in the permitting process for such pond(s) and lake(s), it being understood that the City will not accept maintenance responsibility or any other liability for such pond(s) and lake(s), and that such pond(s) and lake(s) shall either be maintained by the Developer or conveyed to an Owners Association for on-going maintenance following completion of the Project.

(N) **Wetlands and Streams.** As an obligation, in accordance with any applicable laws and regulations, the Owners Association shall, at the time of conveyance to the Owners Association of any wetlands and streams within the Project, assume the obligation of maintenance and control, which shall include, but not be limited to the removal of fallen trees and debris following a storm event, and for the removal and maintenance of any dams or other obstructions to naturally flowing water which is caused or created by beavers and beaver habitat.

9. **IMPACT FEES.** The Subject Property shall be subject to all development impact fees imposed by the City at the time of this Agreement, or following the date of this Agreement, provided such fees are applied consistently and in the same manner to all similarly-situated Subject Property within the City limits. All such impact fees shall not be due and payable until an application of any person or entity for a building permit for the vertical development of any subdivided lot or portion of the Subject Property. In particular, the Developer agrees that it shall not seek any exemptions for any portions of the Subject Property from any current development impact fees (so long as such development impact fees are applied consistently and in the same manner to all similarly-situated Subject Property within the City limits) for any reason.

10. **ADDITIONAL OBLIGATIONS AND PUBLIC BENEFITS.** Developer will be subject to the obligations set forth below, together any additional public benefits, as follows:

(A) **Conceptual Master Site Plan.** As a public benefit, Development of the Subject Property shall be determined in accordance with the Code of Ordinances, as the same may be amended from time to time pursuant to this Agreement. Developer has attached hereto, a Conceptual Master Site Plan, which remains subject to revisions and amendments in accordance with those revisions required by the Code of Ordinances, together with comments from regulatory agencies other than the City, having jurisdiction over the Subject Property, without the need for an amendment to this Agreement, provided that any such amended site plan shall continue to comply with the restrictions and requirements set forth below for the Subject Property.

(B) **Exterior Partial Perimeter Wall.** As a public benefit, the Developer has agreed to install, at Developer's expense, a partial perimeter masonry wall, not less than Eight (8) feet in height, for the portion of the Subject Property along the boundary of the Subject Property with the existing Park Ridge Horizontal Property Regime ("***Park Ridge HPR***"), and the existing Park Pointe subdivision ("***Park Pointe Subdivision***"), in order to provide both privacy and a barrier to vehicular lights from the Project onto Park Ridge HPR and Park Point Subdivision.

(C) **Supplemented Buffer.** As a public benefit, the Developer has agreed to install certain landscape materials, including canopy trees, bushes, shrubs and ornamental grasses,

not less than Twenty Five (25') feet in depth, along the boundary of the Subject Property with the existing Park Ridge HPR and Park Pointe Subdivision, in order to create an additional visual barrier between those building improvements constructed within the Project and the Park Ridge HPR and Park Pointe Subdivision, in accordance with the Vegetated Buffer Exhibit, included in the Exhibit Supplement submitted with this Agreement as **Exhibit "C"**. For purposes of this Agreement, such Vegetated Buffer Plan depicts those portions of the Subject Property to be subjected to restrictive covenants for the benefit of the City, which require the installation of supplemental plantings, and which preclude the disturbance, including clearing, grading, trimming, logging, mining or otherwise removing the existing vegetation within such open space areas without the express written consent of the City, which consent may be withheld by the City in the City's sole discretion.

(D) **Multi-Purpose Path**. As a public benefit, the Developer has agreed to install a multi-purpose path of not less than Ten (10') feet in width, along the perimeter of the Subject Property with the existing Park Ridge HPR and Park Pointe Subdivision, in order to provide designated route from each of Park Ridge HPR and Park Pointe Subdivision to the Project, for pedestrians, bicycles and golf carts, in accordance with the Multi-Purpose Path Exhibit, included in the Exhibit Supplement submitted with this Agreement as **Exhibit "D"**. Developer reserves the right to install bollards at the termination of the Multi-Purpose Path with the Subject Property to preclude use by vehicles larger than golf carts. For purposes of this Agreement, such Multi-Purpose Path Exhibit depicts the portions of the Subject Property to be subjected to the restrictive covenants for the benefit of the City, which require the installation of the Multi-Purpose Path and which preclude the removal of such Multi-Purpose Path without the express written consent of the City, which consent may be withheld by the City in the City's sole discretion.

(E) **Off-Site Road Improvements**. As a public benefit, the City and Developer acknowledge that Developer shall make certain off-site improvements to Robert Edge Parkway, a public right-of-way, providing access to the Project, which will include Two (2) separate right-in, right-out entrances along Robert Edge Parkway, together with associated acceleration and deceleration lanes, subject to the approval of the South Carolina Department of Transportation ("***SCDOT***"), and following the installation of such improvements, the same shall be dedicated and conveyed to the SCDOT. In addition, the City and Developer acknowledge that Developer shall make certain off-site improvements to Champions Boulevard, a public right-of-way, providing access to the Project, which will included One (1) full access entrance, and One (1) right-in, right-out entrance along Champions Boulevard, together with associated acceleration and deceleration lanes, generally in accordance with the Off-Site Road Improvement Exhibit, included in the Exhibit Supplement submitted with this Agreement as **Exhibit "E"**, and subject to the approval of the City's engineer (the "***City Engineer***"), and following such improvements and acceptance by the City, such improvements shall be deemed to have been completed in accordance with the terms of this Agreement. The costs of platting, dedicating, conveying and recording such off-site roadway improvements, shall be the sole expense of Developer. All off-site road improvements as shown on the Conceptual Master Site Plan Exhibit shall be bonded, in accordance with the City's bonding requirements, or completed prior to the issuance of a building permit for vertical improvements upon the Subject Property.

(F) **Construction Traffic Hours**. The Developer shall limit all construction delivery traffic both to and from the Subject Property by way of Champions Boulevard to the hours of 7:00 AM to 6:00 PM, Monday through Friday, and excepting any public holidays.

(G) **Prohibition Against Conservation Easements and Other Restrictions on the Subject Property.** As a public benefit, Developer specifically covenants and agrees not to subject the Subject Property to a conservation easement or other restrictive covenant, whereby any portion of the Subject Property shown as single family homes or amenities on the approved Conceptual Master Site Plan is restricted for future development of such portion of the Subject Property, the same shall also constitute a Developer Default hereunder, provided that, for purposes of this Agreement any conveyance to the Owners Association shall not be deemed such an easement or restriction, and shall not constitute a Developer Default hereunder, and shall not be deemed a conservation easement or restrictive covenants prohibited by this provision. Notwithstanding the above restriction, the parties agree that, for purposes of this Agreement any conveyance by Developer of a portion of the Subject Property which has been shown or depicted as common area, buffer, ponds, lakes, open spaces or the like to any Owners Association shall not be deemed such an easement or restriction, and shall not constitute a default by Developer, provided that such portion of the Subject Property so conveyed, prior to the date of such conveyance to any Owners Association, has been clearly designated on a map or site plan submitted to the City, and approved by the City, as not being a portion of the Subject Property to be developed for any residential or commercial use as a part of the development anticipated by this Agreement.

(H) **General Maintenance and Mowing.** As an obligation, Developer must maintain the portion of the Subject Property located within Two Hundred (200) feet of Robert Edge Parkway and Champions Boulevard consistent with the Code of Ordinances of the City, provided that, at a minimum, once any portion of the Subject Property is cleared, Developer will thereafter mow the cleared but undeveloped Subject Property no less than Eight (8) times per year until the Project is fully developed. The mowing shall occur in the periods between March 1 and November 30 of each calendar year. In addition, until the Project is fully developed, the Developer shall remove any fallen trees on the Subject Property, such tree removal to occur during the same periods set out for mowing above. The Developer shall be given a reasonable period of time to be determined by the City Manager or his designee, to mow the Subject Property and remove fallen trees on the Subject Property in the event of a hurricane, rain event or other force majeure that prevents the Developer from complying with the mowing/maintenance schedule referenced above.

If the Developer fails to comply with the scheduled time frames for mowing and removal of fallen trees, as determined by the City Manager or his designee, then the City shall have the right to enter the Subject Property for the purpose of mowing and removing any fallen trees, and the Developer shall reimburse the City for the costs of such mowing and/or tree removal in an amount equal to One Hundred (100%) percent of such the costs incurred by the City for mowing and/or tree removal. In the event Developer should fail to reimburse the City within Thirty (30) days of the date an invoice is delivery by the City to the Developer, the City may place a lien upon the Subject Property, which lien shall be enforceable in the same manner as a Subject Property tax lien, which may only be satisfied by payment thereof, and the City may elect to withhold the issuance of any further building permits or certificates of occupancy for Residential Units within the Subject Property until such time as the lien is paid in full.

(I) **Stormwater and Drainage.** As an obligation, Developer shall provide stormwater conveyance and retention facilities sufficient in capacity to accommodate the storm water generated from the Subject Property, and provide the City with evidence of (i) the necessary and required permanent and perpetual easements necessary to facilitate such drainage from the Subject Property; (ii) the perpetual maintenance and operation of stormwater and drainage facilities shall

be vested in an Owners Association pursuant to covenants recorded in the public records of Horry County, South Carolina; and (iii) and best management practices (“*BMPS*”) also recorded in the public records of Horry County, South Carolina.

(J) **Jurisdictional and Non-Jurisdictional Waters.** As an obligation, Jurisdictional and Non-Jurisdictional Waters of the State of South Carolina and the United States within the Project which are not mitigated, filled or otherwise modified, shall be surrounded by an undisturbed water quality buffer of not less than Twenty (20) feet in width. Developer will convey all Jurisdictional and Non-Jurisdictional Waters of the State of South Carolina and the United States located within the Project to the Owner’s Association for maintenance and operation not later than the date on which the Project is complete.

(K) **Approved Materials and Building Elements.** As an obligation, Developer further agrees that certain materials shall be prohibited for incorporation in the buildings constructed as part of the Project, and those prohibited materials and encouraged building elements are set forth on **Exhibit “G”** attached hereto (the “*Approved Elements*”).

(L) **Transfer of Wetlands and Open Space.** As a public benefit, Developer agrees to preserve and transfer for maintenance to the Owners Association, the wetlands and open spaces surrounding the Subject Property, to the extent any portion of the Subject Property is sold to a third party purchaser.

(M) **Height Restriction Zone.** As a public benefit, Developer agrees to limit the height of those buildings or other structures to be constructed upon the Subject Property, within Two Hundred (200) feet of the perimeter boundary of the Subject Property with the existing Park Ridge HPR and Park Pointe Subdivision, to ensure that no buildings constructed within such area will exceed Thirty Five (35) feet in height, in order to provide additional visual protections to the Park Ridge HPR and the Park Pointe Subdivision, in accordance with the Height Restriction Zone Exhibit, included in the Exhibit Supplement submitted with this Agreement as **Exhibit “I”**. For purposes of this Agreement, such Height Restriction Zone Exhibit depicts the portions of the Subject Property to be subjected to the restrictive covenants for the benefit of the City, which prohibit construction of buildings within such area in excess of Thirty Five (35) feet in height without the express written consent of the City, which consent may be withheld by the City in the City’s sole discretion.

(N) **Recording.** Pursuant to Title 6, Chapter 31, Section 120 of the Code of Laws for the State of South Carolina, this Agreement shall be recorded in the public records of Horry County, South Carolina, on or before the date which is Fourteen (14) days following the Effective Date of this Agreement.

11. **PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE.** The City and Developer recognize that development can have negative as well as positive impacts. Specifically, the City considers the protection of the natural environment and nearby waters, and the preservation of the character and unique identity of the City, to be important goals. Developer shares this commitment and therefore agrees to abide by all provisions of federal, state and local laws and regulations for the handling of storm water.

12. **COMPLIANCE REVIEWS.** Developer, or its assigns, shall meet with the City, or its designee, at least once per year during the Term to review development completed in the prior

year and the development anticipated to be commenced or completed in the ensuing year as compared to the Development Schedule. The City shall provide written notice to the Developer of the date for such compliance review not less than Five (5) business days in advance, provided such notice shall not be applicable to standard reviews and inspections otherwise performed by the City as to the improvement of the Subject Property. The Developer must demonstrate good faith compliance with the terms of this Agreement. The Developer, or its designee, shall be required to provide such information as may reasonably be requested by the City. The Development Schedule attached to this Agreement is only a projection, and Developer's obligation at each respective Compliance Review shall be to reconcile the projected Development Schedule attached to this Agreement with the actual schedule of development for the Project at each respective Compliance Review. Failure to meet the Development Schedule attached to this Agreement shall not constitute a default hereunder.

13. **DEFAULTS.** Notwithstanding the provisions of Section 6 above, Developer shall continuously and diligently proceed with Development Work on the Subject Property. Developer's failure to proceed with Development Work on the Subject Property for a period of more than Six (6) months, other than as a result of Force Majeure, as defined in Section 6 above, shall constitute a default hereunder on the part of Developer. In the event of a default, the City shall provide written notice to Developer of such default, and Developer shall have a period of Thirty (30) days in which to cure a default by commencement of Development Work with regards to the next portion of the Subject Property to be developed in accordance with phasing plan of the Project. The failure of the Developer to comply with the terms of this Agreement shall constitute a default, entitling the City to pursue such remedies as deemed appropriate, including withholding the issuance of building permits in accordance with the provisions of this Agreement, specific performance and the termination or modification of this Agreement in accordance with the Act; provided however no termination of this Agreement may be declared by the City absent its according the Developer the notice and opportunity to cure in accordance with the Act.

14. **MODIFICATION OF AGREEMENT.** This Agreement may be modified or amended only by the written agreement of the City and the Developer. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced except as otherwise provided in the Act.

15. **RESTRICTIVE COVENANTS.** The obligations and public benefits agreed to and accepted by Developer set forth in this Agreement (collectively the "***Restrictive Covenants***") shall survive and continue in full force and effect without regard to the termination of this Agreement, and run with the Subject Property as continuing obligations, public benefits and restrictions. The Developer covenants and agrees to include the applicability of the Restrictive Covenants in any sales and marketing materials provided to third-party purchaser, or to otherwise notify third-party purchasers of the Restrictive Covenants, and the Developer shall certify to the City that it has done so prior to the sale of any portion of the Subject Property to a third-party purchaser. Developer further covenants and agrees that, to the extent the Subject Property is encumbered by covenants, conditions and restrictions (the "***CCRs***") as part of the development thereof, whether such CCRs are administered by an Owners Association or not, such CCRs shall include the Restrictive Covenants, the effect of which shall be to extend the term of the Restrictive Covenants. Prior to the execution of the CCRs, copies of the CCRs shall be sent to the City; provided, however, if there is a need to enforce any of the Restrictive Covenants

set forth in the CCRs, it is up to the administrator of the CCRs, whether an Owners Association or not, to enforce such Restrictive Covenants. The City may, but it not required to, enforce the Restrictive Covenants set forth in the CCRs.

NOTICE TO SUBSEQUENT PURCHASER OF THE SUBJECT PROPERTY; THE SUBJECT PROPERTY SHALL BE SUBJECT TO THE RESTRICTIVE COVENANTS AND THE CCRS, AND THE PROVISIONS OF THIS DEVELOPMENT AGREEMENT ARE BINDING ON SUBSEQUENT OWNERS OF THE SUBJECT PROPERTY.

16. **NOTICES.** Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by generally recognized nationwide overnight delivery service, signature required, on the date of such signature on behalf of the recipient, addressed as hereinafter provided. In addition to the required overnight notice above, as a courtesy, and not as official notice, an electronic mail copy shall also be provided to such recipient. All notices, demands, requests, consents, approvals or communications to the Developer and the City shall be addressed to the Developer and the City at:

City of North Myrtle Beach
1018 2nd Avenue South
North Myrtle Beach, SC 29582
Attention: City Manager
Email: _____

With a copy to:

Franklin G. Daniels, Esq.
Maynard Nexsen
1101 Johnson Avenue, Suite 300
Myrtle Beach, SC 29577
Email: FDaniels@maynardnexsen.com

With a copy to:

City of North Myrtle Beach
1018 2nd Avenue South
North Myrtle Beach, SC 29582
Attention: City Attorney
Email: cpnoury@nmb.us

And to the Developer at:

WMG Acquisitions, LLC
P.O. Box 768
Effingham, IL 62401
Attention: Tyler Frerichs
Email: tfrerichs@wmgdevelopment.com

With a copy to:

Robert S. Guyton, Esq.
Robert S. Guyton, P.C.
4605 B Oleander Drive, Suite 202
Myrtle Beach, SC 29577

Email: rsguyton@guytonlawfirm.com

And a copy to:

Culp, Elliott & Carpenter, P.L.L.C.
Three Morrocroft Centre, Suite 400
6802 Carnegie Boulevard
Charlotte, NC 28211
Attn: Benjamin H. Ellis, Esq.
Email: bhe@ceclaw.com

17. **GENERAL.**

(A) **Entire Agreement.** This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings between the City and the Developer relative to the Subject Property and its development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

(B) **No Partnership or Joint Venture.** Nothing in this Agreement shall be deemed to create a partnership or joint venture between the City or any Developer or to render such party liable in any manner for the debts or obligations of another party.

(C) **Exhibits.** All exhibits which are maps, sketches or drawings, attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full, provided, however, that such exhibits are not intended or approved as preliminary plats, final subdivision plats, or construction drawings, and are included herein only for purposes of illustration and reference

(D) **Construction.** The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

(E) **Transfer of Title.** Transfers of title to the Subject Property, in whole or in part, may be made, at any time and to any person or entity, without the consent of the City.

(F) **Binding Effect.** The parties hereto agree that this Agreement shall be binding upon their respective successors and/or assigns.

(G) **Governing Law.** This Agreement shall be governed by the laws of the State of South Carolina, and the parties further agree that venue shall be proper, without regards to any conflict of law principals, in a court of competent jurisdiction in Horry County, or such other jurisdiction in South Carolina as is appropriate and necessary under the circumstances.

(H) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

(I) **Eminent Domain.** Nothing contained in this Agreement shall limit, impair or restrict the City's right and power of eminent domain under the laws of the State of South Carolina.

(J) **No Third Party Beneficiaries.** The provisions of this Agreement may be enforced only by the City and the Developer. No other persons shall have any rights hereunder, unless specified in this Agreement.

(L) **Release of Developer.** Subject to Section 5.B, in the event of conveyance of all or a portion of the Subject Property, the Developer shall be released from any obligations and liabilities with respect to this Agreement as to the portion of Subject Property so transferred, and the transferee shall be substituted as the Developer under the Agreement as to the portion of the Subject Property so transferred.

18. **DESCRIPTION OF LOCAL DEVELOPMENT PERMITS NEEDED.** The development of the Subject Property shall be pursuant to this Agreement, the Land Development Regulations, and Code of Ordinances, as amended; provided, however, in the event of any conflict between this Agreement and the Land Development Regulations, and/or the Code of Ordinances, the provisions of this Agreement shall control. Necessary permits include, but may not be limited to, the following: building permits, zoning compliance permits, sign permits (permanent and temporary), temporary use permits, accessory use permits, driveway/encroachment/curb cut permits, clearing/grading permits, and land disturbance permits. Notwithstanding the foregoing, the City acknowledges that City Planning and Zoning Director or the City Planning Commission approval of plats will be given if any such plats are materially consistent with the Conceptual Master Site Plan of the Project, subject to any Conceptual Master Site Plan Revisions. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions. It is expressly understood and acknowledged by all parties to this Agreement that any portions of the Subject Property donated or sold by any Developer to the City shall not be subject to any private declaration of restrictions or Subject Property owners association(s) created by any Developer for any subsequent subdivision of the Subject Property.

19. **STATEMENT OF REQUIRED PROVISIONS.** In compliance with Section 6-31-60(A) of the Act, the Developer represents that this Agreement includes all of the specific mandatory provisions required by the Act, addressed elsewhere in this Agreement.

20. **RESTRICTIVE COVENANTS AGREEMENT.** Developer and City agree to execute and record a separate Restrictive Covenants Agreement (the “*Restrictive Covenants Agreement*”) applicable to the Subject Property and attached hereto as **Exhibit “J”**. The Restrictive Covenants Agreement shall be recorded simultaneously with this Agreement and shall run with the land and be binding upon the parties and their respective successors and assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

DEVELOPER:

WITNESSES:

WMG ACQUISITIONS, LLC, a Delaware limited liability company

Name: _____

By: _____

Name: _____

Name: _____

Title : _____

STATE OF _____)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by _____, as _____ of WMG ACQUISITIONS, LLC, a Delaware limited liability company. He or she personally appeared before me and is personally known to me.

Notary Public

Name: _____

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

CITY:

WITNESSES:

CITY OF NORTH MYRTLE BEACH

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

STATE OF SOUTH CAROLINA)

)

COUNTY OF HORRY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____ as City Manager of the of the CITY OF NORTH MYRTLE BEACH. He or she personally appeared before me and is personally known to me.

Notary Public

My Commission Expires: _____

SCHEDULE OF EXHIBITS

EXHIBIT “A” – South Carolina Local Government Development Agreement Act; Attached

EXHIBIT “B” - Conceptual Master Site Plan; Exhibit Supplement

EXHIBIT “C” - Vegetated Buffer Exhibit Park Ridge/Park Pointe; Exhibit Supplement

EXHIBIT “D” – Multi-Purpose Path Exhibit; Exhibit Supplement

EXHIBIT “E” - Off-Site Road Improvement Exhibit; Exhibit Supplement

EXHIBIT “F” – Development Schedule; Attached

EXHIBIT “G” – Approved Building Materials and Elements; Attached

EXHIBIT “H” – Approved Landscape Materials; Attached

EXHIBIT “I” – Height Restriction Zone adjacent to Park Ridge/Park Pointe; Exhibit Supplement

EXHIBIT “J” - Restrictive Covenants Agreement Form; Attached

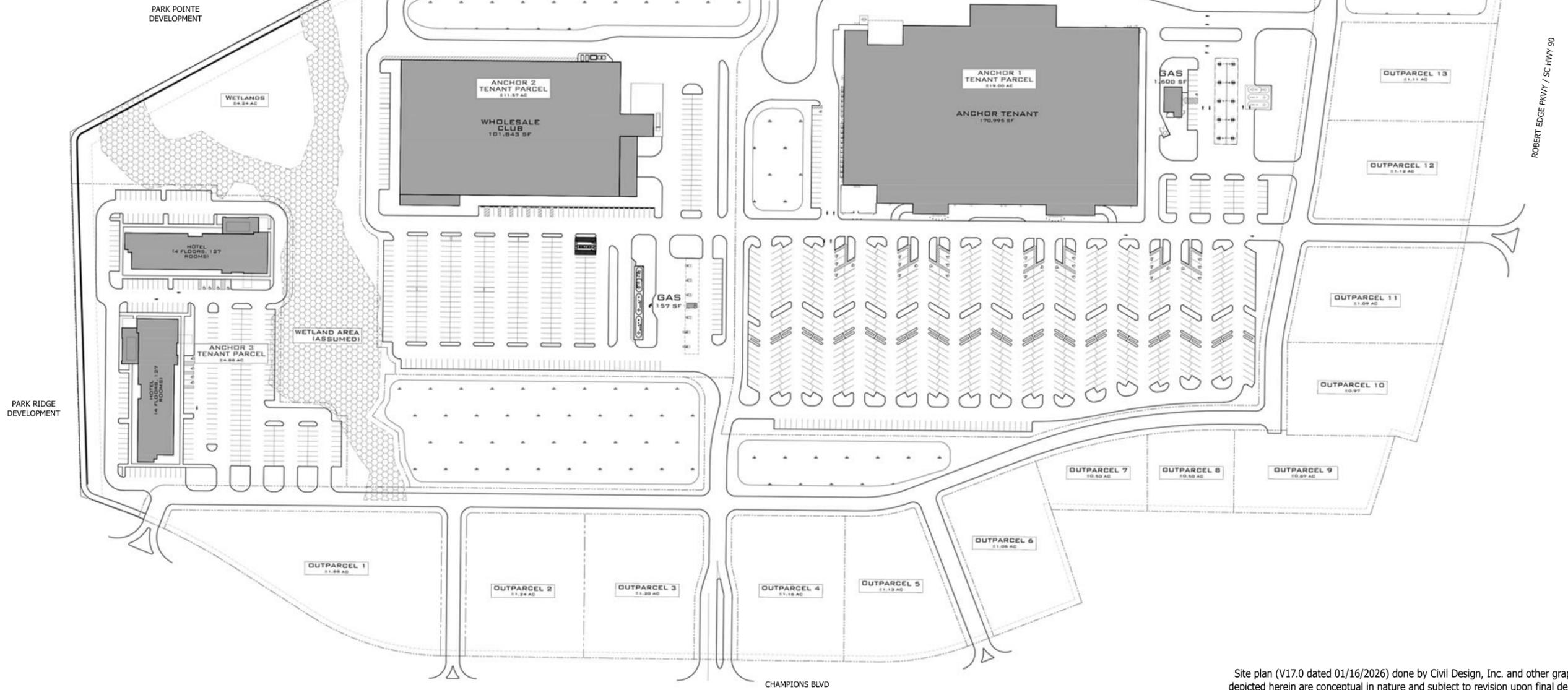
EXHIBIT "A"

South Carolina Local Government Development Agreement
Act as Codified in Sections 6-31-10 through 6-31-160
of the Code of Laws of South Carolina (1976), as amended

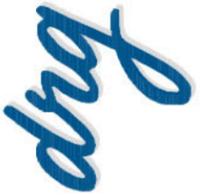
EXHIBIT “B”

See Exhibit Supplement

LOCATION MAP



DEVELOPMENT RESOURCE GROUP, LLC
4703 OLEANDER DRIVE
MYRTLE BEACH, SC 29577
843-839-3350 | DRGPLLC.COM



CONCEPTUAL MASTER
SITE PLAN EXHIBIT

CHAMPIONS BLVD COMMERCIAL
NORTH MYRTLE BEACH, SC

JOB NO:	25156
SCALE:	NTS
DESIGNED BY:	-
CHECKED BY:	-
DATE:	1/26/2026
EXHIBIT NUMBER:	

B

Site plan (V17.0 dated 01/16/2026) done by Civil Design, Inc. and other graphics depicted herein are conceptual in nature and subject to revision upon final design.

EXHIBIT “C”

See Exhibit Supplement

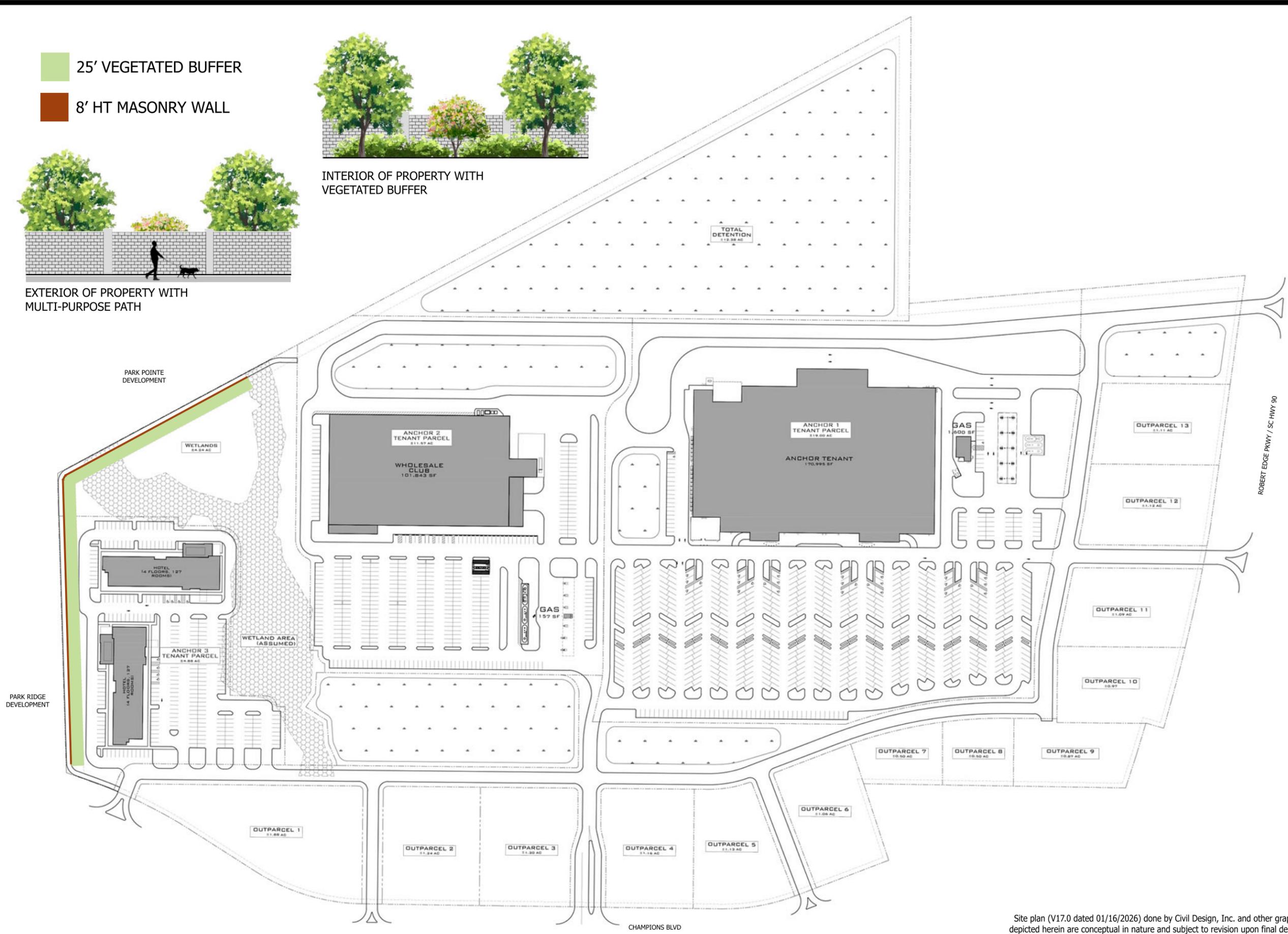
- 25' VEGETATED BUFFER
- 8' HT MASONRY WALL



EXTERIOR OF PROPERTY WITH MULTI-PURPOSE PATH



INTERIOR OF PROPERTY WITH VEGETATED BUFFER



DEVELOPMENT RESOURCE GROUP, LLC
 4703 OLEANDER DRIVE
 MYRTLE BEACH, SC 29577
 843-839-3350 | DRGPLLC.COM



**VEGETATED BUFFER EXHIBIT
 (PARK RIDGE + PARK POINTE)**
**CHAMPIONS BLVD COMMERCIAL
 NORTH MYRTLE BEACH, SC**

JOB NO:	25156
SCALE:	NTS
DESIGNED BY:	-
CHECKED BY:	-
DATE:	1/26/2026
EXHIBIT NUMBER:	

C

Site plan (V17.0 dated 01/16/2026) done by Civil Design, Inc. and other graphics depicted herein are conceptual in nature and subject to revision upon final design.

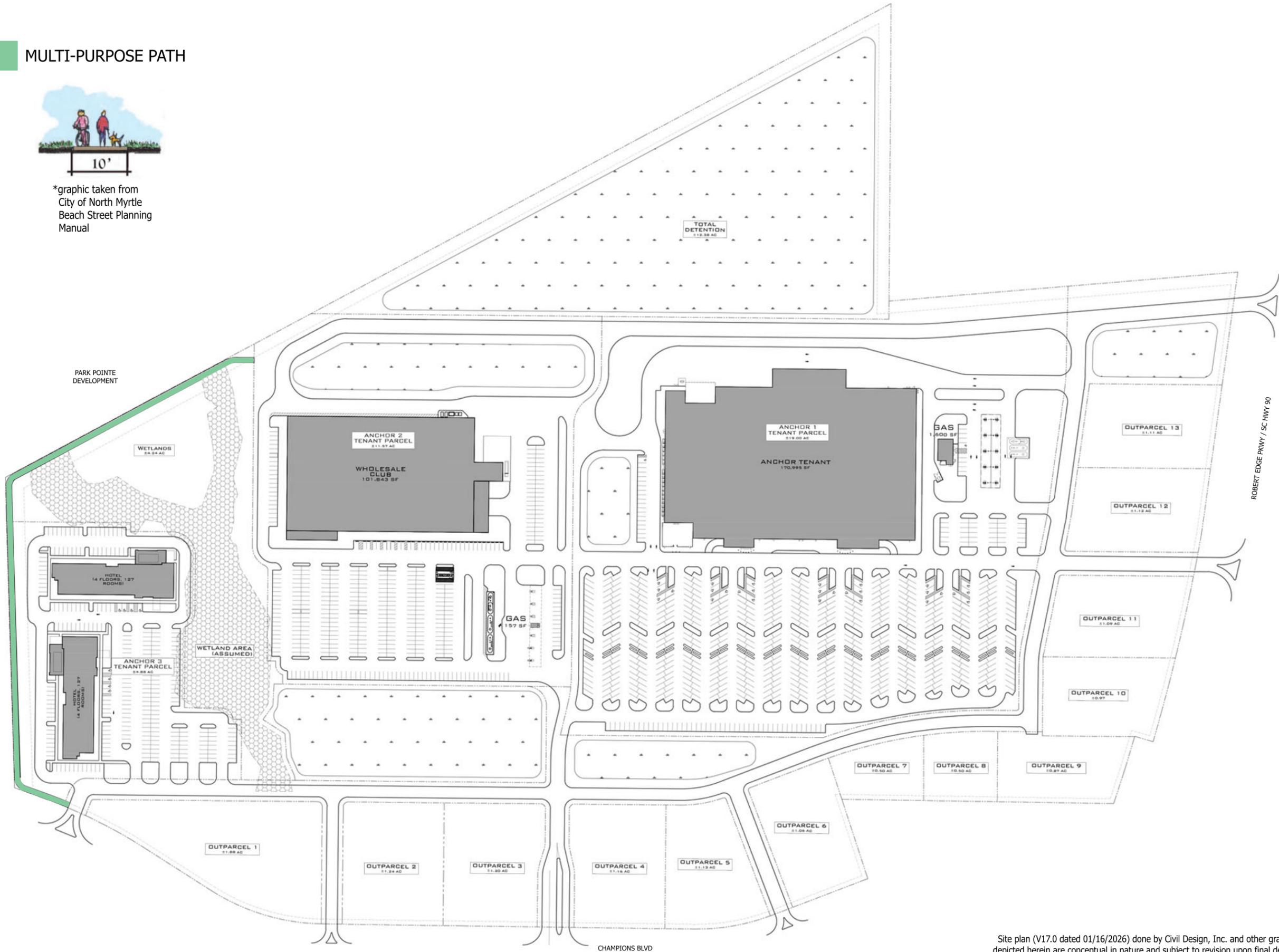
EXHIBIT “D”

See Exhibit Supplement

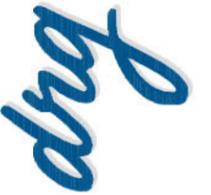
MULTI-PURPOSE PATH



*graphic taken from City of North Myrtle Beach Street Planning Manual



DEVELOPMENT RESOURCE GROUP, LLC
4703 OLEANDER DRIVE
MYRTLE BEACH, SC 29577
843-839-3350 | DRGPLLC.COM



MULTI-PURPOSE PATH EXHIBIT

CHAMPIONS BLVD COMMERCIAL
NORTH MYRTLE BEACH, SC

JOB NO:	25156
SCALE:	NTS
DESIGNED BY:	-
CHECKED BY:	-
DATE:	1/26/2026
EXHIBIT NUMBER:	

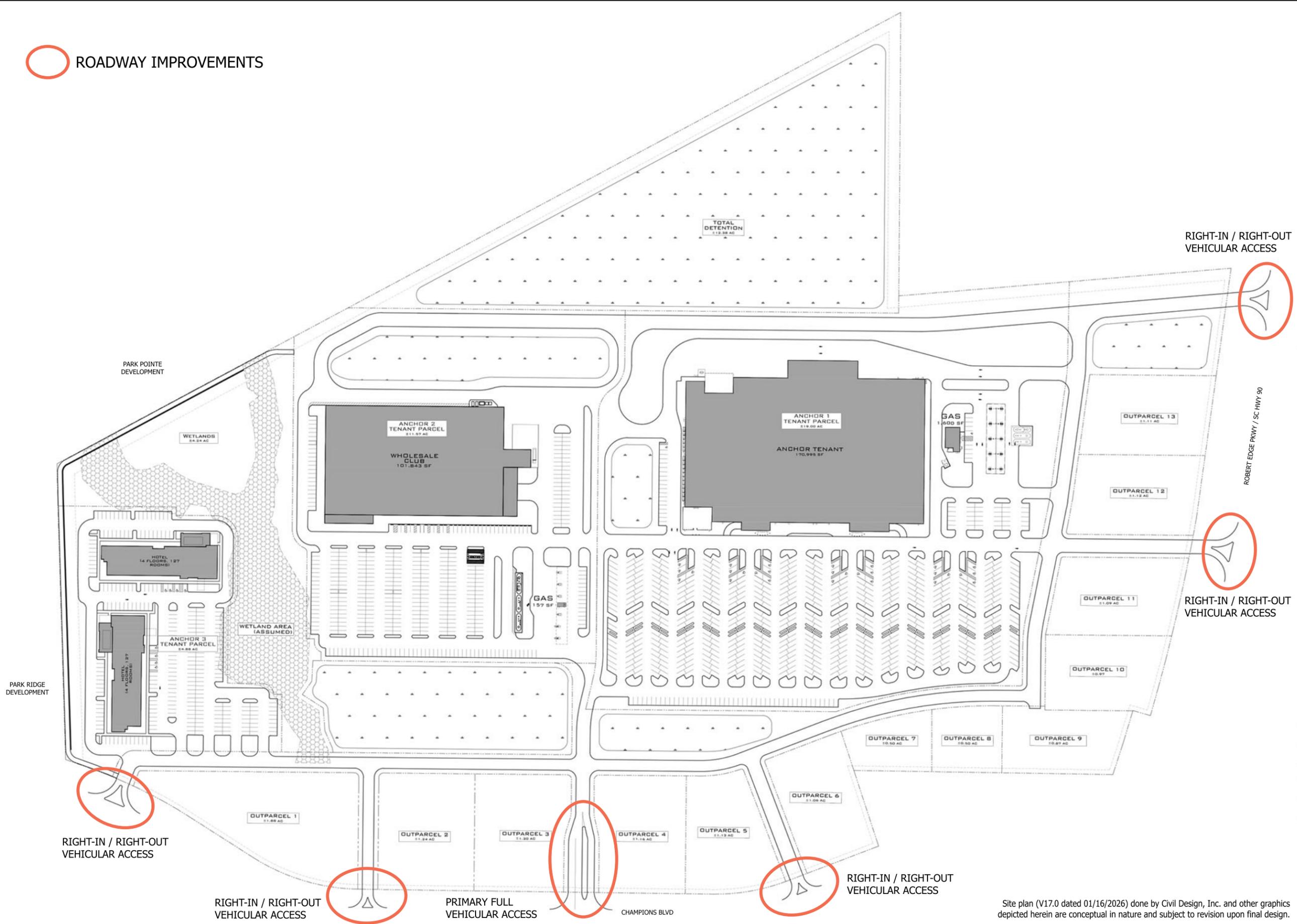
D

Site plan (V17.0 dated 01/16/2026) done by Civil Design, Inc. and other graphics depicted herein are conceptual in nature and subject to revision upon final design.

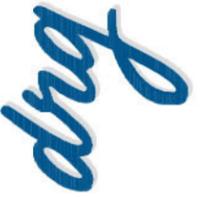
EXHIBIT “E”

See Exhibit Supplement

ROADWAY IMPROVEMENTS



DEVELOPMENT RESOURCE GROUP, LLC
 4703 OLEANDER DRIVE
 MYRTLE BEACH, SC 29577
 843-839-3350 | DRGPLLC.COM



OFF-SITE ROAD
 IMPROVEMENTS EXHIBIT
 CHAMPIONS BLVD COMMERCIAL
 NORTH MYRTLE BEACH, SC

JOB NO:	25156
SCALE:	NTS
DESIGNED BY:	-
CHECKED BY:	-
DATE:	1/26/2026
EXHIBIT NUMBER:	



Site plan (V17.0 dated 01/16/2026) done by Civil Design, Inc. and other graphics depicted herein are conceptual in nature and subject to revision upon final design.

EXHIBIT “F”

Development Schedule

Construction will begin following receipt of permits from the City of North Myrtle Beach and from other regulatory bodies. The nature of this Project, together with the current economic conditions, prevents the Developer from providing exact dates for commencement of future phases or exact completion dates. Although the timing of completion of any particular Phase of the Project is subject to then current market demands, the Developer anticipates starting the installation of the infrastructure within a period of approximately Twelve (12) months from approval of this Agreement to allow for design, permitting and mobilization. The Project is anticipated to be complete within Five (5) years of approval of this Agreement.

EXHIBIT "G"

Approved Materials and Building Elements

1. For Restaurants, exterior patios, covered porches or commercial grade umbrellas for shaded exterior seating should be incorporated.
2. Rooflines should be varied, long straight runs of roofs with no change in vertical or horizontal planes should be avoided.
3. Vinyl siding, metal siding, fiberglass, plastic, asphalt siding and split faced block exterior walls, shall be strictly prohibited.
4. Large expanses of blank walls on the front elevations of buildings should be avoided.
5. Window sizing should be proportionate with the wall area where window is installed.

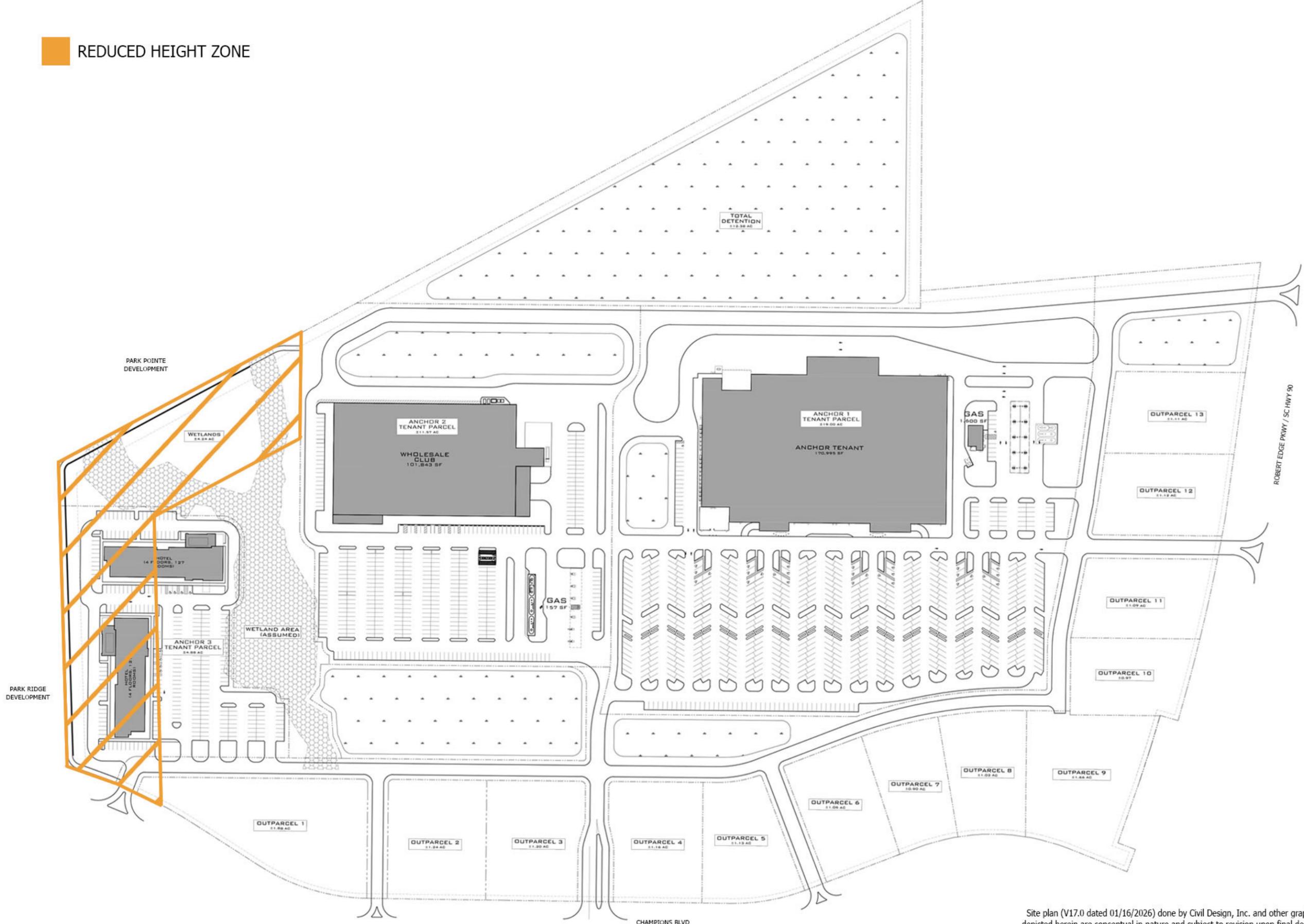
EXHIBIT “H”

Landscape Materials List

EXHIBIT “I”

See Exhibit Supplement

REDUCED HEIGHT ZONE



DEVELOPMENT RESOURCE GROUP, LLC
 4703 OLEANDER DRIVE
 MYRTLE BEACH, SC 29577
 843-839-3350 | DRGPLLC.COM



**HEIGHT RESTRICTION ZONE EXHIBIT
 (ADJACENT TO PARK RIDGE + PARK POINTE)
 CHAMPIONS BLVD COMMERCIAL
 NORTH MYRTLE BEACH, SC**

JOB NO:	25156
SCALE:	NTS
DESIGNED BY:	-
CHECKED BY:	-
DATE:	1/26/2026
EXHIBIT NUMBER:	

I

Site plan (V17.0 dated 01/16/2026) done by Civil Design, Inc. and other graphics depicted herein are conceptual in nature and subject to revision upon final design.

easement or restriction, and shall not constitute a default by Developer, provided that such portion of the Property so conveyed, prior to the date of such conveyance to any Owners Association, has been clearly designated on a map or site plan submitted to the City, and approved by the City, as not being a portion of the Property to be developed for any residential or commercial use as a part of the development anticipated by the Development Agreement.

(B) **Restrictive Covenants.** The obligations and public benefits agreed to and accepted by Developer set forth in this Agreement (the “*Restrictive Covenants*”) shall survive, continue in full force and effect without regard to the termination or expiration of the Development Agreement, unless the parties thereto agree to terminate this Agreement, and run with the Property as continuing obligations, public benefits and restrictions. The Developer covenants and agrees to include the applicability of the Restrictive Covenants in any sales and marketing materials provided to third-party purchasers, or to otherwise notify third-party purchasers of the Restrictive Covenants, and the Developer shall certify to the City that it has done so prior to the sale of any Residential Unit to a third-party purchaser. Developer further covenants and agrees that, to the extent the Property is later encumbered by covenants, conditions and restrictions (the “*CCRs*”) as part of the development thereof, whether such CCRs are administered by an Owners Association or not, such CCRs shall include the Restrictive Covenants, the effect of which shall be to extend the term of the Restrictive Covenants. Prior to the execution of the CCRs, copies of the CCRs shall be sent to the City; provided, however, if there is a need to enforce any of the Restrictive Covenants set forth in the CCRs, it is up to the administrator of the CCRs, whether an Owners Association or not, to enforce such Restrictive Covenants. The City may, but is not required to, enforce the Restrictive Covenants set forth in the CCRs.

NOTICE TO SUBSEQUENT PURCHASERS OF THE PROPERTY: THE PROPERTY SHALL BE SUBJECT TO THE RESTRICTIVE COVENANTS AND THE CCRS, AND THE PROVISIONS OF THIS AGREEMENT ARE BINDING ON SUBSEQUENT OWNERS OF THE PROPERTY.

3. **INDEMNIFICATION.** In the event that any future resident or occupant of the Property initiates legal action related to the restrictive covenants set forth herein, the Developer shall indemnify, defend, and hold the City harmless from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of or related to any legal action initiated by a future resident or occupant of the Property related to the restrictive covenants set forth herein.
4. **LEGAL EFFECT.** Each covenant contained in this Agreement: (a) constitutes a covenant running with the land; (b) binds every party hereto and every subsequent owner now having or hereafter acquiring an interest in the Property; and (c) will inure to the benefit of each party hereto and each subsequent owner and each party's and each subsequent owner's heirs, successors and assigns.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

DEVELOPER:

WITNESSES:

WMG ACQUISITIONS, LLC, a Delaware limited liability company

Name: _____

By: _____

Name: _____

Name: _____

Title : _____

STATE OF _____)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, as _____ of WMG ACQUISITIONS, LLC, a Delaware limited liability company. He or she personally appeared before me and is personally known to me.

Notary Public for _____

Name: _____

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

CITY:

WITNESSES:

CITY OF NORTH MYRTLE BEACH

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

STATE OF SOUTH CAROLINA)

)

COUNTY OF HORRY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, as _____ of the CITY OF NORTH MYRTLE BEACH. He or she personally appeared before me and is personally known to me.

Notary Public for South Carolina

Name: _____

My Commission Expires: _____

EXHIBIT "A"

Legal Description of Property Subject to Restrictive Covenants

6D. MAJOR PLANNED DEVELOPMENT DISTRICT AMENDMENT Z-25-22: City staff received an application for a major amendment to the Gator Hole Planned Development District (PDD) to redevelop an existing restaurant site with a Chick-fil-A drive-thru restaurant.

Background

The Gator Hole Planned Development District was originally approved to allow a mix of commercial uses within the plaza located along Highway 17 North and Ashley Loop. In 2001, City Council approved an amendment to the PDD [M]PUD-01-09] to create a specific outparcel for a TGI Friday's restaurant, including an approved site plan, building elevations, and associated signage.

The subject outparcel has since operated under that approved restaurant entitlement. The applicant now proposes redeveloping a new restaurant. The proposal includes demolition of the existing structure and construction of a new 4,847 square foot restaurant building with associated drive-through facilities, updated site layout, building elevations, landscaping, and signage as shown in the attached proposal.

Proposed Changes

The proposed amendment revises the previously approved TGI Friday's outparcel within the Gator Hole PDD to allow development of a Chick-fil-A restaurant in its place. The amendment updates the site plan to reflect a new building footprint, multi-lane drive-through configuration, parking layout, landscape plan, monument sign, wall signage, and architectural elevations specific to the Chick-fil-A prototype.

Staff Review

Planning & Development, Planning Division

The planning division has no issue with the proposed amendment.

Planning & Development, Zoning Division

The Zoning Administrator has no issue with the proposed amendment.

Public Works

Public Works has reviewed the proposed amendment and has no objection to the revised building location or architectural elevations. However, staff has ongoing concerns regarding the potential traffic and circulation impacts associated with the relocation of the Chick-fil-A within the existing shopping center. While the applicant's traffic engineer concludes that the revised layout will function adequately, Public Works remains concerned that the intensity and queueing associated with this use may adversely affect internal circulation and access to adjacent tenants within the shopping center.

Public Safety

The Fire Marshal has no issue with the proposed amendment.

According to § 23-4, Amendments, of the Zoning Ordinance, the advertisement requirement for Zoning Ordinance amendments is 15 days, and that advertisement notice has been met. The

amendment is presented to the Planning Commission for a recommendation that will be forwarded to City Council at their next meeting scheduled for February 17, 2026.

Planning Commission Action

The Planning Commission may approve, approve with modifications and/or conditions, or deny the proposal as submitted.

Alternative Motions

- 1) I move that the Planning Commission recommend approval of the major planned development district amendment to the Gator Hole PDD [Z-25-22] as submitted.
OR
- 2) I move that the Planning Commission recommend denial of the major planned development district amendment to the Gator Hole PDD [Z-25-22] as submitted.
OR
- 3) I move (an alternate motion).

PDD Zoning Finance Account Code:	3.22
FEE PAID:	\$500.00 on
FILE NUMBER:	Z-25-22
Complete Submittal Date:	



Notice Published:	January 15, 2026
Planning Commission:	February 3, 2026
First Reading:	February 16, 2026
Second Reading:	March 2, 2026

City of North Myrtle Beach, SC

**Application for a Major Amendment
to a Planned Development District (PDD)**

GENERAL INFORMATION

Date of Request: December 19, 2025	Property PIN(S): 35015040009
Property Owner(s): THF Gator Hole DEVCO DE LLC	Type of Zoning Map Amendment: Major PDD Amendment
Address or Location: 500 N HWY 17 North Myrtle Beach, FL	Project Contact: Sheyanna Day
Contact Phone Number: Contact the Planning Division for Info	Contact Email Address: Contact the Planning Division for Info
PDD Name: Gator Hole	Total Area of Property: 2.32 Acres
Proposed Amendment: Commercial site plan changes to demo existing sit-down restaurant and build new Chick-fil-A drive-thru restaurant with associated parking, landscaping, and setback changes.	

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: Sheyanna Day

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.

THF GATOR HOLE DEVCO DE, L.L.C.

211 N. Stadium Boulevard, Suite 201, Columbia, Missouri 65203 573.449.8323

November 7, 2025

Reference: Letter of Authorization
Chick-fil-A #6089-North Myrtle Beach
500 Highway 17 North, North Myrtle Beach, SC 29582 (the "Property")

To Whom It May Concern:

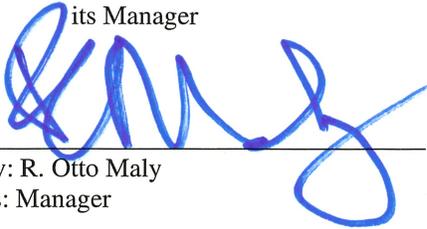
Ownership of the Property is currently vested in THF GATOR HOLE DEVCO DE, L.L.C. ("Owner"). Please accept this letter as authorization for Chick-fil-A, Inc. ("CFA"), to act as agent in correspondence and representation of all approval and permitting matters required for Chick-fil-A #6089-North Myrtle Beach at the Property. Once the plans for the proposed remodel have been approved and constructed, this authorization will be considered null and void. Owner's signature below shall not amend the terms of the lease between Owner and CFA, and the terms of such lease shall continue to govern the respective rights and obligations of Owner and CFA, including without limitation, Owners right to approve plans for CFA's alterations at the Property.

If you have any questions, please contact Suni Walbrecht at 573.449.8323 or swalbrecht@thekroenkegroup.com.

Sincerely,

THF GATOR HOLE DEVCO DE, L.L.C.,
a Delaware limited liability company

By: THF GATOR HOLE DEVELOPMENT, L.L.C.,
its Manager



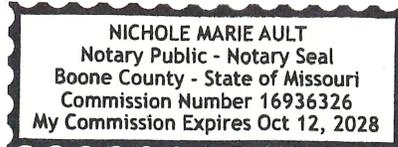
By: R. Otto Maly
Its: Manager

Subscribed and sworn to before me this 12 day of November 2025.

Notary Public 

Seal

My Commission Expires: 10/12/2028





November 5, 2025

Reference: Letter of Authorization
Chick-fil-A #6089-North Myrtle Beach
500 Highway 17 North, North Myrtle Beach, SC 29582

To Whom It May Concern:

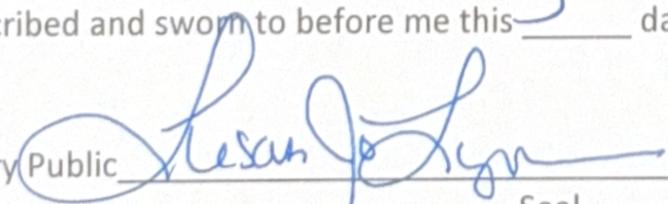
Please accept this letter as authorization for Interplan LLC, to act as agent in correspondence and representation of all approval and permitting matters required for Chick-fil-A at the location referenced above.

If you have any questions, please contact me at 847-227-7670.

Sincerely,

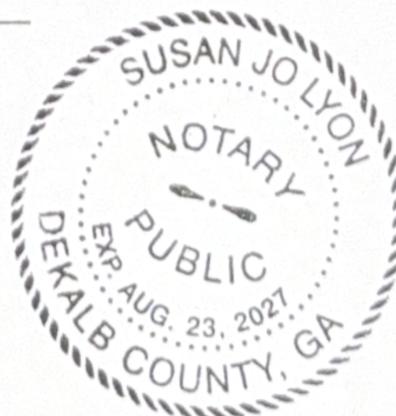
Whitni Kalman
Director, Strategic Reinvestment
Chick-fil-A

Subscribed and sworn to before me this 5th day of Nov., 2025.

Notary Public 
Seal

My Commission Expires:

8/23/27



LEGEND

- PARKING SPACE TOTALS
- DETAIL NUMBER
SHEET NUMBER
- TRAFFIC DIRECTIONAL ARROW
- CONCRETE PAVEMENT
- ASPHALT PAVEMENT
- OVERHEAD CANOPY

STRIPING NOTE:
CONTRACTOR SHALL ERADICATE EXISTING STRIPING WITH EITHER SAND BLASTING OR WATER PRESSURE THEN SEAL EXISTING ASPHALT BEFORE APPLYING NEW STRIPING. OR USE **DOUBLE BLACKOUT PAINT** OVER EXISTING STRIPING.

US HWY 17
(VARIABLE PUBLIC R/W)

SITE PLAN DESIGN NOTES & KEY PLAN

- 1 DIRECTIONAL ARROW
- 2 PAINTED HANDICAP PARKING SYMBOL
- 3 DRIVE-THRU GRAPHICS
- 4 STOP LINE GRAPHIC
- 5 STANDARD PARKING STALL
- 6 ACCESSIBLE PARKING SIGN
- 7 CONCRETE RAMP
- 8 CONCRETE SIDEWALK
- 9 SIDEWALK WITH CURB AND GUTTER
- 10 24" CONCRETE CURB AND GUTTER
- 10A STANDARD CURB & GUTTER
- 10B 1" CURB & STANDARD GUTTER
- 10C HEIGHT TRANSITION CURB & STANDARD GUTTER
- 11 CURB RAMP w/ SHORT FLARED SIDES
- 12 CURB RAMP WITH FLARED SIDES
- 13 SIDEWALK YELLOW PLASTIC RAMP
- 14 SOLID YELLOW PLASTIC WHEEL STOP
- 15 PAVEMENT EDGE (ASPHALT & CONCRETE)
- 16 CONCRETE APRON AT DUMPSTER ENCLOSURE
- 17 CONCRETE PAVING AT DRIVE-THRU LANES
- 18 TYPICAL HMAC (ASPHALT) PAVEMENT SECTION
- 19 CONCRETE BOLLARD (6" STEEL PIPE) (TOTAL QTY: 5)
- 20 CROSSWALK MARKINGS (CONTINENTAL TYP.)
- 21 ALUMINUM HANDRAIL
- 22 TYPICAL ADA RAMP AND HANDRAIL (RAMP > 6" RISE)
- 23 SCREENED REFUSE ENCLOSURE (ALT. DRAINAGE)
- 24 MENU BOARD LOOP DETECTION SYSTEM
- 25 DRIVE-THRU ORDER POINT ISLAND CURB (MENU BOARDS)
- 26 DRIVE-THRU PLAN - PICKUP (AUTOMATIC DOOR)
- 27 DRIVE-THRU CLEARANCE BAR
- 28 DRIVE-THRU ISOMETRIC
- 29A MOVABLE "MAGNETIC BASE" DELINEATOR (TOTAL QTY: 29)
- 29B MOVABLE "RUBBER BASE" DELINEATOR (TOTAL QTY: 18)
- 30 REFUSE STORAGE BUILDING (REFER TO ARCH'L PLANS)
- 31 TYPICAL LIGHT POLE BASE (REFER TO SHEET ES-1.0)
- 32 FLAGPOLE - ECK SERIES FOOT FLAG POLE PACKAGE. APPROVED VENDORS: THE FLAG COMPANY OR ATLAS FLAGS.
- 33 PAD MOUNTED TRANSFORMER
- 34 CHICK-FIL-A MONUMENT SIGN
NOTE: CONTRACTOR SHALL COORDINATE WITH SIGN COMPANY IF THERE WILL BE SPECIAL FINISH REQUIREMENTS AT THE BASE OF THE MONUMENT SIGN.
- 35 PROPOSED BICYCLE RACK (ON 4" THICK CONCRETE SLAB)
- 36 GREASE INTERCEPTOR (REFER TO SHEET PS-1.0)
- 37 OUTDOOR PATIO SEATING (32 SEATS) (REFER TO ARCH'L PLANS FOR DETAILS).
- 38 2 FT. CHAMFER ON CONCRETE PAVEMENT
- 39 4" WIDE WHITE STRIPING (SEE PAINT NOTES IN DETAIL 4, SHEET C-4.0)
- 40A SECURITY CAMERA (LIGHT POLE MOUNTED - COORD. WITH STRONG SYSTEMS)
- 40B SECURITY CAMERA (12' POLE MOUNTED - COORD. WITH STRONG SYSTEMS)
- 41 PAINTED DIAGONAL / CHEVRON STRIPING
- 42 PROPOSED MULTI-LANE ORDER POINT CANOPY (MLOP / F2F)
- 43 PROPOSED MULTI-LANE ORDER MEAL DELIVERY CANOPY (OMD)
- 44 TYPICAL HMAC (ASPHALT) PAVEMENT SECTION
- 45 BUTT JOINT (EX. ASPHALT TO NEW)



Chick-fil-A
Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

INTERPLAN
INTERPLAN LLC

ARCHITECTURE
ENGINEERING
PERMITTING

220 E. CENTRAL PKWY, STE 4000
ALTIMONTE SPRINGS, FL 32701
407.645.5008

SEAL:
THIS DOCUMENT IS NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.

CORPORATE SEAL:



CHICK-FIL-A
CHICK-FIL-A
NORTH MYRTLE BEACH
500 HWY 17 N
NORTH MYRTLE BEACH,
NORTH CAROLINA 29582

FSR#06089
BUILDING TYPE / SIZE: P14-SE-BASE
RELEASE: 01-2025
PRINTED FOR: 2024.11

REVISION SCHEDULE		
NO.	DATE	DESCRIPTION

CONSULTANT PROJECT # 2024.0744
DATE 01-2025
DRAWN BY NR
CHECKED BY KGB

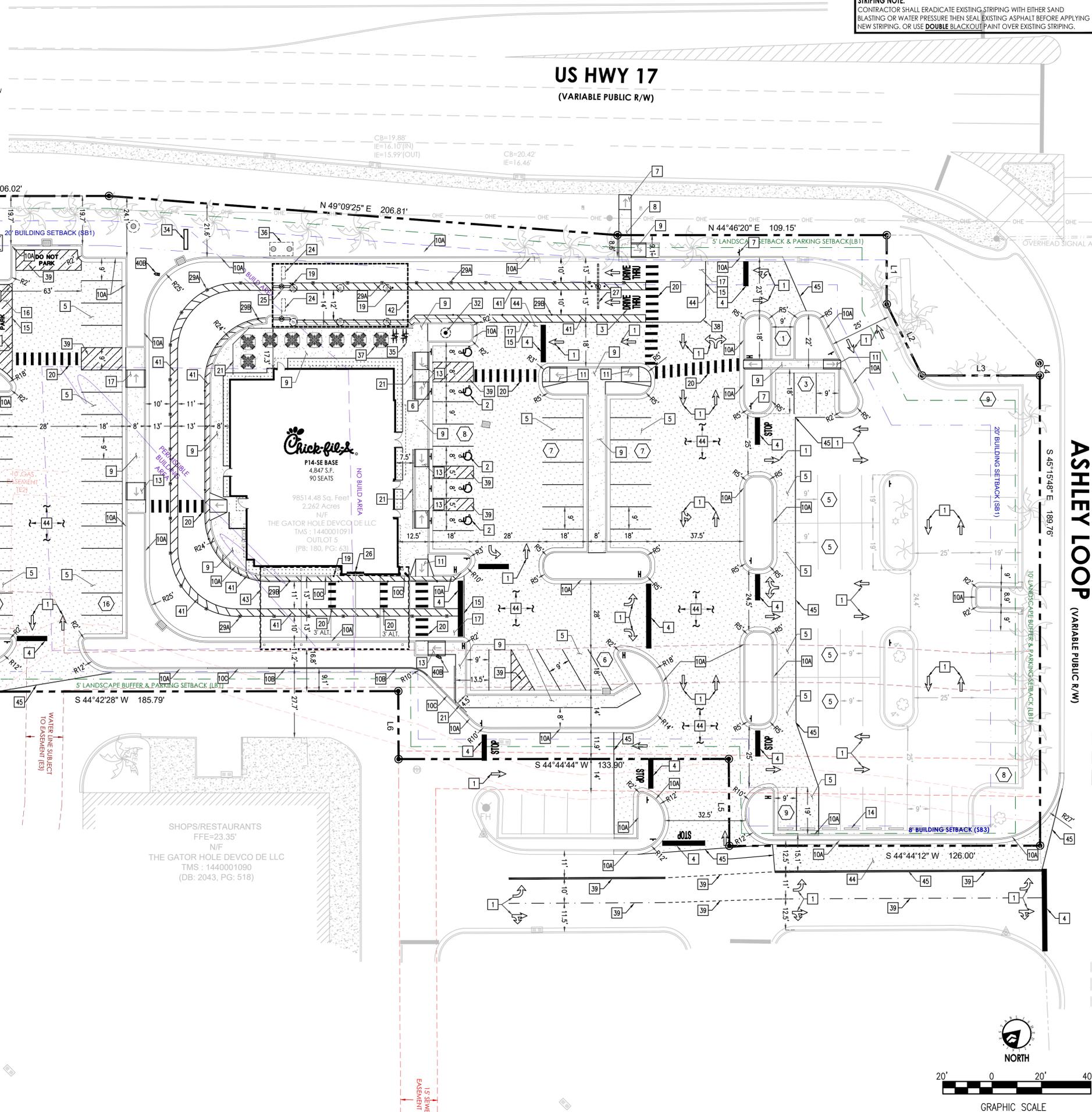
SHEET
SITE PLAN

SHEET NUMBER

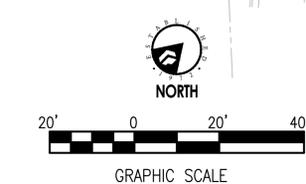
C-2.0

E
D
C
B
A

MJPUD-01-09
SITE PLAN



ASHLEY LOOP
(VARIABLE PUBLIC R/W)



VP:AP/C:K/CH/ML/2024/0744 - C/A - RELO - FSU/089 - North Myrtle Beach, North Myrtle Beach, SC/1/CA/8/Drawings/Construction/Document3/Cont/C2.0 - Site Plan, 11/20/2025 5:21:19 PM, N:\P17A, DWG to PDF, AECI Full sized D (3600 x 2400) Inches, 1:1



NORTH ELEVATION



SOUTH ELEVATION

EXTERIOR FINISHES



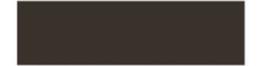
BR-A
BRICK VENEER
COLOR: DARK BROWN
SIZE: MODULAR



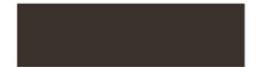
BR-B
BRICK VENEER
COLOR: LIGHT BROWN
SIZE: MODULAR



EC-1
PREFINISHED METAL COPING
COLOR: MIDNIGHT BRONZE



PT-113
EXTERIOR PAINT
COLOR: DARK BRONZE
FINISH: SEMI-GLOSS



ST-1
STOREFRONT
COLOR: DARK BRONZE



CFA FSR# 06089 NORTH MYRTLE BEACH
690 HIGHWAY 17 N, NORTH MYRTLE BEACH, SC 29582

THE COLORS SHOWN IN THIS RENDERING ARE CLOSE APPROXIMATIONS. DUE TO INK VARIATIONS AND DIFFERENCES IN PRINTERS, AN EXACT COLOR MATCH CANNOT BE ACHIEVED. THE VIEWER IS ADVISED TO USE THE RENDERING AS A GUIDELINE FOR THE ARRANGEMENT OF COLORS ON THE BUILDING.





EAST ELEVATION



WEST ELEVATION

EXTERIOR FINISHES



BR-A
BRICK VENEER
COLOR: DARK BROWN
SIZE: MODULAR



EC-1
PREFINISHED METAL COPING
COLOR: MIDNIGHT BRONZE



BR-B
BRICK VENEER
COLOR: LIGHT BROWN
SIZE: MODULAR



PT-113
EXTERIOR PAINT
COLOR: DARK BRONZE
FINISH: SEMI-GLOSS



ST-1
STOREFRONT
COLOR: DARK BRONZE



CFA FSR# 06089 NORTH MYRTLE BEACH

690 HIGHWAY 17 N, NORTH MYRTLE BEACH, SC 29582

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LOC	DESCRIPTION	QTY
A	MONUMENT	1
B1	CHANNEL LETTERS (5')	3
B2	WALL ICON (5' - 0")	1
B3	WELCOME FRIENDS AND NEIGHBORS	1
C	STOP	10
D	STOP / DO NOT ENTER	4
E	STOP - LEFT TURN ONLY	1
F	PEDESTRIAN CROSSING	2
G	PED CROSSING / PED CROSSING	1
H	DRIVE THRU → / DRIVE THRU ←	1
I	FLAG POLE (50')	1
J	ADA	3
K	ADA VAN ACCESSIBLE	2
L	DOUBLE CLEARANCE BAR	1
M	DRIVE THRU MENU BOARD	2
V	STORE HOURS & ADDRESS VINYL	2
V2	TEAM MEMBERS ONLY VINYL	1



Chick-fil-A # **6089**
500 Hwy 17 North
N Myrtle Beach SC 29582
N Myrtle Beach

SIGNAGE DOCUMENT

ACCOUNT REP: BRANDON GUEST
PROJECT MANAGER: STEVE BRIDGENS
DRAWN BY: BRANDON GUEST

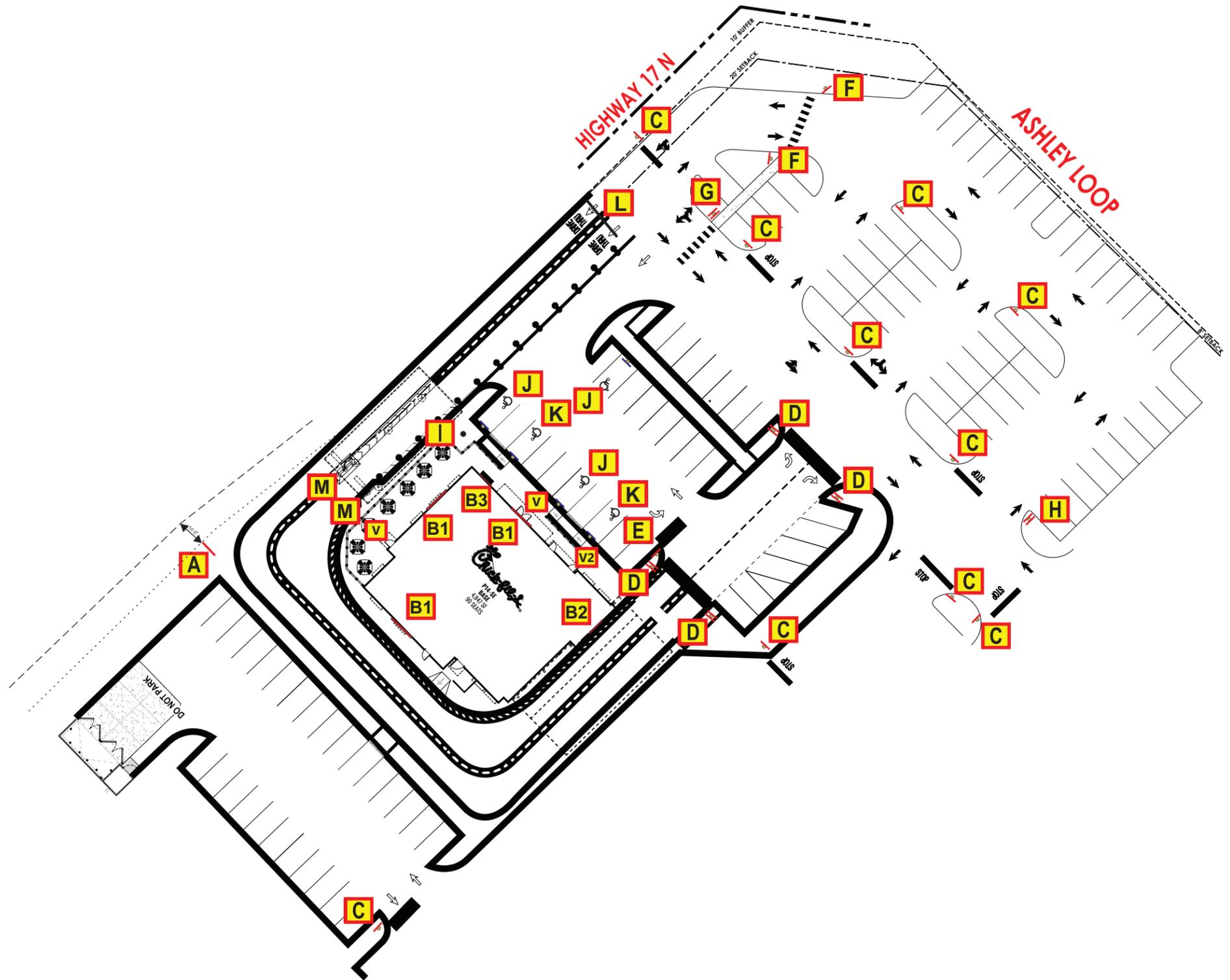


WE BRING THE WORLD
TO YOUR DOOR

5198 NORTH LAKE DRIVE
LAKE CITY, GEORGIA 30260
OFFICE: 404-361-3800
FACSIMILE: 404-361-7038
WWW.CLAYTONSIGNS.COM

965

LOC	DESCRIPTION	QTY
A	MONUMENT	1
B1	CHANNEL LETTERS (5')	3
B2	WALL ICON (5' - 0")	1
B3	WELCOME FRIENDS AND NEIGHBORS	1
C	STOP	10
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H	DRIVE THRU → / DRIVE THRU ←	1
I	FLAG POLE (50')	1
J	ADA	3
K	ADA VAN ACCESSIBLE	2
L	DOUBLE CLEARANCE BAR	1
M	DRIVE THRU MENU BOARD	2
V	STORE HOURS & ADDRESS VINYL	2
V2	TEAM MEMBERS ONLY VINYL	1



5198 North Lake Drive
 Lake City, GA 30260
 404-361-3800 fax 404-361-7038
 website - www.claytonsigns.com

REMODEL

DRAWING FILE -

ALL ELECTRICAL
 SIGNS ARE
 120 VOLTS
 UNLESS
 OTHERWISE INDICATED

DRAWN BY BRANDON GUEST
 ACCOUNT REP. BRANDON GUEST
 DRAWING DATE 04-07-25

STORE NUMBER
6089

STORE ADDRESS
 Chick-fil-A
 500 Hwy 17 North
 N Myrtle Beach SC 29582
 N Myrtle Beach

THIS DRAWING IS AN ORIGINAL, UNPUBLISHED DESIGN CREATED BY CLAYTON SIGNS, INC. IT IS NOT TO BE REPRODUCED, CHANGED, OR EXHIBITED TO ANYONE OUTSIDE OF YOUR COMPANY IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION FROM THE OWNER OF CLAYTON SIGNS, INC.. ANY SUCH ACTIONS MAY BE SUBJECT TO LEGAL ACTION IN A COURT OF LAW.

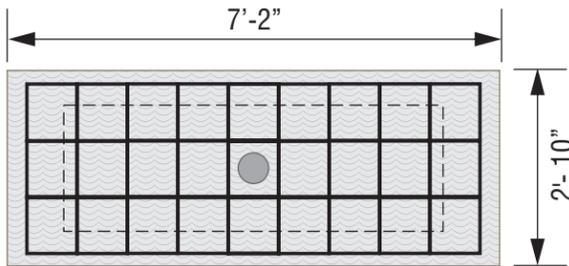
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SPECIFICATIONS

Sign cabinet is sign comp #2005 extruded cabinet with a sign comp # 2085/2095 bleed flex face cabinet is internally illuminated white led 6500k lights, spaced evenly. paint interior of cabinets matte white. Closed sunday panel (if shown) is .125" alum. routed face backed acrylic or white vinyl letters applied to surface.

Reader board cabinet (if shown) .125" alum. face panel with routed opening for reader board and copy reading "closed sunday" apercu sentence case bold. Hinged vandal cover frame with 187" thick clear polycarbonate face with inset .125" #7328 white. reader face with zip track to accommodate wagner zip letter set that includes franklin gothic extra condensed uppercase letter set of 334 characters with punctuation marks.

Masonry work and concrete pad for masonry work is furnished by the general contractor sign foundation is furnished by Clayton Signs, Inc.



3m #3630-53 Translucent Cardinal Red
Tension Frame Cover To Be Painted
Genesis M Single Stage (g2-series) Red #48247



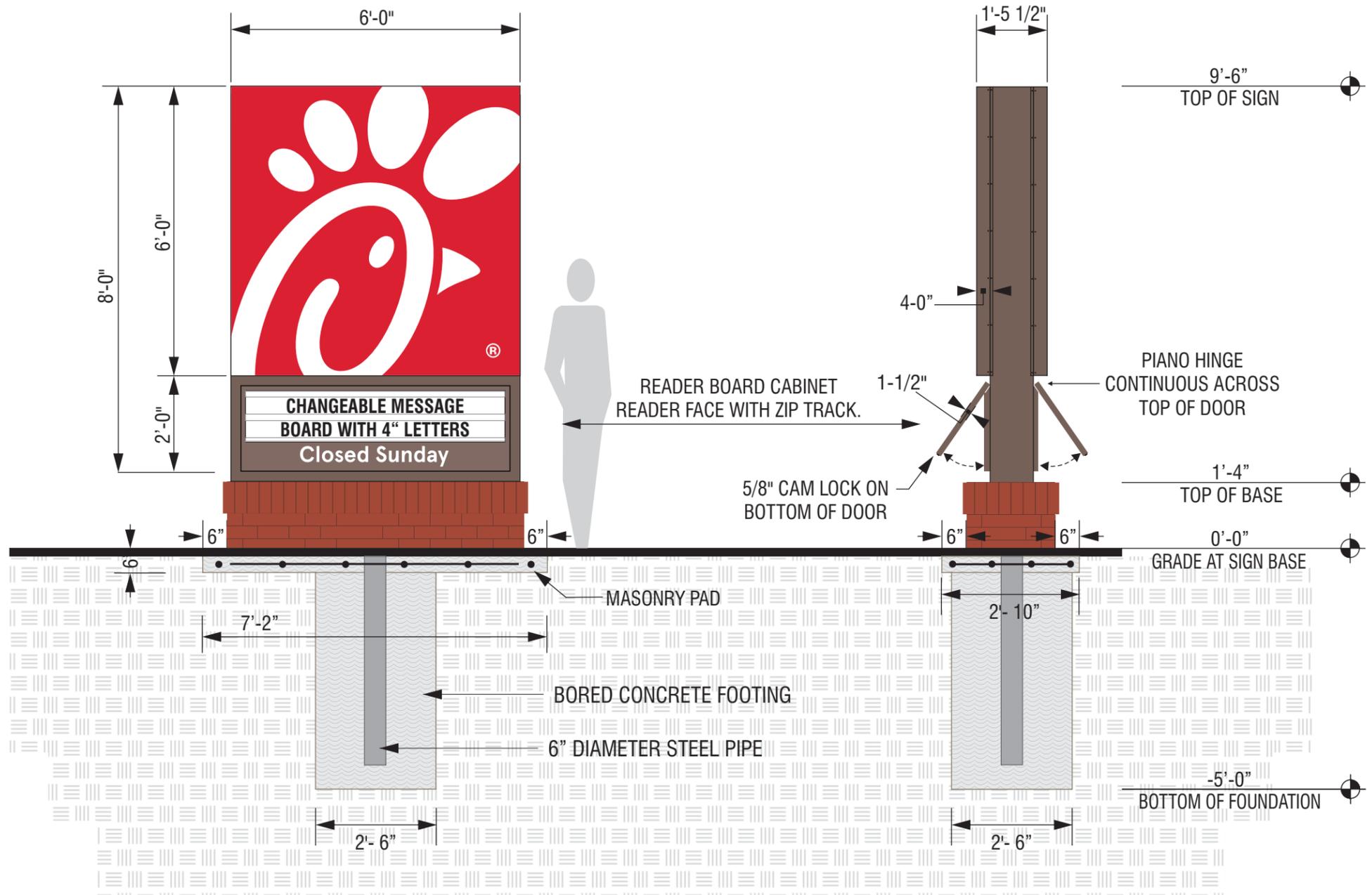
White Bleed 3M Panographic Iii Flex Face
W/ .125" #7328 White Plex



Painted Matthews
#74155 Dark Bronze, Semi-gloss



Masonry To Match Building



ELEVATION

SCALE - 3/8" = 1'- 0"

END VIEW

SCALE - 3/8" = 1'- 0"

	DOUBLE FACED CABINET LED'S GEWHOSP6-71K -DOUBLE SIDED POWER SUPPLY GEPS24 - 24V POWER SUPPLY	WET LOCATION CONNECT THE AC LINE TO THE BLACK (LINE) AND WHITE (NEUTRAL) WIRES OF THE POWER SUPPLY USING 18-14 AWG TWIST ON WIRE CONNECTORS. GROUND POWER SUPPLY GREEN WIRE TO GROUNDING SCREW. REPLACE JUNCTION BOX COVER.
THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN.		

CLAYTON Signs
5198 North Lake Drive
Lake City, GA 30260
404-361-3800 fax 404-361-7038
website - www.claytonsigns.com

REMODEL
DRAWING FILE -

ALL ELECTRICAL SIGNS ARE 120 VOLTS UNLESS OTHERWISE INDICATED

DRAWN BY BRANDON GUEST
ACCOUNT REP. BRANDON GUEST
DRAWING DATE 04-07-25

STORE NUMBER **6089**
STORE ADDRESS
Chick-fil-A
500 Hwy 17 North
N Myrtle Beach SC 29582
N Myrtle Beach

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SPECIFICATIONS

CHICK-FIL-A SCRIPT LETTERS
 LETTERS ARE LED-ILLUMINATED
 CHANNEL LETTERS MOUNTED
 ON ALUMINUM SURFACE OF BUILDING
 WITH TRANSFORMERS REMOTELY
 LOCATED BEHIND THE WALL IN
 UL APPROVED TRANSFORMER BOXES.
 FACES ARE 3/16" ACRYLIC
 RETURNS ARE .063 ALUMINUM
 BACKS ARE .080 ALUMINUM
 ALL RETURNS ARE ARC-WELDED TO
 LETTER BACKS

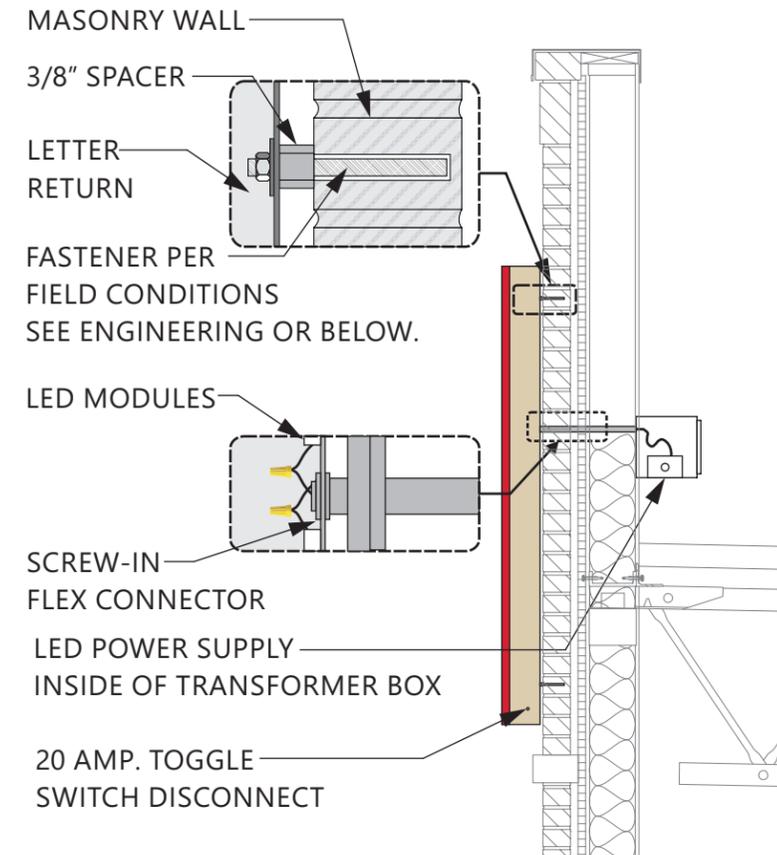
-  CHANNEL LETTER FACES
2793 RED ACRYLIC
-  TRIMCAP RETAINER-
1" RED JEWELITE TRIMCAP
-  ALUMINUM RETURNS
PAINTED TO MATCH
SHERWIN WILLIAMS
SW6108 LATTE

QTY: 3



ELEVATION

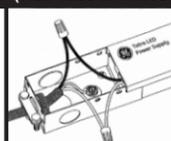
SCALE - 1/2" = 1'- 0"



FASTENER NOTE:
 USE 18-8 STAINLESS STEEL BOLTS W/ SPACERS THRU EIFS.
 EXPANSION BOLTS IN CONCRETE OR BRICK WALLS.
 TOGGLE BOLTS IN CONCRETE BLOCK OR PANEL WALLS.
 TEK SCREWS IN METAL STUDS. LAG-BOLTS IN WOOD STUDS.
 ALL THREAD BOLTS WITH BLOCKING BETWEEN STUDS.

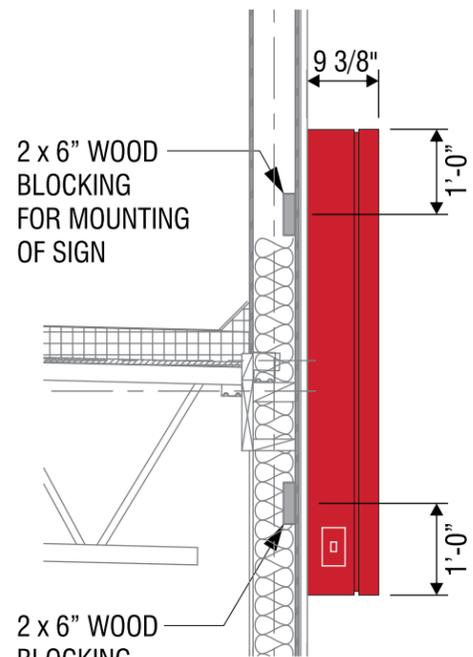
CROSS-SECTION

SCALE - 1/2" = 1'- 0"

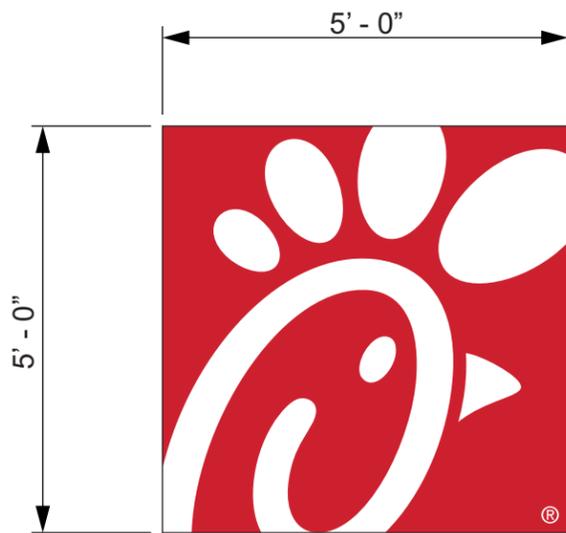
 	CHANNEL LETTERS (RED ILLUMINATION) LED's JTLS016R-0.4 RED LED POWER SUPPLY BL-120-12-60 POWER SUPPLY		WET LOCATION CONNECT THE AC LINE TO THE BLACK (LINE) AND WHITE (NEUTRAL) INPUT WIRES OF THE POWER SUPPLY USING 18-14 AWG TWIST ON WIRE CONNECTORS. GROUND POWER SUPPLY GREEN WIRE TO GROUNDING SCREW. REPLACE JUNCTION BOX COVER.
	THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN.		

 5198 North Lake Drive
 Lake City, GA 30260
 404-361-3800 fax 404-361-7038
 website - www.claytonsigns.com

REMODEL	DRAWING FILE -	ALL ELECTRICAL SIGNS ARE 120 VOLTS UNLESS OTHERWISE INDICATED	DRAWN BY BRANDON GUEST	STORE NUMBER	STORE ADDRESS	THIS DRAWING IS AN ORIGINAL, UNPUBLISHED DESIGN CREATED BY CLAYTON SIGNS, INC. IT IS NOT TO BE REPRODUCED, CHANGED, OR EXHIBITED TO ANYONE OUTSIDE OF YOUR COMPANY IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION FROM THE OWNER OF CLAYTON SIGNS, INC.. ANY SUCH ACTIONS MAY BE SUBJECT TO LEGAL ACTION IN A COURT OF LAW. © 2025 ALL RIGHTS RESERVED	B1
			ACCOUNT REP. BRANDON GUEST	6089	Chick-fil-A 500 Hwy 17 North N Myrtle Beach SC 29582 N Myrtle Beach		



2 x 6" WOOD
BLOCKING
FOR MOUNTING
OF SIGN

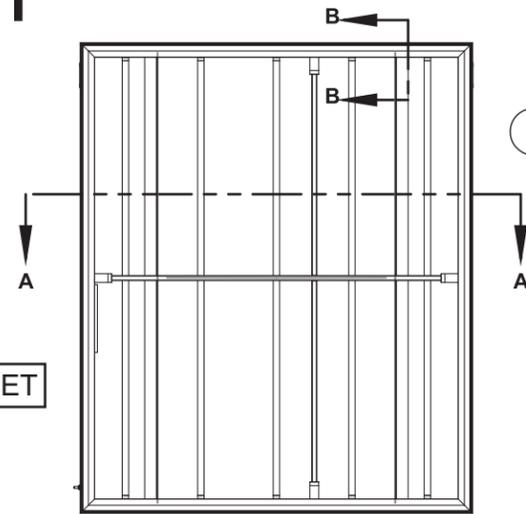


ELEVATION

SCALE - 3/8" = 1'-0"

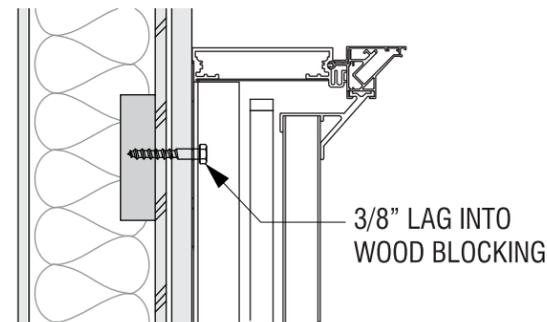
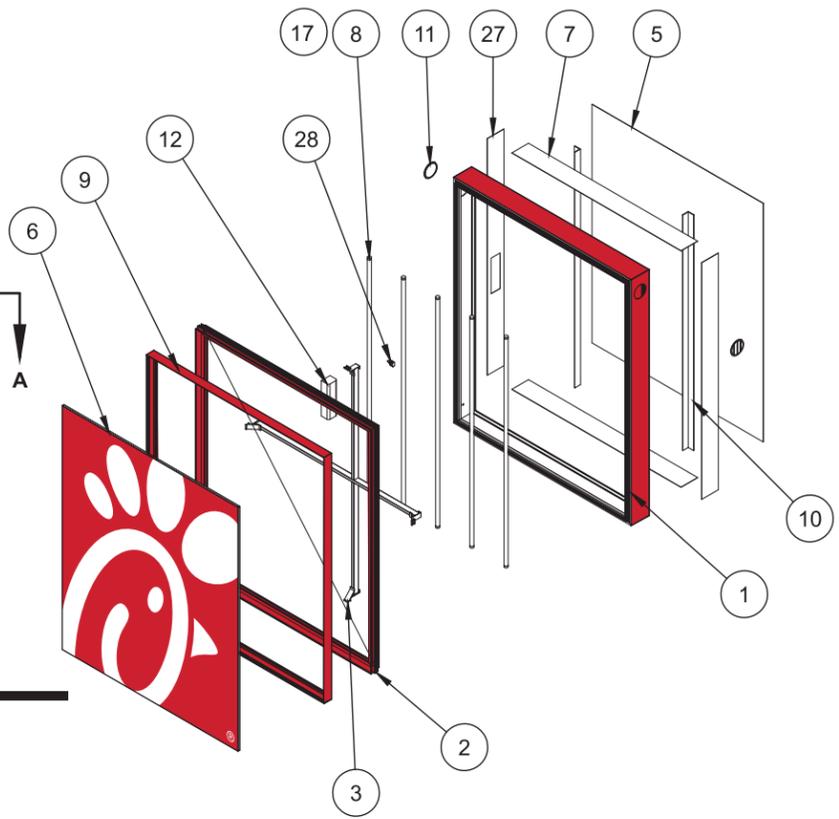
QTY: 1

25 SQUARE FEET



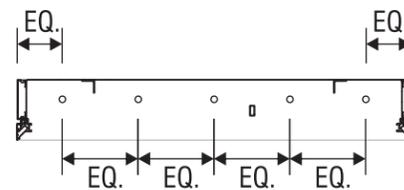
BRACE SUPPORT DETAIL

NOT TO SCALE



SECTION B-B

NOT TO SCALE



SECTION A-A

SCALE - 1/2" = 1'-0"

END VIEW

SCALE - 1/2" = 1'-0"

	SINGLE FACED CABINET LED's GEWHSSPS3 - 71K - SINGLED SID POWER SUPPLY GEPS12 - 12V POWER SUPPLY	WET LOCATION
	CONNECT THE AC LINE TO THE BLACK (LINE) AND WHITE (NEUTRAL) INPUT WIRES OF THE POWER SUPPLY USING 18-14 AWG TWIST ON WIRE CONNECTORS. GROUND POWER SUPPLY GREEN WIRE TO GROUNDING SCREW. REPLACE JUNCTION BOX COVER.	
THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN.		



5198 North Lake Drive
Lake City, GA 30260
404-361-3800 fax 404-361-7038
website - www.claytonsigns.com

REMODEL

DRAWING FILE -

ALL ELECTRICAL
SIGNS ARE
120 VOLTS
UNLESS
OTHERWISE INDICATED

DRAWN BY BRANDON GUEST
ACCOUNT REP. BRANDON GUEST
DRAWING DATE 04-07-25

STORE NUMBER
6089

STORE ADDRESS
Chick-fil-A
500 Hwy 17 North
N Myrtle Beach SC 29582
N Myrtle Beach

THIS DRAWING IS AN ORIGINAL, UNPUBLISHED DESIGN CREATED BY CLAYTON SIGNS, INC. IT IS NOT TO BE REPRODUCED, CHANGED, OR EXHIBITED TO ANYONE OUTSIDE OF YOUR COMPANY IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION FROM THE OWNER OF CLAYTON SIGNS, INC.. ANY SUCH ACTIONS MAY BE SUBJECT TO LEGAL ACTION IN A COURT OF LAW.
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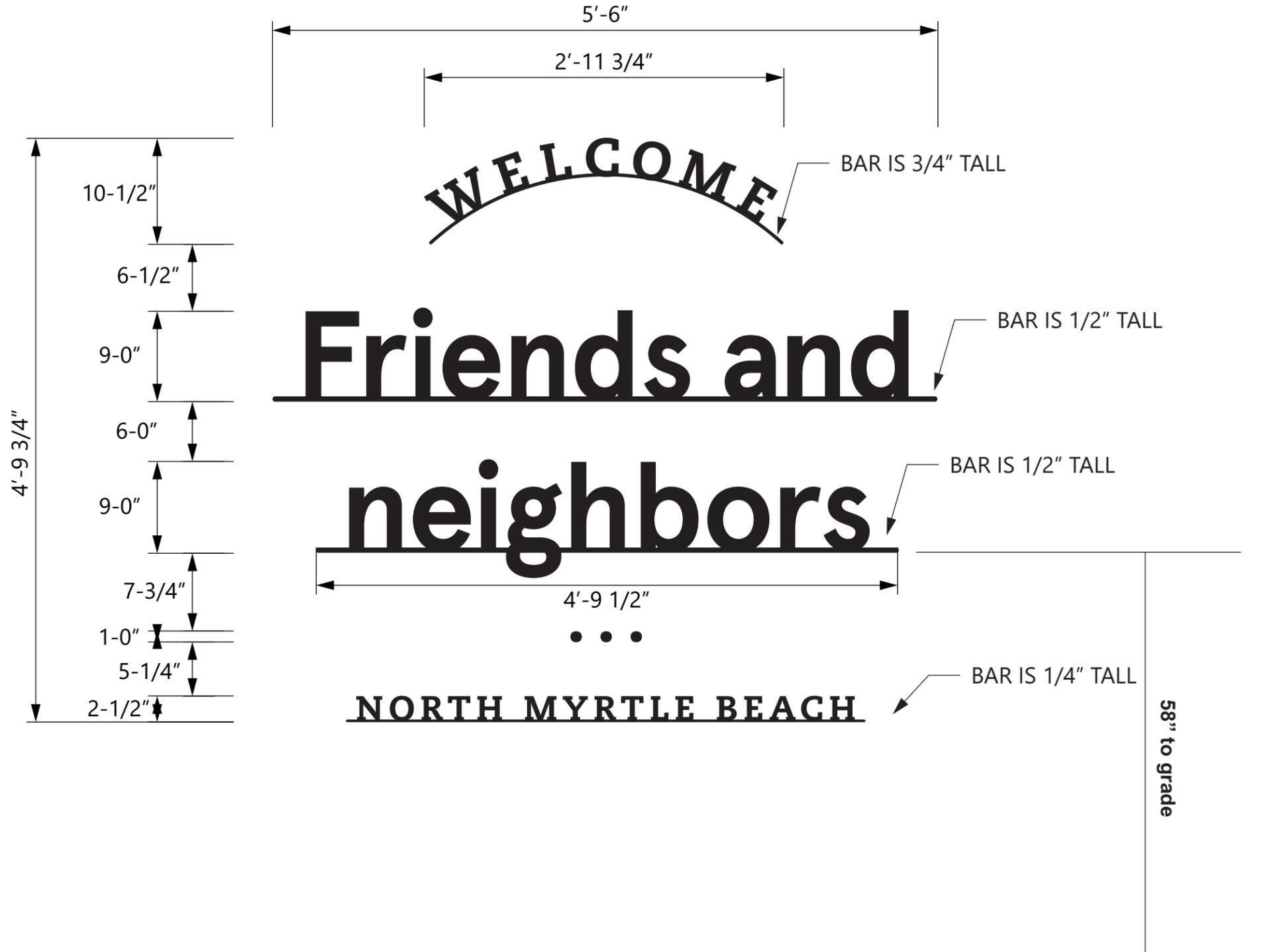
B2

SIGN TYPE: EXTERIOR WALL SIGN
 SINGLE-SIDED
 QTY:1

FLAT CUT-OUT ALUMINUM LETTERS, 1/2"
 THICK, PIN-MOUNTED TO WALL.

FONTS -
APERCU BOLD
CAECILIA COM 85 HEAVY

QTY: 1



SCALE 1":1'

MATTHEWS PAINT
 EQUUS BRONZE METALLIC
 Mp20181



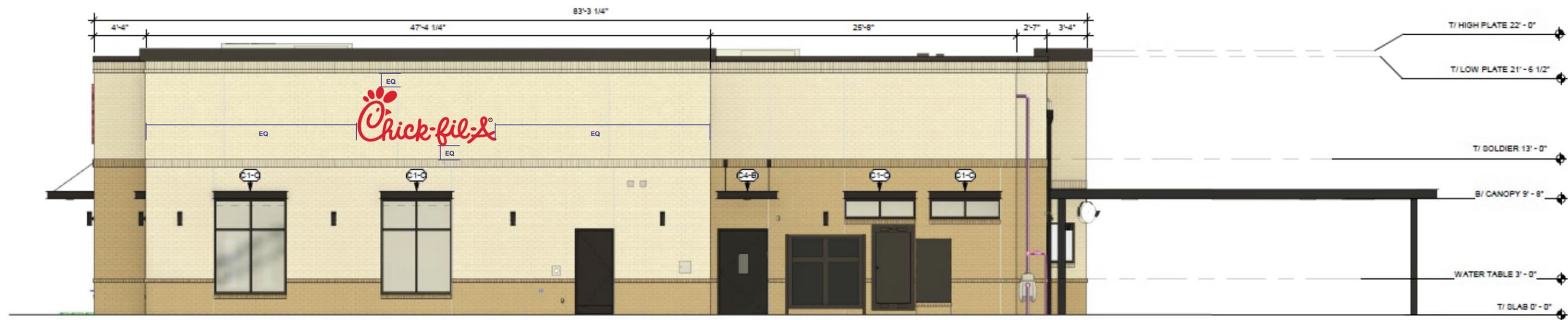
5198 North Lake Drive
 Lake City, GA 30260
 404-361-3800 fax 404-361-7038
 website - www.claytonsigns.com

REMODEL	DRAWING FILE -	ALL ELECTRICAL SIGNS ARE 120 VOLTS UNLESS OTHERWISE INDICATED	DRAWN BY BRANDON GUEST	STORE NUMBER	STORE ADDRESS	THIS DRAWING IS AN ORIGINAL, UNPUBLISHED DESIGN CREATED BY CLAYTON SIGNS, INC. IT IS NOT TO BE REPRODUCED, CHANGED, OR EXHIBITED TO ANYONE OUTSIDE OF YOUR COMPANY IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION FROM THE OWNER OF CLAYTON SIGNS, INC.. ANY SUCH ACTIONS MAY BE SUBJECT TO LEGAL ACTION IN A COURT OF LAW. © 2025 ALL RIGHTS RESERVED	B3
			ACCOUNT REP. BRANDON GUEST	6089	Chick-fil-A 500 Hwy 17 North N Myrtle Beach SC 29582 N Myrtle Beach		
			DRAWING DATE 04-07-25				



EXTERIOR ELEVATION

3/16" = 1'-0"



EXTERIOR ELEVATION

3/16" = 1'-0"



5198 North Lake Drive
 Lake City, GA 30260
 404-361-3800 fax 404-361-7038
 website - www.claytonsigns.com

REMODEL

DRAWING FILE -

ALL ELECTRICAL
 SIGNS ARE
120 VOLTS
 UNLESS
 OTHERWISE INDICATED

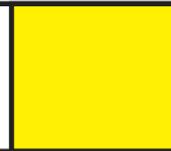
DRAWN BY BRANDON GUEST
 ACCOUNT REP. BRANDON GUEST
 DRAWING DATE 04-07-25

STORE NUMBER
6089

STORE ADDRESS
 Chick-fil-A
 500 Hwy 17 North
 N Myrtle Beach SC 29582
 N Myrtle Beach

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6E. MAJOR PLANNED DEVELOPMENT DISTRICT AMENDMENT Z-26-1: City staff received an application for a major amendment to the Barefoot Resort Planned Development District (PDD) revising rear yard setbacks on golf course lots in the Tuscan Sands neighborhood.

Background

In September 2017, City Council approved a major amendment to the Tuscan Sands neighborhood within the Barefoot Resort PDD, reducing the rear setback from 20 feet to 10 feet for certain unheated and non-conditioned patios and porches, subject to specific design and transparency standards. The 20-foot rear setback remained in place for heated or air-conditioned living space.

In 2025, a property owner whose lot borders the golf course applied for a variance to further reduce the rear setback to construct a screened lanai extending closer to the rear property line. The applicant cited recurring golf ball intrusion into the rear yard as the basis for the request. The Board of Zoning Appeals denied the variance, finding that the request did not meet the statutory hardship criteria required for approval. During discussion, the Board indicated that a text amendment to the PDD would be the appropriate mechanism if the development standards were to be revised.

The applicant has subsequently requested consideration of such an amendment.

Proposed Changes

The applicant, John Russo at 2200 Via Palma Drive, requests a major amendment to the Barefoot Resort PDD revising the rear setbacks for the Tuscan Sands neighborhood. The proposed amendment would reduce the rear setback to three feet for qualifying unheated and non-conditioned patios or porches on lots that border the golf course. The 20-foot rear setback for heated or air-conditioned living space would remain unchanged. All previously adopted design, transparency, and Architectural Review Board requirements would continue to apply.

Staff Review

Planning & Development, Planning Division

The planning division has no issue with the proposed amendment.

Planning & Development, Zoning Division

The Zoning Administrator has no issue with the proposed amendment.

Public Works

The Public Works Department has no issue with the proposed amendment.

Public Safety

The Fire Marshal has no issue with the proposed amendment.

According to § 23-4, Amendments, of the Zoning Ordinance, the advertisement requirement for Zoning Ordinance amendments is 15 days, and that advertisement notice has been met. The

amendment is presented to the Planning Commission for a recommendation that will be forwarded to City Council at their next meeting scheduled for March 2, 2026.

Planning Commission Action

The Planning Commission may approve, approve with modifications and/or conditions, or deny the proposal as submitted.

Alternative Motions

- 1) I move that the Planning Commission recommend approval of the major planned development district amendment to the Barefoot Resort PDD [Z-26-1] as submitted.
OR
- 2) I move that the Planning Commission recommend denial of the major planned development district amendment to the Barefoot Resort PDD [Z-26-1] as submitted.
OR
- 3) I move (an alternate motion).

PDD Zoning Finance Account Code:	3.22
FEE PAID:	\$500.00 on January 21, 2026
FILE NUMBER:	Z-26-1
Complete Submittal Date:	January 21, 2026



Notice Published:	January 29, 2026
Planning Commission:	February 17, 2026
First Reading:	March 2, 2026
Second Reading:	April 6, 2026

City of North Myrtle Beach, SC

**Application for a Major Amendment
to a Planned Development District (PDD)**

GENERAL INFORMATION

Date of Request: January 20, 2026	Property PIN(S): 1234
Property Owner(s): John Russo	Type of Zoning Map Amendment: Major PDD Amendment
Address or Location: 2200 Via Palma Drive	Project Contact: John Russo
Contact Phone Number: Contact the Planning Division for Info	Contact Email Address: Contact the Planning Division for Info
PDD Name: Barefoot Resort	Total Area of Property: 0.18 Acres
Proposed Amendment: To build a lanai/pool enclosure inside the rear lot setback due to special circumstances per supporting documentation attached. Amendment is limited to only lots backing up to the golf course	

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: John Russo

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.



TUSCAN SANDS at BAREFOOT
RESORT AND GOLF
HOMEOWNERS ASSOCIATION, INC.

PO Box 1706
North Myrtle Beach, SC 29598
Phone: 843-399-9888
Fax: 843-399-1761
www.tuscansands.com

July 24, 2025

John S. Russo
2200 Via Palma Drive 018
N Myrtle Beach SC 29582

RE: 2200 Via Palma Drive 018

Dear Owner:

The Architectural Review Committee (ARC) has reviewed and **CONDITIONALLY APPROVED** your 7/22/2025 application to install a lanai within the fenced in area, 2.5 to 3 feet from rear lot setback as per the documents that you submitted.

This ARC Application has the following Conditions for Approval: **Per the Revised July 15, 2025 Document: Lanais will be allowed to be placed on properties under the following guidelines: The structure shall be constructed of black aluminum and must be attached to the house sharing at least one wall with the main structure. Screens shall be charcoal or black in color. The structure shall not exceed the roofline or the length of the house. The structure shall comply with all North Myrtle Beach building codes and setback regulations and be able to withstand a minimum of 139-mile winds.**

Owner Responsibilities:

1. You must comply with any and all engineering design practices, zoning ordinances, building ordinances, and/or any other governmental agency regulations or restrictions.
2. It is your responsibility to obtain all required permits necessary and determine if any easements are in place that affects your property prior to beginning any work.
3. You understand that the authority to perform an alteration granted by this application will automatically expire if the work is not commenced within 180 days following approval, and completed within 120 days of the start date.
4. Any changes to the ARC approved plans must be resubmitted to the ARC for review and approval.
5. Access for equipment used in construction must be over or through the applicant's property. Streets and/or common elements may not be obstructed with equipment, building materials or landscape materials without permission of the ARC.
6. You must return the enclosed Architectural Review Compliance Form within ten (10) days of completion of the project. The ARC then has thirty (30) days to inspect the completed project. 7. When any type of digging is involved, you must call PUPS at 811 to identify where any utility lines may be buried.

Tuscan Sands Legal Notice:

- ARC approval of plans shall not constitute a representation, warranty, or guarantee that such plans and specifications comply with any of the warranties or engineering design practices or zoning and

- The ARC shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approved, from the standpoint of structural safety or conformance with building or other codes.
- By approving such plans and specifications, neither the ARC, the members thereof; the Association, any member thereof; their Board of Directors, any member thereof; or the Declarant, assumes any responsibility for any defect in the construction or improvement from such plans or specifications.
- As provided in the CC&Rs, neither the ARC, the Association, the Board of Directors of the Association or any members thereof, nor the Declarant or Developer, shall be liable to any Member, Owner, Occupant, or any other person or entity for any damage, loss, or prejudice suffered or claimed on account of (i) the approval or disapproval of any plans, drawings, or specifications, whether or not defective, or (ii) the construction or performance of any work whether or not pursuant to the approved plans, drawings, or specifications.

If you have any further questions, please contact Brandy Reaves at 843-399-9948 or via email to breaves@pm-llc.com.

FOR THE ARCHITECTURAL REVIEW COMMITTEE

Sincerely,

Brand Reaves, Administrative Coordinator
Kelly White, CMCA, AMS, PCAM
Community Association Manager
Ponderosa Management, LLC

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH MYRTLE BEACH PROVIDING THAT THE CODE OF ORDINANCES, CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA, BE AMENDED BY REVISING TUSCAN SANDS WITHIN THE BAREFOOT RESORT PLANNED DEVELOPMENT DISTRICT TO REDUCE THE REAR SETBACK TO THREE FEET TO ALLOW UNHEATED/ CONDITIONED PATIOS OR PORCHES MEETING SPECIFIC STANDARDS ON LOTS BORDERING THE GOLF COURSE

Section 1:

That the Tuscan Sands neighborhood within the Barefoot Resort Planned Development District (PDD) be amended as follows:

The rear setback for heated/ air-conditioned living space shall be 20 feet. For lots directly bordering the golf course, qualifying unheated/non-air-conditioned patios or porches as described below may have a minimum rear setback of three (3) feet. Unheated/ non-air-conditioned patios or porches (lanais, verandas, screened pool enclosures, and pergolas) may be fully or partially enclosed and roofed, and shall have a minimum rear setback of 10' feet provided all the following conditions are met:

1. Enclosures shall be a minimum of 10' feet from the side property lines.
2. Swimming pool screen enclosures cannot exceed 12' feet in height.
3. Roofs must be gable or hip, and roofing material must match the existing roof of the house or otherwise be submitted for ARB review and approval for conforming to the look and design of the home.
4. The use of wall or window-mounted heating or air conditioning devices shall be prohibited, nor shall the space be ducted for heating or air conditioning.
5. Transparency of the walls of the patio or porch shall be accomplished using transparent polyvinyl, screen material, or open voids.
6. The Architectural Review Board shall determine adherence to transparency as stated below, and all other esthetics and HOA regulations, taking into consideration the preservation of view corridors from adjoining properties:
 - a. There will be no solid exterior walls allowed.
 - b. Knee wall perimeter of any walls can be no taller than three feet in height.
 - c. No wall starter columns or corner columns for roof assemblies can be more than one foot in width.
 - d. The ARB recommends that all open areas of any enclosures be as large as possible, however, no less than stated above.

If a conflict arises between the amendments listed in the ordinance and those listed in the PDD booklet, the PDD booklet shall take precedence. The proposed changes are reflected in the PDD booklet.

Section 2:

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

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

ATTEST:

Mayor J.O. Baldwin, III

City Clerk

APPROVED AS TO FORM:

City Attorney

REVIEWED:

City Manager

FIRST READING: _____

SECOND READING: _____

ORDINANCE: _____

6F. MINOR PLANNED DEVELOPMENT DISTRICT AMENDMENT Z-26-2: City staff received an application for a minor amendment to the Parkway Group Planned Development District (PDD) revising signs at the McDowell Corporate Center.

History

City Council approved a major amendment to the Parkway Group PDD on January 5, 2026, revising parcel three at the McDowell Corporate Center and detailing the monument signage for the site.

Proposed Changes

The applicant requests a minor amendment to the Parkway Group PDD to replace the approved horizontally oriented monument sign with a more vertically oriented sign.

Staff Review

Planning & Development, Planning Division

The Planning Department has no issue with the proposed amendment.

Planning & Development, Zoning Division

The Zoning Administrator has no issue with the proposed amendment.

Public Works

The Public Works Department has no issue with the proposed amendment.

Public Safety

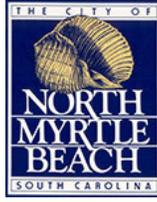
The Fire Marshal has no issue with the proposed amendment.

Planning Commission Action

The Planning Commission may approve, recommend modifications and/or conditions, or deny the proposal as submitted.

Alternative Motions

- 1) I move that the Planning Commission approves the minor planned development district amendment to the Parkway Group PDD [Z-26-2] as submitted.
OR
- 2) I move that the Planning Commission denies the minor planned development district amendment to the Parkway Group PDD [Z-26-2] as submitted.
OR
- 3) I move (an alternate motion).

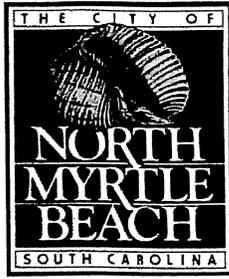


PDD Zoning Finance Account Code:	3.22
FEE PAID:	No Fee
FILE NUMBER:	Z-26-2
Complete Submittal Date:	February 5, 2026

City of North Myrtle Beach, SC

**Application for a Minor Amendment
to a Planned Development District
(PDD)**

GENERAL INFORMATION	
Date of Request: February 6, 2026	Property PIN(S): 36014030001
Property Owner(s): AMERICAN BUILDERS & CONTRACTORS SUPPLY CO INC	Type of Zoning Map Amendment: Minor PDD Amendment
Address or Location: 8501 Water Tower Rd	Project Contact: Joanne Arneberg
Contact Phone Number: Contact the Planning Division for Info	Contact Email Address: Contact the Planning Division for Info
PDD Name: Parkway Group PDD	Total Area of Property: 8 Acres
Proposed Amendment: Minor amendment for change in monument design from horizontal design to a more vertical design	
RECORDED COVENANT INFORMATION	
<p>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: Joanne Arneberg</i></p>	
<p>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.</p>	



CITY OF NORTH MYRTLE BEACH
LETTER OF AGENCY

Revision Date 05.24.19

Today's Date: 02/06/2026

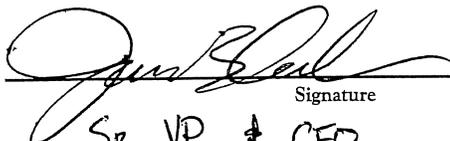
Nature of Approval Requested: PDD Minor Amendment

Property PIN(s): 36014030001.

Property Address/Location: 8501 Water Tower Rd

I, JAMES ANDERSON, hereby authorize Ed McDowell/MCC Watertower 1 LLC

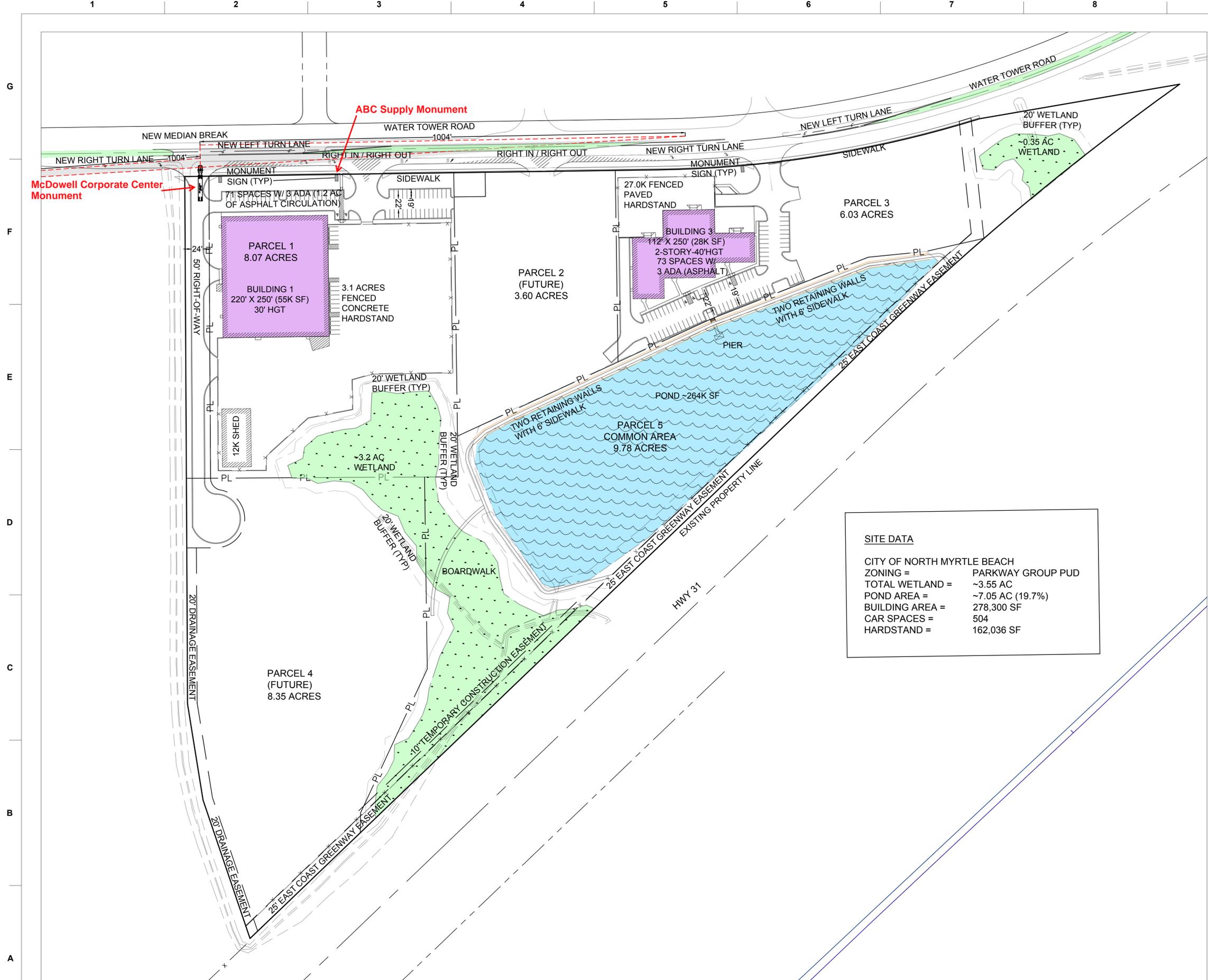
to act as my agent for for the purposes of the above referenced approval.


Signature
Sr. VP & CFO
Title

Signature

Title

Please have all property owners sign application; disregard additional spaces if not needed. If additional signature lines are required, please duplicate this sheet and bind all sheets together into one document.



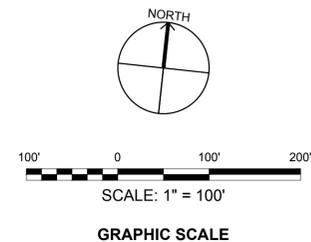
SITE DATA	
CITY OF NORTH MYRTLE BEACH	
ZONING =	PARKWAY GROUP PUD
TOTAL WETLAND =	~3.55 AC
POND AREA =	~7.05 AC (19.7%)
BUILDING AREA =	278,300 SF
CAR SPACES =	504
HARDSTAND =	162,036 SF

LEGEND

GENERAL NOTES

- SETBACKS:
- FRONT: 25'
 - SIDE YARD 15'
 - REAR 15'
- PHASING (ESTIMATED):
- PHASE 1 - PARCEL 1, 2, 5 - EST MAR 2026
 - PHASE 2 - PARCEL 3 - EST NOV 2028
 - PHASE 3 - PARCEL 4 - EST JAN 2030

A1 OVERALL MASTER PLAN
SCALE: 1" = 100'



**MCDOWELL
CORPORATE
CENTER**
JOB TITLE

**OVERALL
MASTER PLAN**
SHEET TITLE

XX-XX-XX

REVISIONS

NO.	DESCRIPTION	DATE

DRAWN _____

DESIGNED _____

CHECKED _____

APPROVED BY _____
APPROVED

Project Issue Date _____
ISSUE DATE

20-003
JOB NO.

10'

5'



MCDOWELL

CORPORATE CENTER





6G. SKETCH PLAN SUB-25-38: A sketch plan creating 125 dwelling units within a site-specific development plan on Water Tower Road.

Background

The applicant, David Forstrom, P.E., engineer and agent for the owner, has submitted a sketch plan for review in accordance with Sec. 20-6(f) of the Land Development Regulations, which requires a sketch plan for site-specific development plans containing four or more dwelling units. This requirement applies to residential and mixed-use projects regardless of whether the proposal involves subdivision of land. The sketch plan stage is intended as an early, conceptual review to allow the Planning Commission to evaluate overall layout, infrastructure placement, building footprints, and tree preservation considerations prior to site plan approval. The sketch plan does not authorize land disturbance or construction.

In this instance, the subject parcel has recently been harvested, and no protected trees (eight inches caliper or greater) remain on site. As such, the tree preservation component of the sketch plan review is limited. However, the project is still required to proceed through this step to satisfy the adopted process for multi-unit residential development. Tree preservation requirements are outlined in Chapter 23, Article V.5 of the City’s Zoning Ordinance, which states:

“It is the intent of this article to promote the health, safety and welfare of the general public through preservation and protection of existing trees that have matured to a size of eight (8) inches caliper by requiring retention and/or replacement.”

Existing Conditions

The 13.58-acre subject property is undeveloped and vacant. It is accessed by Water Tower Road, and it consists of two lots of record identified by PINs 359-07-04-0011 and 359-07-04-0012. It is zoned Medium Density Residential (R-2) and is located within the City’s jurisdiction. There are no trees greater than 8 inches in caliper on the site.

Proposed Conditions

The sketch plan reflects development of 125 residential units accessed by an internal driveway system, with sidewalks providing access to all units. The plan includes a mixed-use building containing storage and staff apartments, a two-story community center, pool area, trash compactor, fire pit, mail kiosk, multi-purpose recreation path, and parking.

Staff Review

Planning Division

The Planning Commission’s role at the sketch plan stage is limited to conceptual review, with particular emphasis on tree preservation and overall site organization prior to detailed engineering. Technical compliance with dimensional standards, parking ratios, fire access, stormwater design, and other ordinance requirements are reviewed at the staff level during site-specific development plan approval. In this instance, the subject property has been timber harvested and no protected trees remain on site; therefore, the tree preservation component of the sketch plan review is limited. The proposed layout meets applicable ordinance standards and will continue through the site plan review process for detailed technical evaluation.

Zoning Division

The zoning division has no issue with the proposed sketch plan.

Public Works

The Public Works Department has reviewed the conceptual layout and has no issue with the proposed sketch plan, but notes that additional comments are reserved for technical review of complete site plan submittal.

Public Safety

The Fire Marshal has no issue with the proposed sketch plan.

Planning Commission Action

The Planning Commission may approve, approve with modifications and/or conditions; or disapprove the sketch plan, as submitted.

Alternative Motions

I move that the planning commission approves the sketch plan [SUB-25-38] as submitted.

OR

I move that the planning commission denies the sketch plan [SUB-25-38] as submitted.

OR

I move (an alternate motion).

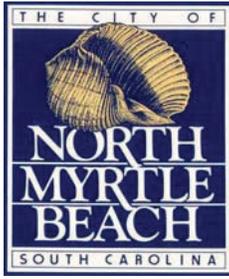
SUBDIVISION NAME:
Water Tower Road



Subdivision Finance Account Code:	3.21
FEE DUE/PAID:	\$250.00 on January 27, 2026
FILE NUMBER:	SUB-25-38
Complete Submittal Date:	January 27, 2026

City of North Myrtle Beach, SC
Application for a Major Plat

GENERAL INFORMATION			
Date of Request: August 7, 2025		Property PIN(S): TMS#'s: 142-00-01-334; 063	
Property Owner: KTAD Holdings		Type of Subdivision: Major Sketch Plan	
Address or Location: Water Tower Road on left heading north just past cell tower		Project Contact: David Forstrom	
Contact Phone Number: Contact the Planning Division for Info		Contact Email Address: Contact the Planning Division for Info	
PROJECT INFORMATION			
Zoning: R-2	Total Area: 591,850 Square Feet	Existing # of Lots: 0	Proposed # of Lots: 0
Total # of Residential/Commercial Lots: 0	Area of Largest Lot: 0 sq. ft.	Area of Smallest Lot: 0 sq. ft.	Linear Feet of New Streets: 850
Total # of Common/Open Space Lots: 0	Total Area of Common/Open Space Lots: 0	Total # of Utility Space Lots: 0	Total Area of Utility Lots: 0
Proposed Street Names: None at this time			
Are Wetlands Present on Site? Yes			
Are Trees Greater than 16" Caliper Present on Site? No		Is the applicant requesting that Planning Commission authorize the removal of any tree to permit the installation of infrastructure, including trees greater than 24" caliper? No	
RECORDED COVENANT INFORMATION			
<p>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: David Forstrom</i></p>			
<p>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.</p>			



CITY OF NORTH MYRTLE BEACH
LETTER OF AGENCY

Revision Date 05.24.19

Today's Date: 08/07/24

Nature of Approval Requested: Site-Specific Development Plan Approval

Property PIN(s): TMS#'s: 142-00-01-334; 063

Property Address/Location: Vacant Land no address

I, Timothy T. Dunkin, SR, hereby authorize David Forstrom, P.E.

to act as my agent for for the purposes of the above referenced approval.

[Handwritten Signature]
Signature

Title

8/7/24
Signature

Title

Signature

Title

Signature

Title

Signature

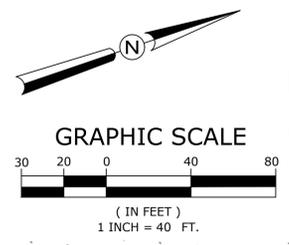
Title

Signature

Title

Please have all property owners sign application; disregard additional spaces if not needed. If additional signature lines are required, please duplicate this sheet and bind all sheets together into one document.

TRACTS 1 & 2
 PIN# 359-08-03-0001
 TAX# 142-00-01-121
 N/F RICH MAR, LLC
 DB.3472 @ PG.561



OWNER:
KTAD HOLDINGS, LLC
 1229 38TH AVENUE N, #214
 MYRTLE BEACH, SC 29577

LANDSCAPE REQUIREMENT CALCULATIONS:

1. 10' FRONT LANDSCAPE BUFFER REQUIREMENTS (ALONG WATER TOWER ROAD OR STREET FRONTAGE)
 1.1 CANOPY TREE (1 CANOPY TREE/40 LF) (273 LF) = 7 REQUIRED
 7 PROVIDED
 41 PROVIDED
 1.2 SHRUB (3 SHRUBS/20 LF) (273 LF) = 41 PROVIDED
 41 PROVIDED

2. 10' SIDE LANDSCAPE BUFFER REQUIREMENTS (PERIMETER OR ADJACENT PROPERTIES)
 2.1 CANOPY TREE (1 CANOPY TREE/40 LF) (531 LF) = 13 REQUIRED
 13 PROVIDED
 80 PROVIDED
 2.2 SHRUB (3 SHRUBS/20 LF) (531 LF) = 80 REQUIRED
 80 PROVIDED

PLANT SCHEDULE:

1. CANOPY TREE

SYMBOL	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
○	7	QUERCUS VIRGINIANA	LIVE OAK	MIN. 3" CALIPER AND 10' HT. AT PLANTING
●	13	ACER RUBRUM	RED MAPLE	MIN. 3" CALIPER AND 10' HT. AT PLANTING

2. SHRUB

SYMBOL	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
●	41	ILEX GLABRA	INKBERRY HOLLY	4-6 FT HEIGHT
⊕	80	CLETHRA ALNIFOLIA	SWEET PEPPERBUSH	3-5 FT HEIGHT

SITE DATA TABLE		
CURRENT USE:	VACANT	
FUTURE LAND USE MAP DESIGNATION (FLUM):	RESIDENTIAL SUBURBAN	13.58 AC
ZONING DESIGNATION:	R-2 MEDIUM DENSITY RESIDENTIAL	
PARCEL IDENTIFICATION NUMBER:	359-07-04-0011 AND 359-07-04-0012	
SURROUNDING FLUM/ZONING:		
NORTH	COMMERCIAL FOREST AGRICULTURE (CFA)	
SOUTH	COMMERCIAL FOREST AGRICULTURE (CFA)	
EAST	PUBLIC RIGHT OF WAY	
WEST	COMMERCIAL FOREST AGRICULTURE (CFA)	
TOTAL SITE AREA:	591,850 SF	(13.58 ACRES)
DWELLING UNIT CALCULATION:		
MINIMUM LOT AREA PER DU	REQUIRED	PROVIDED
	3,500 SF PER DU	125 UNITS
BUILDING HEIGHT	REQUIRED	PROVIDED
	MAXIMUM 35 FT	N/A
ISR PROVIDED FOR CONSERVATION RESIDENTIAL FLU:	MAXIMUM 60%	25.28%
FLOOR AREA RATIO (FAR):	REQUIRED	PROVIDED
BUILDING SETBACKS:	REQUIRED	PROVIDED
FRONT	25 FT	45 FT
SIDE	7.5 FT	10 FT
REAR	20 FT	20 FT
LANDSCAPE BUFFERS:	REQUIRED	PROVIDED
FRONT	10 FT	10 FT
SIDE	10 FT	10 FT

LAYOUT LEGEND

- 6" RIBBON CURB
- ASPHALT DRIVEWAY, 19 FT
- TRASH COMPACTOR REQ'D W/ ENCLOSURE
- PEDESTRIAN RAMP
- PROPOSED SIDEWALK, WIDTH PER PLAN
- 4" SOLID WHITE PAINT STRIPE REQ'D, TYPICAL
- MIXED USE BUILDING, 2,633 SF FOOTPRINT, 3-STORY
 GROUND LEVEL:
 MAINTENANCE STORAGE AREA.
 1ST LEVEL:
 GENERAL STORAGE AREA
 2ND LEVEL:
 FOUR (4) 1-BEDROOM APARTMENTS FOR STAFF.
- 2 - STORY COMMUNITY CENTER
- POOL AREA, PAVEMENT EXTENDS BENEATH 2ND LEVEL
- FIRE PIT
- 15 MPH SPEED LIMIT SIGN REQ'D SEE DETAIL
- TRANSITION CURB FROM 4" TO 0" IN 2' REQ'D
- 24" WIDE SOLID WHITE STOP BAR REQ'D
- R1-1 STOP SIGN REQ'D SEE DETAIL
- PUMP STATION AREA
- PROPOSED FIRE HYDRANT
- MAIL KIOSK
- GATE ENTRANCE TO PUMP STATION, 16 FT
- MULTI-PURPOSE RECREATION PATH
- PROPOSED 18 FT WIDE UNITS, ALL OTHERS 16 FT WIDE
- COMPACT PARKING SPACE 8 FT X 15 FT.
- 2ND STORY ONLY, POOL AREA BELOW

PARKING REQUIREMENTS:	REQUIRED	PROVIDED
LARGER UNITS REQUIRE 1.5 SPACES/UNIT SMALLER UNITS REQUIRE 1 SPACE/UNIT	49 UNITS X 1.5 SPACES 76 UNITS X 1.0 SPACE	178 SPACES FOR UNITS
COMMUNITY SPACES	N/A	17 COMMUNITY SPACES
HANDICAP SPACES REQUIRED:	101 - 150 PARKING SPOTS = 5 ADA PARKING SPACES	1
TOTAL PARKING:	125	191
UPLAND/WETLAND SUMMARY		
TOTAL PARCEL AREA	591,850 SF	(13.58 ACRES)
TOTAL UPLAND AREA	N/A	222,881 SF
TOTAL WETLAND AREA	338,969 SF	(7.78 ACRES)
TOTAL WETLAND BUFFER AREA	22,942 SF	(0.53 ACRES)
TOTAL WETLAND IMPACTS	N/A	
TOTAL EXEMPT SECONDARY WETLAND BUFFER IMPACTS	N/A	
TOTAL IMPERVIOUS SURFACE AREA	355,110 SF (MAX 60%)	154,746.00 SF (26.15%)
TOTAL LANDSCAPE IMPACTED BY STORMWATER	N/A	0%

PIN# 359-08-03-0003
 TAX# 142-00-01-086
 N/F GEORGE A. & ARLENE A. JERDON
 DB.1712 @ PG.194

PIN# 359-08-03-0002
 TAX# 142-00-01-062
 N/F GEORGE A. & ARLENE A. JERDON
 DB.1712 @ PG.192

TRACTS 1 & 2
 PIN# 359-03-00-0001
 TAX# 142-00-01-121
 N/F RICH MAR, LLC
 DB.3472 @ PG.561

TRACTS 1 & 2
 PIN# 359-03-00-0001
 TAX# 142-00-01-121
 N/F RICH MAR, LLC
 DB.3472 @ PG.561

PARCEL 4
 PIN# 359-00-00-0001
 TAX# 142-00-01-236
 N/F RIVERSTONE PROPERTIES, LLC
 DB.2339 @ PG.793

PIN# 359-07-04-0013
 TAX# 142-00-01-122
 N/F STANLEY M. LOJECK
 DB.2657 @ PG.992

PROJECT LOCATION



WATER TOWER ROAD
 SUBDIVISION HARRY
 COUNTRY, SC

SITE PLAN

DAVID FORSTROM, P.E.
 FL P.E. # 86671

Project No:	
Designed:	Drawn:
Checked:	O.C.:
Date:	10/11/2025
Scale:	1" = 40'

SHEET OF

6H. PRELIMINARY SUBDIVISION PLAT SUB-25-49: A major preliminary plat of subdivision creating 53 residential lots, common area, and private rights-of-way in Phase Six of Grande Dunes North at the Parkway Group Planned Development District (PDD).

Background

The Planning Commission recommended approval of the major amendment entitling this development at their February 2, 2021, meeting; the development passed second reading at City Council at the March 15, 2021, meeting. The last preliminary plat for Grande Dunes North was approved January 7, 2025, and the last final plat was approved January 6, 2026.

Existing Conditions

Accessed by Grande Dunes North Village Boulevard and Brynlee Road, the total area of the subdivision is 12.71 acres. The subject property is one lot of record identified by PIN 389-00-00-0007. The property is zoned Planned Development District (PDD) and is located within the City’s jurisdiction. Currently, the parcel is unused and vacant as the site of the former Waterway Hills golf course; construction of other phases of Grande Dunes North is going on around this property.

Proposed Conditions

The applicant, Cameron Parker of DRG, agent for the owner, has proposed a major preliminary plat of subdivision creating 53 residential lots, two common area lots, and private rights-of-way. The smallest lot is ±6,630 square feet; the largest lot is ±8,449 square feet. The subdivision density is 4.17 dwelling units per acre. All setbacks conform to the standards of the Grande Dunes North PDD. This plat continues Brynlee Road, a 50’ wide private right-of-way, and creates Brawley Drive, Teagan Drive, Ambrose Avenue, and Galene Drive, all 50’ wide private rights-of-way. All new roadways are designed to City standards, including requiring sidewalks and street trees according to the Land Development Regulations and PDD documents. The construction documents outlining the streets and infrastructure improvements are being reviewed by city staff for substantial consistency with the approved PDD documents.

Staff Review

Planning & Development, Planning Division

The planning division has no issues with the proposed major preliminary plat of subdivision.

Planning & Development, Zoning Division

The Zoning Administrator has no issues with the proposed major preliminary plat of subdivision.

Public Works

The Public Works Department has no issues with the proposed major preliminary plat of subdivision.

Public Safety

The Fire Marshal has no issues with the proposed major preliminary plat of subdivision.

Planning Commission Action

The Planning Commission may approve, approve with modifications and/or conditions, or disapprove the plat as submitted.

Alternative Motions

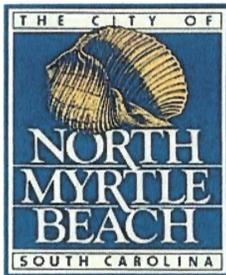
I move that the planning commission approve the major preliminary plat of subdivision [SUB-25-49] prepared for Phase 6 of Grande Dunes North as submitted;

OR

I move that the planning commission deny the major preliminary plat of subdivision [SUB-25-49] prepared for Phase 6 of Grande Dunes North as submitted;

OR

I move (an alternate motion).



CITY OF NORTH MYRTLE BEACH
LETTER OF AGENCY

Revision Date 05.24.19

Today's Date: 06/05/23

Nature of Approval Requested: Plat Approval

Property PIN(s): 38900000007

Property Address/Location: Grande Dunes North Village

I, GDN Group, LLC, hereby authorize J. Cameron Parker

to act as my agent for for the purposes of the above referenced approval.



Signature
Manager

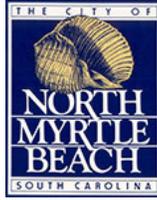
Title

Signature

Title

Please have all property owners sign application; disregard additional spaces if not needed. If additional signature lines are required, please duplicate this sheet and bind all sheets together into one document.

SUBDIVISION NAME:
Grande Dunes North Phase 6



Subdivision Finance Account Code:	3.21
FEE DUE/PAID:	\$830.00 on
FILE NUMBER:	SUB-25-49
Complete Submittal Date:	

City of North Myrtle Beach, SC

Application for a Major Plat

GENERAL INFORMATION

Date of Request: September 23, 2025	Property PIN(S): 3890000007
Property Owner: GDN Group LLC	Type of Subdivision: Major Preliminary Subdivision
Address or Location: End of Grande Dunes North Blvd	Project Contact: Cameron Parker
Contact Phone Number: Contact the Planning Division for Info	Contact Email Address: Contact the Planning Division for Info

PROJECT INFORMATION

Zoning:	Total Area: 553,877 Square Feet	Existing # of Lots: 1	Proposed # of Lots: 58
Total # of Residential/Commercial Lots: 53	Area of Largest Lot: 8,449 sq. ft.	Area of Smallest Lot: 6,330 sq. ft.	Linear Feet of New Streets: 2,510
Total # of Common/Open Space Lots: 4	Total Area of Common/Open Space Lots: 63,329	Total # of Utility Space Lots: 0	Total Area of Utility Lots: 0

Proposed Street Names:	
Are Wetlands Present on Site? No	
Are Trees Greater than 16" Caliper Present on Site? Yes	Is the applicant requesting that Planning Commission authorize the removal of any tree to permit the installation of infrastructure, including trees greater than 24" caliper? Yes

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: Cameron Parker

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.

6I. PRELIMINARY SUBDIVISION PLAT SUB-25-50: A major preliminary plat of subdivision creating 69 residential lots, common area, and private rights-of-way in Phase 7A and 8A of Grande Dunes North at the Parkway Group Planned Development District (PDD).

Background

The Planning Commission recommended approval of the major amendment entitling this development at their February 2, 2021, meeting; the development passed second reading at City Council at the March 15, 2021, meeting. The last preliminary plat for Grande Dunes North was approved January 7, 2025, and the last final plat was approved January 6, 2026.

Existing Conditions

Accessed by Grande Dunes North Village Boulevard, the total area of the subdivision is 14.96 acres. The subject property is one lot of record identified by PIN 389-00-00-0007. The property is zoned Planned Development District (PDD) and is located within the City’s jurisdiction. Currently, the parcel is unused and vacant as the site of the former Waterway Hills golf course; construction of other phases of Grande Dunes North is going on around this property.

Proposed Conditions

The applicant, Cameron Parker of DRG, agent for the owner, has proposed a major preliminary plat of subdivision creating 69 residential lots, four common area lots, and private rights-of-way. The smallest lot is ±6,500 square feet; the largest lot is ±9,820 square feet. The subdivision density is 4.61 dwelling units per acre. All setbacks conform to the standards of the Grande Dunes North PDD. This plat creates Galene Drive, Aideen Drive and Linus Lane all 50’ wide private right-of-way. All new roadways are designed to City standards, including requiring sidewalks and street trees according to the Land Development Regulations and PDD documents. The construction documents outlining the streets and infrastructure improvements are being reviewed by city staff for substantial consistency with the approved PDD documents.

Staff Review

Planning & Development, Planning Division

The planning division has no issues with the proposed major preliminary plat of subdivision.

Planning & Development, Zoning Division

The Zoning Administrator has no issues with the proposed major preliminary plat of subdivision.

Public Works

The Public Works Department has no issues with the proposed major preliminary plat of subdivision.

Public Safety

The Fire Marshal has no issues with the proposed major preliminary plat of subdivision.

Planning Commission Action

The Planning Commission may approve, approve with modifications and/or conditions, or disapprove the plat as submitted.

Alternative Motions

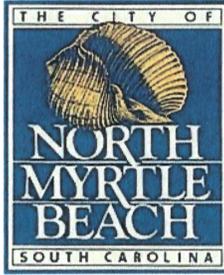
I move that the planning commission approve the major preliminary plat of subdivision [SUB-25-50] prepared for Phase 7A & 8A of Grande Dunes North as submitted;

OR

I move that the planning commission deny the major preliminary plat of subdivision [SUB-25-50] prepared for Phase 7A & 8A of Grande Dunes North as submitted;

OR

I move (an alternate motion).



CITY OF NORTH MYRTLE BEACH
LETTER OF AGENCY

Revision Date 05.24.19

Today's Date: 06/05/23

Nature of Approval Requested: Plat Approval

Property PIN(s): 38900000007

Property Address/Location: Grande Dunes North Village

I, GDN Group, LLC, hereby authorize J. Cameron Parker

to act as my agent for for the purposes of the above referenced approval.



Signature
Manager

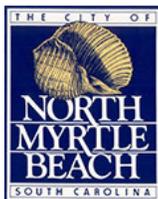
Title

Signature

Title

Please have all property owners sign application; disregard additional spaces if not needed. If additional signature lines are required, please duplicate this sheet and bind all sheets together into one document.

SUBDIVISION NAME:
Grande Dunes North 7A&8A



Subdivision Finance Account Code:	3.21
FEE DUE/PAID:	\$850.00 on
FILE NUMBER:	SUB-25-50
Complete Submittal Date:	

City of North Myrtle Beach, SC

Application for a Major Plat

GENERAL INFORMATION

Date of Request: September 23, 2025	Property PIN(S): 38900000007
Property Owner: GDN GROUP, LLC	Type of Subdivision: Major Preliminary Subdivision
Address or Location: End of Grande Dunes Boulevard	Project Contact: Cameron Parker
Contact Phone Number: Contact the Planning Division for Info	Contact Email Address: Contact the Planning Division for Info

PROJECT INFORMATION

Zoning:	Total Area: 579,567.53 Square Feet	Existing # of Lots: 1	Proposed # of Lots: 60
Total # of Residential/Commercial Lots: 58	Area of Largest Lot: 9,820 sq. ft.	Area of Smallest Lot: 6,590 sq. ft.	Linear Feet of New Streets: 1,929
Total # of Common/Open Space Lots: 2	Total Area of Common/Open Space Lots: 48,469	Total # of Utility Space Lots: 0	Total Area of Utility Lots: 0

Proposed Street Names:	
Are Wetlands Present on Site? Yes	
Are Trees Greater than 16" Caliper Present on Site? Yes	Is the applicant requesting that Planning Commission authorize the removal of any tree to permit the installation of infrastructure, including trees greater than 24" caliper? Yes

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: Cameron Parker

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.

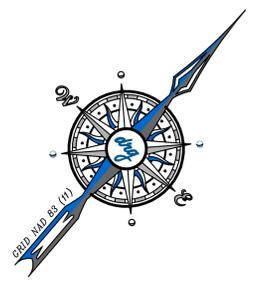


Philip@drgrp.com

PRELIMINARY SUBDIVISION PLAT OF
GRANDE DUNES NORTH PHASE 7A & 8A
BEING A PORTION OF PIN: 389-00-00-0007
CITY OF NORTH MYRTLE BEACH, Horry County, South Carolina
PREPARED FOR:
GDN GROUP, LLC

LEGEND

- Iron Pipe Found (IPF)
- Iron Pipe Set (IPS)
- - - Building Setback Line
- - - Centerline Road
- - - Centerline Intracoastal Waterway ROW



CURVE TABLE				
CURVE #	RADIUS	LENGTH	DELTA	CHORD
C1	475.00'	31.27'	3° 46' 17"	N 50° 49' 44" E 31.26'
C2	475.00'	10.18'	1° 13' 42"	N 48° 19' 45" E 10.18'
C3	525.00'	14.66'	1° 36' 01"	N 48° 30' 55" E 14.66'
C4	525.00'	31.15'	3° 33' 58"	N 51° 00' 54" E 31.14'
C5	25.00'	39.27'	90° 00' 00"	S 82° 17' 07" E 35.36'

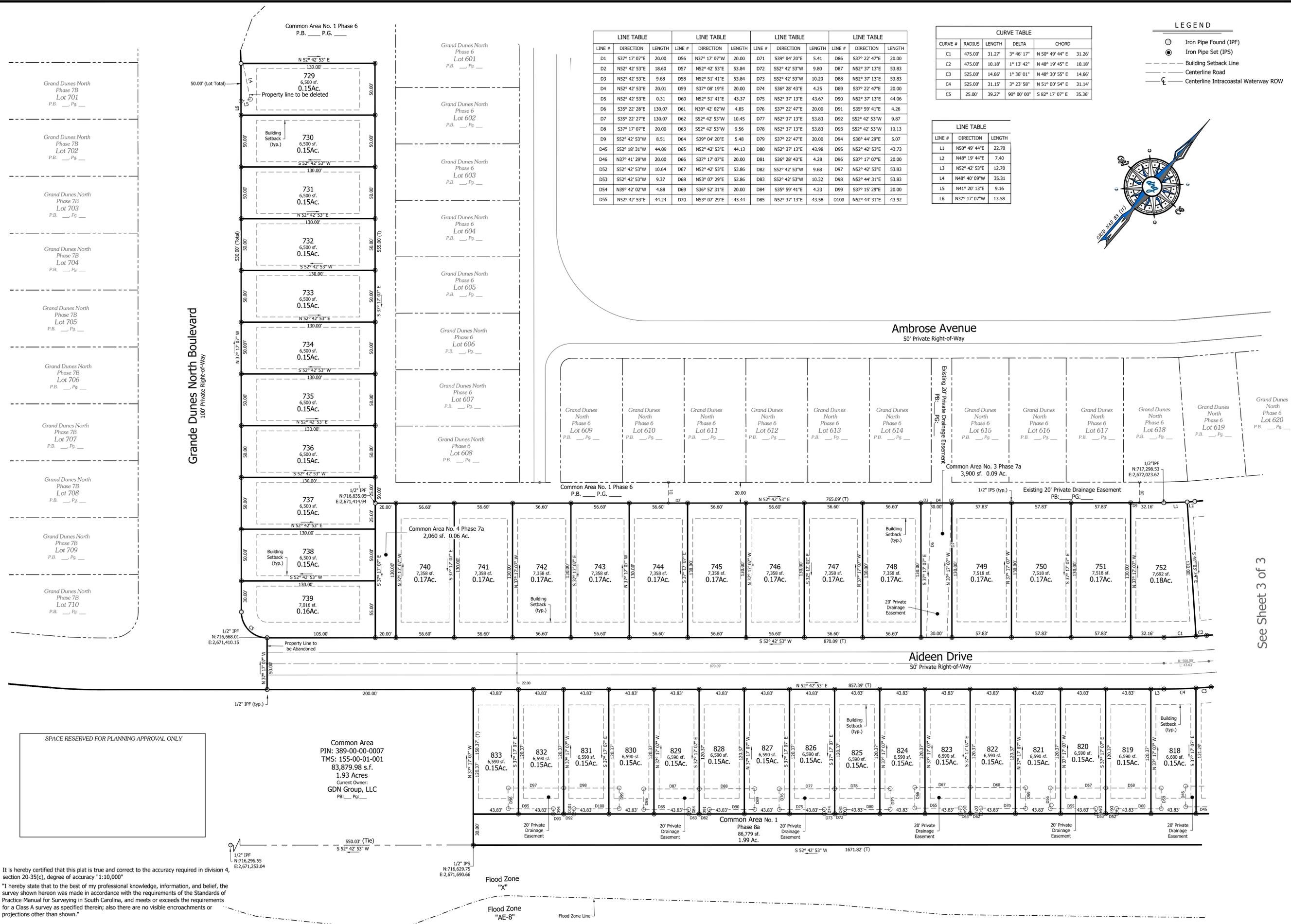
LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N50° 49' 44" E	22.70
L2	N48° 19' 44" E	7.40
L3	N52° 42' 53" E	12.70
L4	N48° 40' 09" W	35.31
L5	N41° 20' 13" E	9.16
L6	N37° 17' 07" W	13.58

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH									
D1	S37° 17' 07" E	20.00	D56	N37° 17' 07" W	20.00	D71	S39° 04' 20" E	5.41	D86	S37° 22' 47" E	20.00
D2	N52° 42' 53" E	18.60	D57	N52° 42' 53" E	53.84	D72	S52° 42' 53" W	9.80	D87	N52° 37' 13" E	53.83
D3	N52° 42' 53" E	9.68	D58	N52° 51' 41" E	53.84	D73	S52° 42' 53" W	10.20	D88	N52° 37' 13" E	53.83
D4	N52° 42' 53" E	20.01	D59	S37° 08' 19" E	20.00	D74	S36° 28' 43" E	4.25	D89	S37° 22' 47" E	20.00
D5	N52° 42' 53" E	0.31	D60	N52° 51' 41" E	43.37	D75	N52° 37' 13" E	43.67	D90	N52° 37' 13" E	44.06
D6	S35° 22' 28" E	130.07	D61	N39° 42' 02" W	4.85	D76	S37° 22' 47" E	20.00	D91	S35° 59' 41" E	4.26
D7	S35° 22' 27" E	130.07	D62	S52° 42' 53" W	10.45	D77	N52° 37' 13" E	53.83	D92	S52° 42' 53" W	9.87
D8	S37° 17' 07" E	20.00	D63	S52° 42' 53" W	9.56	D78	N52° 37' 13" E	53.83	D93	S52° 42' 53" W	10.13
D9	S52° 42' 53" W	8.51	D64	S39° 04' 20" E	5.48	D79	S37° 22' 47" E	20.00	D94	S36° 44' 29" E	5.07
D45	S52° 18' 31" W	44.09	D65	N52° 42' 53" E	44.13	D80	N52° 37' 13" E	43.98	D95	N52° 42' 53" E	43.73
D46	N37° 41' 29" W	20.00	D66	S37° 17' 07" E	20.00	D81	S36° 28' 43" E	4.28	D96	S37° 17' 07" E	20.00
D52	S52° 42' 53" W	10.64	D67	N52° 42' 53" E	53.86	D82	S52° 42' 53" W	9.68	D97	N52° 42' 53" E	53.83
D53	S52° 42' 53" W	9.37	D68	N53° 07' 29" E	53.86	D83	S52° 42' 53" W	10.32	D98	N52° 44' 31" E	53.83
D54	N39° 42' 02" W	4.88	D69	S36° 52' 31" E	20.00	D84	S35° 59' 41" E	4.23	D99	S37° 15' 29" E	20.00
D55	N52° 42' 53" E	44.24	D70	N53° 07' 29" E	43.44	D85	N52° 37' 13" E	43.58	D100	N52° 44' 31" E	43.92

Grande Dunes North Boulevard
100' Private Right-of-Way

Ambrose Avenue
50' Private Right-of-Way

Aideen Drive
50' Private Right-of-Way



See Sheet 3 of 3

SPACE RESERVED FOR PLANNING APPROVAL ONLY

Common Area
PIN: 389-00-00-0007
TMS: 155-00-01-001
83,879.98 s.f.
1.93 Acres
Current Owner:
GDN Group, LLC
P.B. ___ P.G. ___

It is hereby certified that this plat is true and correct to the accuracy required in division 4, section 20-35(c), degree of accuracy "1:10,000"
"I hereby state that to the best of my professional knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein; also there are no visible encroachments or projections other than shown."

Philip T. Hornbeck, P.L.S. No. 40337
as agent

REVISION	DATE

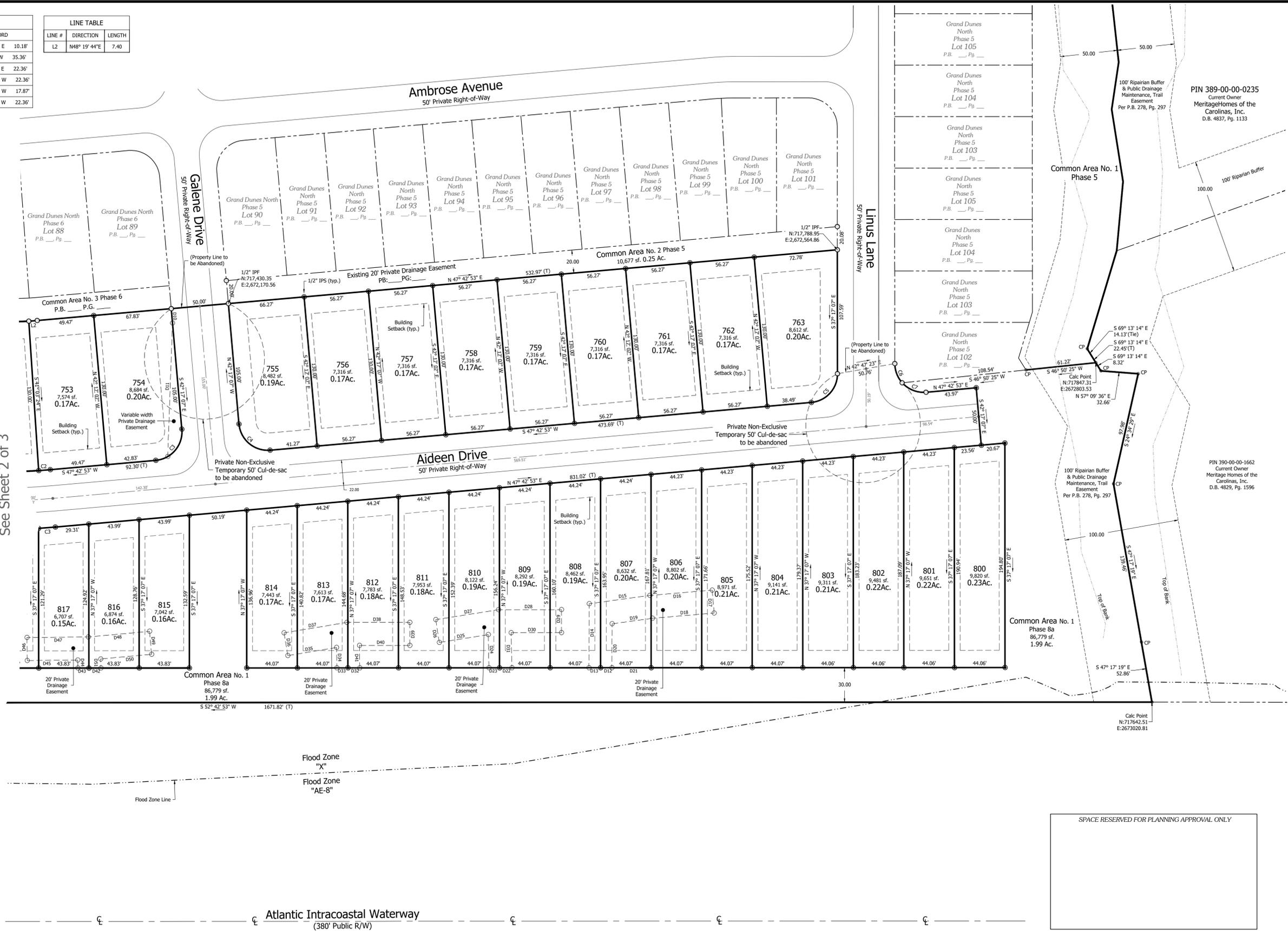
JOB No. 23307
DATE: 12/18/2025
FIELD DATA BY: R.W.
DRAFTED BY: J.A.M.
CHECKED BY: M.D.O.
SCALE: 1" = 40'
SHEET 2 of 3

CURVE TABLE				
CURVE #	RADIUS	LENGTH	DELTA	CHORD
C2	475.00'	10.18'	1° 13' 42"	N 48° 19' 45" E 10.18'
C3	25.00'	39.27'	90° 00' 00"	S 2° 42' 53" W 35.36'
C4	25.00'	23.18'	53° 07' 48"	S 68° 51' 01" E 22.36'
C5	25.00'	23.18'	53° 07' 48"	N 10° 43' 13" W 22.36'
C6	25.00'	18.27'	41° 52' 12"	N 58° 13' 13" W 17.87'
C7	25.00'	23.18'	53° 07' 48"	S 74° 16' 47" W 22.36'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L2	N48° 19' 44" E	7.40

LINE TABLE		
LINE #	DIRECTION	LENGTH
D10	S42° 17' 07" E	12.53
D11	N35° 11' 49" W	115.95
D12	S52° 42' 53" W	9.79
D13	S52° 42' 53" W	10.21
D14	N37° 00' 10" W	55.61
D15	N44° 58' 15" E	53.42
D16	S47° 55' 07" W	54.49
D17	N42° 04' 53" W	20.00
D18	N47° 55' 07" E	53.97
D19	N44° 58' 15" E	35.53
D20	S37° 00' 10" E	38.13
D21	N52° 42' 53" E	34.28
D22	S52° 42' 53" W	10.81
D23	S52° 42' 53" W	9.19
D24	S38° 33' 45" E	28.82
D25	N43° 45' 37" E	43.17
D26	N46° 14' 23" W	20.00
D27	N43° 45' 37" E	55.40
D28	N52° 42' 53" E	54.85
D29	N37° 17' 07" W	20.00
D30	N52° 42' 53" E	43.84
D31	S38° 33' 45" E	30.48
D32	S52° 42' 53" W	10.43
D33	S52° 42' 53" W	9.58
D34	N38° 17' 18" W	17.74
D35	N43° 20' 24" E	43.09
D36	S46° 39' 36" E	20.00
D37	N43° 20' 24" E	55.49
D38	N52° 42' 53" E	54.89
D39	S37° 17' 07" E	20.00
D40	N52° 42' 53" E	43.89
D41	N38° 17' 18" W	19.49
D42	S52° 42' 53" W	10.42
D43	S52° 42' 53" W	9.58
D44	N38° 37' 46" W	6.89
D45	S52° 18' 31" W	44.09
D46	N37° 41' 29" W	20.00
D47	S52° 18' 31" W	53.50
D48	S47° 28' 07" W	53.56
D49	S42° 31' 53" E	20.00
D50	S47° 28' 07" W	44.64
D51	N38° 37' 46" W	7.85

See Sheet 2 of 3



LEGEND	
○	Iron Pipe Found (IPF)
●	Iron Pipe Set (IPS)
○	Calculated Point (CP)
---	Building Setback Line
---	Centerline Road
---	Centerline Intracoastal Waterway ROW
---	Top of Bank

SPACE RESERVED FOR PLANNING APPROVAL ONLY



Philip@drgrp.com

PRELIMINARY SUBDIVISION PLAT OF
GRANDE DUNES NORTH PHASE 7A & 8A
 BEING A PORTION OF PIN: 389-00-00-0007
 CITY OF NORTH MYRTLE BEACH, Horry County, SOUTH CAROLINA
 PREPARED FOR:
GDN GROUP, LLC

REVISION	DATE

JOB No.	23307
DATE:	12/18/2025
FIELD DATA BY:	R.W.
DRAFTED BY:	J.A.M.
CHECKED BY:	M.D.O.
SCALE:	1" = 40'

It is hereby certified that this plat is true and correct to the accuracy required in division 4, section 20-35(c), degree of accuracy "1:10,000"
 "I hereby state that to the best of my professional knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein; also there are no visible encroachments or projections other than shown."
 Philip T. Hornbeck, P.L.S. No. 40337
 as agent