

**CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA
North Myrtle Beach City Hall
City Council Meeting Agenda
Monday, March 2, 2026 - 6:00 PM**

**AGENDA WAS ORIGINALLY POSTED ON 2/27/2026 AT 1:24 PM
DUE TO TECHNICAL ISSUES, THE AGENDA WAS DOWN UNTIL 3/3/2026
THE AGENDA REFLECTS THE AMENDED NEW BUSINESS ITEMS FROM 7C AND 7D**

1. CALL TO ORDER

- A. Roll Call
- B. Invocation – Jay Ortiz, City Chaplain
- C. Pledge of Allegiance

2. MINUTES

City Council Meeting, Monday, February 16, 2026

Documents:

[2.16.2026 CC MEETING MINUTES.PDF](#)

3. COMMUNICATIONS

- A. OATH OF OFFICE: Melissa Wober, Crescent Beach Council Member
- B. PROCLAMATION: 100th Anniversary of the American Shore and Beach Preservation Association
- C. Department Monthly Reports for January 2026 are available online

Documents:

[3B PROCLAMATION 100TH ANNIVERSARY ASBRA.PDF](#)
[FINANCE JANUARY 2026 REPORT.PDF](#)
[HUMAN RESOURCES JANUARY 2026 REPORT.PDF](#)

[INFORMATION SERVICES JANUARY 2026 REPORT.PDF](#)
[PARKS AND RECREATION JANUARY 2026 REPORT.PDF](#)
[PLANNING AND DEVELOPMENT JANUARY 2026 REPORT.PDF](#)
[PUBLIC SAFETY JANUARY 2026 REPORT.PDF](#)
[PUBLIC WORKS JANUARY 2026 REPORT.PDF](#)

4. ANNOUNCEMENTS BY MAYOR AND CITY COUNCIL

5. CONSENT

- A. RESOLUTION: Adopt the Bylaws for the Public Arts Commission
- B. RESOLUTION: Pre-annexation Agreement for Lot 29 of Ocean View Estates at 5604 Little River Neck Road
- C. MOTION TO APPROVE: Myrtle Beach Tours Beach Games to be held April 4, 2026 through May 2, 2026
- D. MOTION TO APPROVE: North Myrtle Beach Rotary Park of Honor to be held June 26, 2026, through July 27, 2026

Documents:

[5A RESOLUTION ADOPT PUBLIC ARTS COMMISSION BYLAWS.PDF](#)
[5B PETITION ANNEX AND ZONING 5604 LITTLE RIVER NECK ROAD.PDF](#)
[5C 4.42026-5.2.2026 MB TOURS BEACH GAMES.PDF](#)
[5D 5.26-7.27.2026 ROTARY PARK OF HONOR.PDF](#)

6. UNFINISHED BUSINESS

- A. ORDINANCE/SECOND READING: Amendments to Chapter 23, Zoning, of the Code of Ordinances of North Myrtle Beach, South Carolina, defining inground pools
- B. ORDINANCE/SECOND READING: Petition for Annexation and Zoning Designation for ±1.05 acres on Buffkin Road
- C. ORDINANCE/SECOND READING: First Amendment to the Lauret Associates Tract Development Agreement and to authorize the City Manager to sign the document on behalf of the City

Documents:

[6A AMEND CH 23, ZONING, DEF INGROUND POOLS.PDF](#)
[6B ANNEX AND ZONING, BUFFKIN ROAD.PDF](#)
[6C FIRST AMEND LAURET TRACT DA.PDF](#)

7. NEW BUSINESS

- A. ORDINANCE/FIRST READING: Amendments to Chapter 23, Zoning, of the Code of Ordinances of North Myrtle Beach, South Carolina, requiring screening for mechanical equipment in setbacks
- B. ORDINANCE/FIRST READING: Petition for Annexation and Zoning Designation for ±64.46 acres on South Carolina Highway 90
- C. SECOND PUBLIC HEARING: Regarding the Development Agreement for Champions Boulevard Commercial
- D. ORDINANCE/FIRST READING: Development Agreement for Champions Boulevard

Commercial and to authorize the City Manager to sign the document on behalf of the City

- E. ORDINANCE/FIRST READING: Amendment to the Gator Planned Development District (PDD) revising the TGI Friday's site to a new Chick-fil-A site
- F. ORDINANCE/FIRST READING: Amendment to the Barefoot Resort Development District (PDD) revising rear yard setbacks in Tuscan Sands

Documents:

7A AMEND CH 23, ZONING, SCREENING MECH EQUIP.PDF
7B ANNEX AND ZONING 64.46 ACRES ON HWY 90.PDF
AMENDED 7C 2ND PUBLIC HEARING DA CHAMPIONS BLVD.PDF
AMENDED 7D DA CHAMPIONS BLVD COMMERCIAL.PDF
7E AMEND GATOR HOLE PDD REV TGIF TO CHICK-FIL-A.PDF
7F AMEND BAREFOOT RESORT PDD REAR YD SETBACKS TUSCAN SANDS.PDF

8. PUBLIC COMMENT

9. EXECUTIVE SESSION

- A. A legal briefing regarding David J. Mason, Individually and as Class Representative v. Town of Surfside Beach, SC; CNMB; and P2 of SC, LLC d/b/a Pivot Parking Supreme Court Case No: 2025-000102
- B. A discussion regarding a potential appointment to the Accommodations Tax Committee

10. ADJOURNMENT

Livestream Link: <https://www.youtube.com/live/4z7xAh09qFQ>

Public Comment Period:

- Duration of the Public Comment Period shall not exceed 30 minutes.
- Each speaker is limited to 3 minutes. Each speaker is timed, and a 30-second warning light appears.
- Sharing or giving of minutes is not permitted.
- Please observe the rules.

Rules regarding video recording and photography:

- Except during the ceremonial portion of the Council meeting, all video recording and photography shall be conducted **from a stationary position either**:
 - While seated in the back row of the Council Chambers
 - While standing behind the last row of seats in Council Chambers

Anyone requiring an auxiliary aid or service for effective communication or participation:

- Should contact (843) 280-5555 as soon as possible.
- No later than 24 hours before a meeting.

**CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA
NORTH MYRTLE BEACH CITY HALL
CITY COUNCIL MEETING
Monday, February 16, 2026, 5:30 PM
Minutes**

1A. ROLL CALL:

Mayor Baldwin called the meeting to order and asked the Clerk to call the roll.

JO Baldwin
Bubba Collins
Fred Coyne, absent for Roll Call only
Jeri McCumbee
Trey Skidmore
Hank Thomas

A quorum was established

1B. EXECUTIVE SESSION:

Mayor Baldwin called for a motion to enter into Executive Session for a legal briefing regarding the annexation and zoning designation on Buffkin Road and a discussion regarding a potential property transfer of City property to North Strand Helping Hand. The motion was made by Councilman Collins and seconded by Councilman Thomas. The motion passed 5-0. The Council returned to Chambers at 6:05 PM. Mayor Baldwin announced that no votes were taken during Executive Session.

1C. CONTINUATION OF CALL TO ORDER: 6:00 PM

Reverend Tony Adams, Little River Methodist Church, delivered the invocation.

Mayor Baldwin led the Pledge of Allegiance.

2. MINUTES:

The motion to approve the minutes for the City Council Meeting of Monday, January 5, 2026, as presented, was made by Councilman Collins and seconded by Councilwoman McCumbee. The motion to approve passed 6-0.

3. COMMUNICATIONS:

Ryan Fabbri, City Manager, and Dana Crowell, Chief of Police, recognized Joseph Keister and Suzanne Pritchard as the Employees of the Month for December. Suzanne Pritchard, Planning and Development Assistant Director, presented the award for the January Employee of the Month to Elton Farmer. Manager Fabbri thanked them for their dedication to the City.

Mayor Baldwin stated the Department Monthly Reports for December 2025, and January 2026 were available online.

4. ANNOUNCEMENTS BY MAYOR AND CITY COUNCIL:

Councilman Skidmore stated Council had discussed the possibility of receiving the meeting agenda packets earlier. He added that an ordinance change would need to be approved and he wanted to move forward on making that happen. He asked staff to begin working on getting the packets delivered earlier. Mayor Baldwin agreed and stated this would require stricter

deadlines on submissions. He asked staff to start the process. Manager Fabbri stated there were many factors in getting the meeting packet out that were out of staff's control. He added staff was working on an ordinance that required rigid deadlines to aid in the process. Councilman Skidmore stated there might be frustration at first but once applicants were familiar with the timeline restrictions, they would comply. Manager Fabbri stated Council could receive a rough draft version earlier than the public draft is posted and agreed to work on the ordinance.

Councilwoman McCumbee complimented the Fire Department and the Police Department on their recent award ceremonies and noted the quality of staff protecting the City was top notch.

Mayor Baldwin thanked Public Safety, Public Works and the Recreation Departments for the great job they did during the recent snowstorm.

5. CONSENT:

- A. RESOLUTION: To approve the evaluation and salary of Chris Noury, City Attorney
- B. MOTION TO APPROVE: SOS Parade on April 25, 2026
- C. MOTION TO APPROVE: Ocean Drive Beach Music Festival on May 2, 2026
- D. MOTION TO APPROVE: Music on Main Concert Series June 4-September 24, 2026
- E. MOTION TO APPROVE: Pink Ribbon Run on September 26, 2026
- F. MOTION TO APPROVE: 9th Annual Grand Strand Kite Festival October 24-26, 2026

Mayor Baldwin asked Council to consider items 5A-5F together noting that the salary of the City Attorney was in line with the increase that was given to staff. Mayor Baldwin read the items by title and called for a motion to approve. The motion was made by Councilman Coyne and seconded by Councilman Skidmore. Councilman Collins thanked Chris Noury, City Attorney, for all his does for the City.

Having no further comment from the Council or the public, Mayor Baldwin called for a vote. The motion to approve passed 6-0.

6. UNFINISHED BUSINESS:

- A. ORDINANCE/SECOND READING: Amendments to Chapter 23, Zoning, of the Code of Ordinances of North Myrtle Beach, South Carolina, removing beach cabanas. Mayor Baldwin read the item by title and called for a motion to approve. The motion was made by Councilman Collins and seconded by Councilwoman McCumbee. Mayor Baldwin gave an overview of the ordinance.

Having no further comment from the Council or the public, Mayor Baldwin called for a vote. The motion to approve passed 6-0.

- B. ORDINANCE/SECOND READING: Amendments to Chapter 23, Zoning, of the Code of Ordinances of North Myrtle Beach, South Carolina, adding beach cabanas to non-conforming uses, allowing repair. Mayor Baldwin read the item by title and called for a motion to approve. The motion was made by Councilman Coyne and seconded by Councilman Thomas. Councilman Collins stated this allowed a conforming beach cabana to be built back if destroyed more than 75 percent.

Having no further comment from the Council or the public, Mayor Baldwin called for a vote. The motion to approve passed 6-0.

- C. ORDINANCE/SECOND READING: Amendments to Chapter 23, Zoning, of the Code of Ordinances of North Myrtle Beach, South Carolina, revising subdivision signs. Mayor Baldwin read the item by title and called for a motion to approve. The motion was made by Councilman Collins and seconded by Councilwoman McCumbee. Councilman Collins asked if this ordinance kept the same current dimensions but allowed the applicant to request a variance from the Board of Zoning Appeals for a larger sign. Assistant Director Pritchard confirmed that was correct.

Having no further comment from the Council or the public, Mayor Baldwin called for a vote. The motion to approve passed 6-0.

- D. ORDINANCE/SECOND READING: Amendments to Chapter 12, Health and Sanitation, of the Code of Ordinances of North Myrtle Beach, South Carolina, adding nuisance parties and impeding public passage. Mayor Baldwin read the item by title and called for a motion to approve. The motion was made by Councilman Thomas and seconded by Councilman Skidmore. Councilman Skidmore thanked staff for the work on this ordinance. He added that as the City grows, it was important to have the tools in place to manage nuisances. Councilman Thomas stated he felt the wording in the ordinance was too broad and he would prefer it not hold the owners or other persons responsible for the violators. He asked that the wording be modified to hold the tenant or occupant responsible. Councilwoman McCumbee stated the violator could be the owner and that term needed to be left in the ordinance. Councilman Thomas stated he did not think the intent of the ordinance was to go after an owner or real estate company for the actions of a tenant. Chief Crowell stated the wording was inclusive of owners but the person who was on the premises at the time would be held responsible. Councilman Thomas stated he did not feel that was stated clearly in the ordinance. Chris Noury, City Attorney, stated the ticket would be issued to the person who rented the premises and hosted the party, not the rental company. He stated the totality of the section had to be looked at, not just a part of it. Councilman Thomas stated legal aspect sometimes was convoluted and Mr. Noury stated that was carefully looked at. He added this was written in the appropriate fashion to allow the officers to issue a ticket to the violator, not the owner or person leasing the property. Councilman Thomas stated he saw a hole in it and felt a lawyer could revert the responsibility back to the real estate company. Mr. Noury stated he was aware of an attorney who had looked at the ordinance and felt the wording could be a problem, but he disagreed. He added he would take Councilman Thomas' concerns under consideration.

Mayor Baldwin stated this was one of many changes Council was making in short term rentals to protect the quality of life for the residents and this was a good start.

Barbara Campbell, 2241 Waterview Drive, North Myrtle Beach, suggested Councilman Thomas add a layer to his rental contracts stating the renter would be responsible for violations of the nuisance ordinance.

Having no further comment from the Council or the public, Mayor Baldwin called for a vote. The motion to approve passed 6-0.

- E. ORDINANCE/SECOND READING: Rezone Request for ±8.32 acres on Ye Olde Kings Highway. Mayor Baldwin read the item by title and called for a motion to approve. The motion was made by Councilman Coyne and seconded by Councilwoman McCumbee.

Councilman Skidmore stated he hoped staff and the developer did everything they could to save the beautiful trees on this property.

Having no further comment from the Council or the public, Mayor Baldwin called for a vote. The motion to approve passed 6-0.

7. NEW BUSINESS:

- A. **RESOLUTION:** Approve investment in the South Carolina Local Government Investment Pool (LGIP). Mayor Baldwin read the item by title and called for a motion to approve. The motion was made by Councilman Collins and seconded by Councilwoman McCumbee. Manager Fabbri explained this was a Money Market Account managed by the South Carolina Treasurers Office. He added LGIP allowed municipalities to invest funds in a pool with other government agencies. Manager Fabbri explained that this would allow a competitive interest rate and the funds were liquid and available. He added there were over 100 municipalities, counties, and school districts in the pool. Councilman Collins stated this was a good idea.

Having no further comment from the Council or the public, Mayor Baldwin called for a vote. The motion to approve passed 6-0.

- B. **ORDINANCE/FIRST READING:** Amendments to Chapter 23, Zoning, of the Code of Ordinances of North Myrtle Beach, South Carolina, defining inground pools. Mayor Baldwin read the item by title and called for a motion to approve. The motion was made by Councilwoman McCumbee and seconded by Councilman Thomas. Councilman Skidmore asked for clarification on the setback. Assistant Director Pritchard stated this included a definition on inground pools relating to the setback.

Having no further comment from the Council or the public, Mayor Baldwin called for a vote. The motion to approve passed 6-0.

- C. **ORDINANCE/FIRST READING:** Petition for Annexation and Zoning Designation for ±1.05 acres on Buffkin Road. Mayor Baldwin read the item by title and called for a motion to approve. The motion was made by Councilman Thomas and seconded by Councilwoman McCumbee. Councilman Collins stated a lot of time had been spent on this and the property was located in the middle of the City but was in the County. He stated there were four lots but there were other county properties adjacent to this property that were in very poor condition. He added the City was working with the County to get the other properties cleaned up. Mayor Baldwin asked if the Applicant was present. He stated there were several derelict mobile homes and vehicles enroute to these parcels and Council would like to consider an R-2A zoning district which allowed single-family or townhouse on the properties instead of mobile homes.

Alice Mann, mother of Tyler Mann, the Applicant, stated that part of the goal was to provide affordable housing in the City but a definite determination on the type housing had not been made. She added they had approached the other owners in hopes of getting them to agree to clean up their properties. Councilman Skidmore stated this type of situation could be challenging and he appreciated their efforts to clean up their properties. Mayor Baldwin suggested the applicant reach out to staff to discuss R-2A zoning for consideration.

Councilman Thomas stated R-3 zoning complied with the Comprehensive Plan and was compatible with the area.

Ashley Causey, 4266 Mica Avenue, Little River, current owner of the property, stated the sale of the property was contingent on annexation into the City and if it was not approved this time, she would be back asking for annexation. She stated the other properties had always been an eyesore but were no longer occupied and the owners were believed to be deceased so there may be opportunity to annex those properties as well.

Mayor Baldwin stated he would like to push this forward on first reading and move toward improving the property.

Councilman Thomas amended his motion to include the language that R-3 Zoning complied with the Comprehensive Plan and was Councilwoman McCumbee seconded the amended motion.

Having no further comment from the Council or the public, Mayor Baldwin called for a vote. The motion to approve passed 6-0.

- D. SECOND PUBLIC HEARING: Regarding the First Amendment to the Development Agreement for the Lauret Associates Tract. Chris Noury went over a summary of the Development Agreement. Mayor Baldwin stated extending the time for completion of the road concerned him. He stated he felt it was imperative to complete the road under the previous agreement. Mr. Noury stated, under the previous agreement, the deadline to complete the road was September 2025. Mayor Baldwin stated he understood the Applicant had trouble getting easements and had already asked for extensions for completion of the road. Mr. Noury went over issues that had come up with the property which delayed completion of the road. He stated this provided a path forward for the development of the road. Mayor Baldwin stated he understood the delays but it was important to get the road completed as a matter of public safety.

Robert “Shep” Guyton, representative for the Developer, stated he agreed with Mayor Baldwin but he wanted to clarify there had never been an extension. He added the Developer was imposed conditions on a county road that the county would not agree to and that was part of the reason for the delay. Mr. Guyton stated Dana Hamilton, Public Works Interim Director, had done everything he could to find a resolution to expedite building the road. He reiterated this was the only extension for the road and was accompanied by a bond. Mayor Baldwin asked if there was any way to accelerate this. Mr. Guyton stated that was a possibility if everything fell into place. Councilman Skidmore asked if the road was completely designed and ready to be permitted. Mr. Guyton stated there were a few tweaks that had to be approved but the plan was to start in late summer. Councilman Thomas stated he agreed that time was of the essence and he was okay with 12 months. Councilman Collins agreed. Mr. Guyton stated the 4-month default provision would avoid another extension approval if there were any delays.

Damian Triouleyre, 902 Perrin Drive, North Myrtle Beach, asked how many acres were in the Lauret tract. Mayor Baldwin stated only the road was being discussed. Mr. Triouleyre asked if it was a dirt road and if 520 houses was the maximum permitted. Councilman Coyne stated all the houses had already been approved and this only related to the road. Mr. Triouleyre asked what the total acreage was on the property and if there was any room

for negotiation. Mayor Baldwin stated this was half the density allowed by the county and it was already approved. Mr. Triouleyre asked the Council to require more preserved land with future development. Councilman Thomas stated Council did that years ago requiring less density and more open spaces. Councilman Coyne stated part of the public benefit was this road. Mr. Triouleyre stated that denser housing was better and preserved land. Councilman Skidmore stated he would rather have less density.

- E. **ORDINANCE/FIRST READING:** First Amendment to the Lauret Associates Tract Development Agreement and to authorize the City Manager to sign the document on behalf of the City. Mayor Baldwin read the item by title and called for a motion to approve. The motion was made by Councilman Collins and seconded by Councilman Skidmore.

Having no comment from the Council or the public, Mayor Baldwin called for a vote. The motion to approve passed 6-0.

- F. **MOTION TO APPROVE:** Proposed Council Meeting date changes. Mayor Baldwin read the item by title and called for a motion to approve. The motion was made by Councilman Thomas and seconded by Councilwoman McCumbee. Mayor Baldwin explained this was to reschedule the Budget Retreat and add meeting dates.

Dana Brown, 2314 Vera Way, Longs, stated she had asked Council to move the Budget Retreat closer and make it more open and she was disappointed it was being held at the same location and the date was pushed out. She added it didn't give citizens time to look at what was being proposed and comment on it. Councilman Thomas stated this actually would give more time. Ms. Brown stated she had worked with 3 different localities and the budget process was usually available to the public in January.

Having no further comment from the Council or the public, Mayor Baldwin called for a vote. The motion to approve passed 6-0.

8. PUBLIC COMMENT:

Dr. Jacqueline Bader, 1444 Crested Iris Way, North Myrtle Beach, asked Council to consider a smoking ban on the beach. She stated she had talked with 72 beachgoers and 68 were in favor of a ban and 3 thought there already was a ban. She shared only 11.6 percent of South Carolinians smoked. She added the beaches were marketed as family friendly and stated initiating a smoke-free policy on the beach would stop children from breathing in secondhand smoke, protect everyone's health, reduce the litter of cigarette butts in the sand, and help keep the ocean cleaner. Mayor Baldwin thanked Dr. Bader and stated Council had discussed this and he expected a smoke-ban to be on the agenda soon.

Dana Brown, 2314 Vera Way, Longs, asked Council to consider designating funds for the animal shelter for replacement of the cat wash tub. Mayor Baldwin stated Council was already working with them to improve their facilities.

Cheryl Kilday, Destination North Myrtle Beach, thanked Council for attending the premiere of the Chamber's documentary on the oyster recycling program. She shared that the Chamber had started a new resident workshop that would be held quarterly. She stated the workshop highlighted how residents could sign up for alerts, how to use the websites, find tax information, and find local resource information. She noted the next workshop was scheduled for March 4, 2026, at 6:00 PM. Ms. Kilday stated the workshops were promoted on their

website and they had asked realtors and real estate attorneys to help promote them. She asked Council to help advertise and promote the workshops.

Councilman Skidmore thanked Ms. Kilday and Destination North Myrtle Beach for their work on the video that was shown at Greg Rowles Theater. He also thanked her for creating positive messaging at the end of the video welcoming people to come visit North Myrtle Beach. He added it highlighted the City as a family friendly beach.

9. ADJOURNMENT:

With no further business to discuss, Mayor Baldwin called for a motion to adjourn. The motion was made by Councilman Collins and seconded by Councilman Skidmore. The motion passed 6-0, and the meeting was adjourned at 7:25 PM.

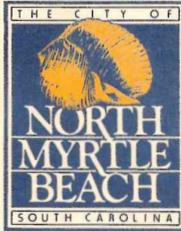
Respectfully submitted,

Angela C. Westmoreland, Assistant City Clerk

J.O. BALDWIN, III, MAYOR

Minutes approved and adopted this 2nd day of March 2026

Proclamation



STATE OF SOUTH CAROLINA
COUNTY OF HORRY
CITY OF NORTH MYRTLE BEACH

100th Anniversary of the American Shore and Beach Preservation Association 2026

WHEREAS, the year 2026 marks the 100th Anniversary of the American Shore & Beach Preservation Association (ASBPA), an organization that has led the advancement of coastal restoration, shoreline protection, and resilient waterfront management for a full century, fostering collaboration among scientists, engineers, policymakers, and coastal communities nationwide; and

WHEREAS, since its founding in 1926, ASBPA has played a pivotal role in promoting sound coastal science, responsible shoreline management practices, and informed public policy to safeguard beaches, dunes, and coastal ecosystems; and

WHEREAS, the preservation and responsible stewardship of shores and beaches remain essential to protecting public safety, sustaining local economies dependent on tourism and recreation, supporting ecological health and wildlife habitats, and enhancing the quality of life for residents and visitors alike; and

WHEREAS, North Myrtle Beach recognizes the ongoing and emerging challenges facing coastal areas, including erosion, storm impacts, sea-level rise, and environmental change, and values continued collaboration with ASBPA to promote innovative, sustainable solutions.

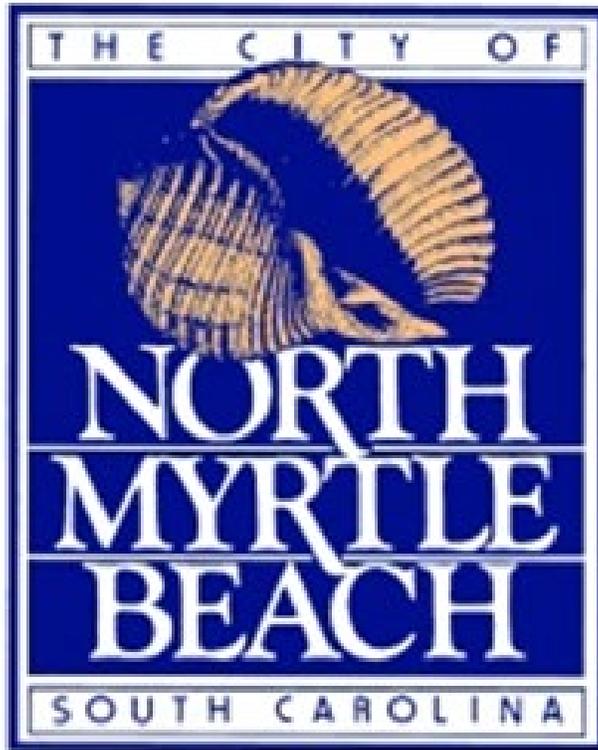
NOW, THEREFORE, be it resolved, that I, J.O. Baldwin, III, Mayor of the City of North Myrtle Beach, South Carolina, along with the North Myrtle Beach City Council and its residents hereby commend the American Shore & Beach Preservation Association for a century of leadership and service, and reaffirms its founding purpose to promote the well-being of the nation through the careful stewardship and preservation of coasts and shores. We proudly celebrate ASBPA's Centennial and renew our commitment to collaborative coastal protection and resilience for the benefit of present and future generations.

Dated this 2nd day of March 2026

J.O. Baldwin, III, Mayor

ATTEST:

Allison K. Galbreath, City Clerk



Financial Report

January 2026

Unaudited – Prepared for management purposes

GOVERNMENTAL FUNDS

For the Seven Months Ended January 31, 2026

<u>Revenues</u>	January 2026			Remaining Balance	Percent Remaining
	FY2026 Budget	Actual	YTD Actual		
Property Taxes	\$ 27,678,000	\$ 8,681,049	\$ 28,359,865	\$ (681,865)	-2.5%
Licenses & Permits	17,401,500	574,340	2,694,875	14,706,625	84.5%
Fines/Forfeitures	550,000	26,595	232,412	317,588	57.7%
Recreation Rental Fees	542,000	20,551	148,199	393,801	72.7%
Intergovernmental	3,018,600	104,050	1,003,362	2,015,238	66.8%
Sales & Service Charges	2,515,252	87,549	1,421,211	1,094,041	43.5%
Miscellaneous	635,000	15,430	62,297	572,704	90.2%
Interfund Transfers	14,213,300	1,184,442	8,290,192	5,923,108	41.7%
Solid Waste Revenues	7,935,400	621,613	4,602,933	3,332,467	42.0%
Beach Services Revenues	4,710,000	-	2,249,145	2,460,855	52.2%
Aquatics & Fitness Center Revenues	3,311,500	181,861	1,026,420	2,285,080	69.0%
Sports & Tourism Park Revenues	2,313,800	15,864	1,595,697	718,103	31.0%
	\$ 84,824,352	\$ 11,513,344	\$ 51,686,608	\$ 33,137,744	39.1%
<u>Expenditures</u>					
General Government	5,861,844	747,000	3,190,929	2,670,915	45.6%
Information Services Department	1,157,613	253,410	1,217,278	(59,665)	-5.2%
Finance	2,073,632	257,989	1,152,227	921,405	44.4%
Public Safety	33,941,955	4,609,705	19,834,428	14,107,527	41.6%
Community Services	2,911,156	262,309	1,450,408	1,460,748	50.2%
Public Works	5,173,100	798,445	2,918,397	2,254,703	43.6%
Parks & Recreation	8,464,362	1,138,935	5,695,729	2,768,633	32.7%
Other Financing Uses	6,965,795	580,483	3,852,983	3,112,812	44.7%
Solid Waste Expenditures	7,274,415	373,794	3,827,079	3,447,336	47.4%
Beach Services Expenditures	4,321,482	36,977	2,453,132	1,868,350	43.2%
Aquatics & Fitness Center Expenditures	3,141,390	276,294	1,575,731	1,565,659	49.8%
Sports & Tourism Park Expenditures	3,537,608	74,771	1,209,902	2,327,706	65.8%
	\$ 84,824,352	\$ 9,410,111	\$ 48,378,223	36,446,129	43.0%
Governmental Funds	\$ -	\$ 2,103,233	\$ 3,308,386		

The General Fund is on track with expectations. General Fund revenues are impacted by two major revenue sources received each year in January and April. Real estate property taxes were due by January 15th and approximately \$8.7 million in property taxes collected by Horry County during January are included above. Property tax revenues are ahead of budget expectations. The second major revenue source in the General Fund is from Business Licenses which are due in April. Intergovernmental Revenue includes grant reimbursements, which also tend to come late in the fiscal year.

General Fund expenditures through January 2026 are right on track through the first seven months of the fiscal year with 43% of budgeted expenditures remaining for the last 5 months of the fiscal year.

Solid Waste revenues are favorable, slightly ahead of budget. Expenditures are slightly under budget for the first seven months. Overall Solid Waste is on track with expectations.

Beach Services revenues and expenditures are on track with expectations.

Aquatics & Fitness Center revenues are behind budget expectations, but expenditures are also less than budget expectations. Finance will closely monitor this fund in the coming months.

Sports & Tourism Park Fund revenues and expenditures are on track with expectations.

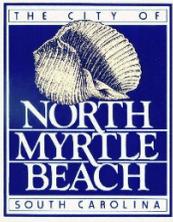
WATER AND SEWER UTILITY FUND

For the Seven Months ended January 31, 2026

<u>Revenues</u>	January 2026			Remaining Balance	Percent Remaining
	FY2026 Budget	Actual	YTD Actual		
Water Sales	9,900,000	624,449	5,767,361	\$ 4,132,639	41.7%
Sewer Sales	7,550,000	492,174	4,284,323	\$ 3,265,677	43.3%
Water Tap Fees	125,000	3,790	89,810	\$ 35,190	28.2%
Sewer Tap Fees	30,000	5,368	29,787	\$ 213	0.7%
Miscellaneous	507,714	207,041	341,312	\$ 166,402	32.8%
Impact Fee Revenues	2,700,000	225,000	1,575,000	\$ 1,125,000	41.7%
Late Payment Penalties & Service Charge:	2,855,000	15,077	117,841	\$ 2,737,159	95.9%
	<u>\$ 20,967,714</u>	<u>\$ 1,347,900</u>	<u>\$ 10,630,434</u>	<u>\$ 10,337,280</u>	<u>49.3%</u>
<u>Expenses</u>					
Utility Billing	1,172,331	118,156	600,934	571,397	48.7%
Public Works Administration	1,138,308	116,388	540,170	598,138	52.5%
Wastewater Treatment	3,585,159	309,391	1,652,753	1,932,406	53.9%
Wells/Lifts Maintenance	2,275,880	184,143	1,414,478	861,402	37.8%
Construction/Maintenance	5,232,436	820,592	2,900,150	2,332,286	44.6%
Depreciation	3,400,101	283,342	1,983,392	1,416,709	41.7%
Overhead Allocation	4,163,499	346,958	1,920,842	2,242,657	53.9%
Equipment	-	54,528	420,349	(420,349)	0.0%
	<u>\$ 20,967,714</u>	<u>\$ 2,233,497</u>	<u>\$ 11,433,069</u>	<u>9,534,645</u>	<u>45.5%</u>
 Water & Sewer Utility Fund	 <u>\$ -</u>	 <u>\$ (885,598)</u>	 <u>\$ (802,635)</u>		

The Water and Sewer Utility Fund is also performing well this fiscal year. The target budget percentage remaining after seven months is expected to be approximately 42%. Weather and tourist activities impact water and sewer sales, so operations are within expectations through January.

For management analysis purposes, capital improvements funded by Impact Fees are not included in the operating expenses above. Impact Fee revenues are included only to the extent that they apply to the operating budget. Actual Year to Date Impact Fees collected through January 2026 are \$3.5 million, higher than budgeted, and are being spent on water and sewer capital projects.



Monthly Report

*January 2026
Human Resources*

HUMAN RESOURCES REPORT – JANUARY 2026

Human Resources employees were busy assisting departments, processing new and separating employees, employee performance appraisals, pay adjustments and **536** applications/resumes were processed. We continued to assist departments on human resources matters including job postings, announcements, job descriptions, evaluations and change of status forms. We assisted employees with health/life insurance, retirement issues and other personnel-related matters.

New employees received orientation sessions throughout the month. Part-time orientations were completed online. Full-time employees attended in-person orientations to receive information about the City and were enrolled in the City's Health and Wellness Program and other benefits.

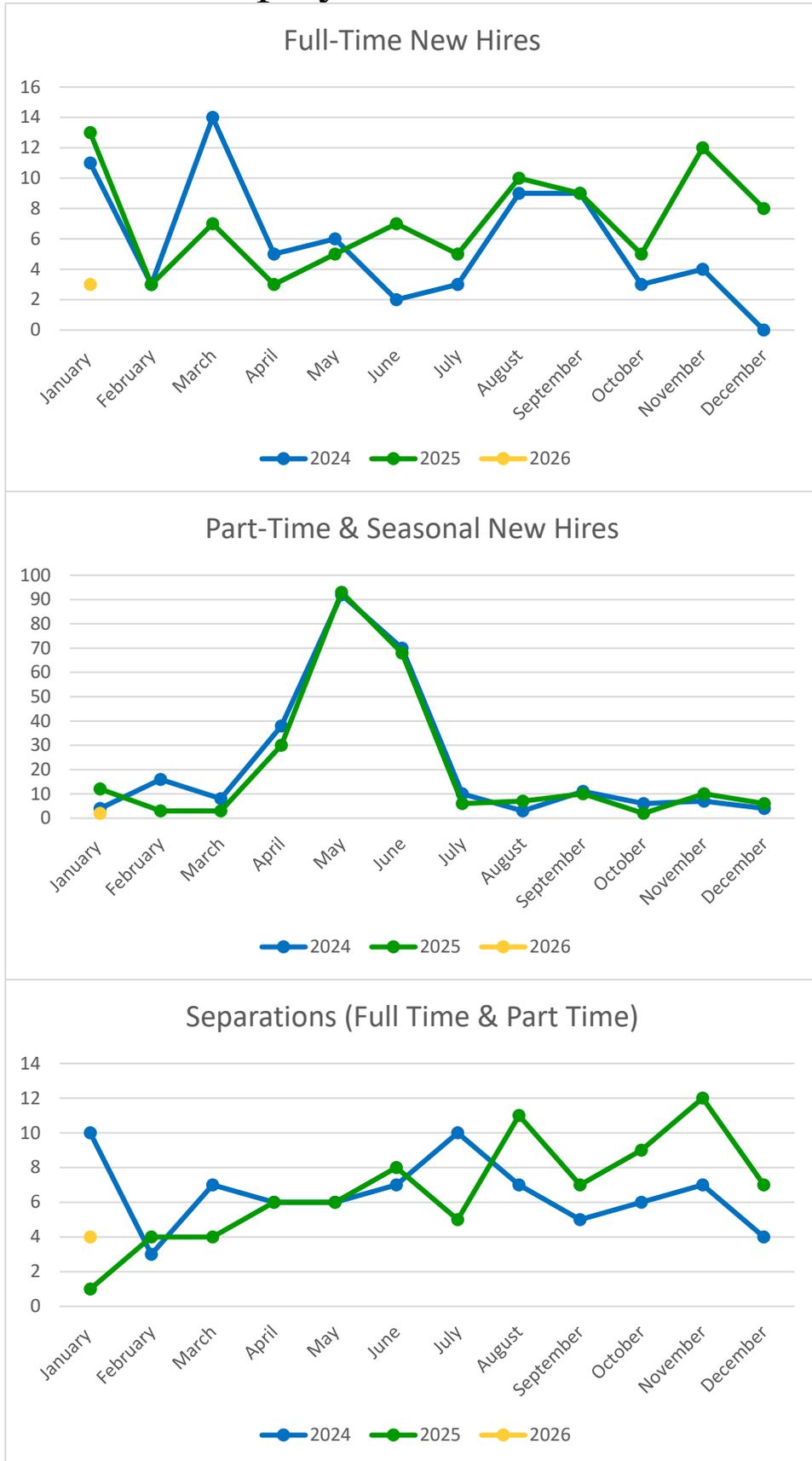
Police Department employees completed their biometrics, physicals, and consultation appointments November through January. Public Works employees are scheduled for the months of February, March, and April. For these employees to be eligible for the 2026 medical plan rate deduction they must have completed this step of the Wellness Incentive Plan by the April 30th deadline.

On January 13th & 14th, our MissionSquare Retirement Plans Specialist, Reggie Johnson, was onsite to meet with employees to discuss any questions regarding their retirement plans.

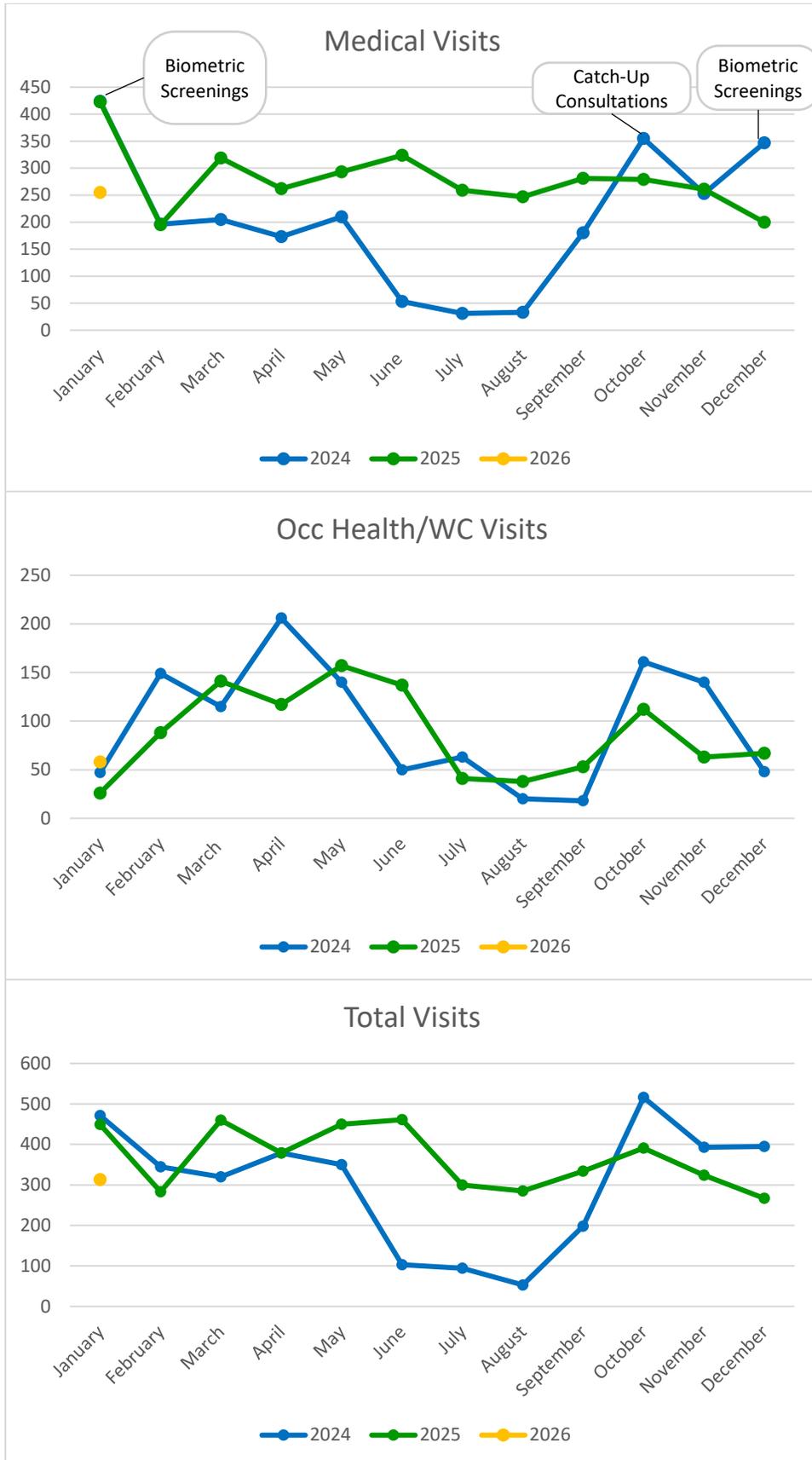
The "Set Goals, Not Resolutions" Wellness Challenge began on January 26th and will conclude on March 2nd. This six-week challenge requires participants to log their required tracking activity each week for all six weeks to earn Reasonable Alternative Standard credit for 1 unattained wellness goal. The health credit will be applied to their HRA funds associated with the Wellness Incentive Plan.

On February 17th, JetDental will be in the Support Services Conference Room providing comprehensive exams, preventative cleanings, and x-rays at no cost. This is a targeted initiative to improve our employees' dental health.

Employment Statistics



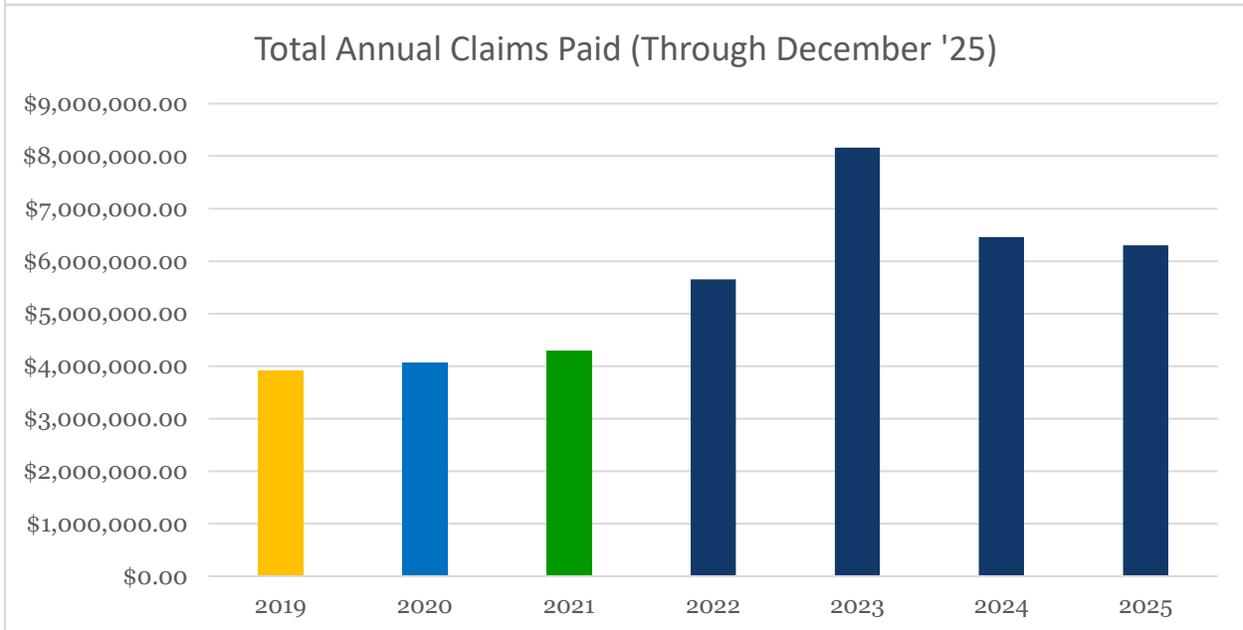
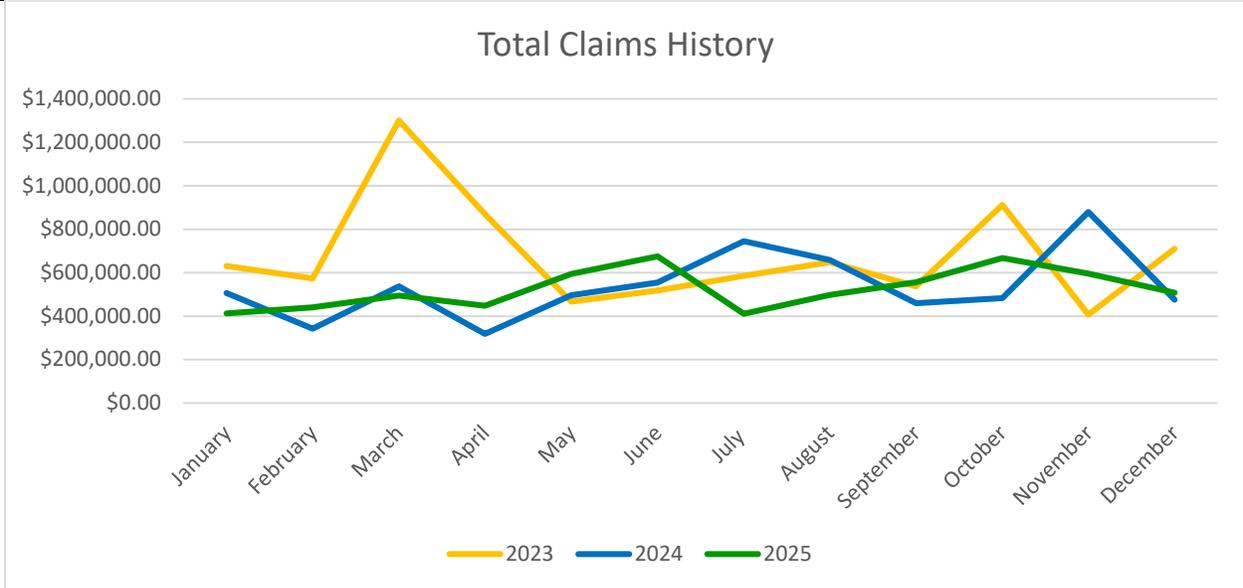
Clinic Statistics



Benefits Statistics

Employee (BCBS & SAV- Rx) Insurance Update:

<u>DECEMBER</u>	Medical Claims Paid	\$337,813.51
<u>DECEMBER</u>	Dental Claims Paid	\$43,106.76
<u>DECEMBER</u>	Vision Claims Paid	\$6,138.22
<u>DECEMBER</u>	Drug Card*	\$121,146.33
TOTAL	December	\$508,204.82





CITY OF NORTH MYRTLE BEACH MONTHLY REPORT

INFORMATION SERVICES - JANUARY 2026



MONTHLY SUMMARY

In January 2026, the City of North Myrtle Beach IT Department supported consistent operations across the organization, beginning the year with strong help desk performance, focused system maintenance, and a continued emphasis on staff training. Ticket activity remained steady throughout the month, with a balanced distribution across weekdays and peak engagement during morning hours. The systems team resolved several hardware and access issues while laying groundwork for improved internal workflows. Website traffic remained strong, with lingering holiday interest boosting engagement. The team also facilitated multiple training sessions aimed at improving security awareness and operational competency.

Key Highlights

Help Desk Performance

The Help Desk team handled 196 new tickets in January, resolving 172 by the end of the month. Morning hours between 9 AM and 12 PM remained the busiest, with peak ticket generation occurring midweek. The team saw continued demand for support with email, account access, peripheral setup, and login recovery. First-touch resolution improved slightly over the previous month, with more than 30% of tickets closed immediately without escalation.

- **Tickets Opened:** 196
- **Tickets Resolved:** 172
- **Tickets Reopened:** 9
- **Average Resolution Time:** 4 Days, 16 Hours
- **One-Touch Resolution Rate:** 32.6%
- **Peak Activity Time:** 9 AM – 12 PM

Systems and Security

Systems staff completed several infrastructure tasks and end-user fixes in January. Improvements focused on account synchronization, printer migrations, and minor network hardware updates. Several access issues were resolved for secure platforms, while maintenance efforts continued across core operational environments. No significant downtime or service disruptions were recorded during the month.

- Completed access troubleshooting and reinstated credential-based login for two departments
- Resolved legacy print queue issues remaining from previous month
- Deployed updates to internal file storage and VPN access control
- Began network equipment refresh at select locations

Website and Visitor Statistics

The city's website saw continued engagement in January, with residual traffic from holiday events and service-related content. The Christmas Light Show page remained the top visited despite the event ending earlier in the month. Public safety content, recreation schedules, and billing pages also ranked high in traffic, indicating seasonal interest and routine user activity.

Top Pages:

1. The Great Christmas Light Show
2. Public Safety
3. Recreation Programs
4. City Council Agendas
5. Beach Services Portal
6. Parking Information
7. Online Bill Pay
8. Event Calendar
9. Job Openings
10. Public Works – Trash Schedule

Training

Training activities continued in January with a strong focus on cybersecurity awareness, operational systems, and onboarding for new employees. The department maintained steady participation in simulated phishing exercises and security training modules. Additionally, several staff members completed specialized sessions on fixed asset workflows and system navigation to support finance and operations.

- **Total Training Hours Completed:** 85
- **Security Awareness:** 333 employees completed phishing module
- **Advanced Training:** 180 staff completed follow-up security content
- **Operational Training:** 110 staff trained on fixed asset workflows
- **New Hire IT Orientation:** 6 employees onboarded



Parks and Recreation

January 2026

MONTHLY REPORT

NMB AQUATIC AND FITNESS CENTER

The Aquatic and Fitness Center ended the month of January 2026 with 3,658 packages compared to 3,588 in January 2025. January kicked off the new year along with our January membership special. We had over 100 new people sign up, and are more packed than ever. We also launched our first app for the AFC. Members can now access information, sign up for classes, and scan their pass straight from their phone!

PACKAGES

	2019	2020	2021	2022	2023	2024	2025	2026
January	3057	3018	2064	2886	3414	3518	3588	3658
February	3039	3068	2154	2989	3428	3563	3510	
March	2954	COVID	2075	2846	3359	3429	3545	
April	2844	COVID	2190	2846	3250	3412	3288	
May	2819	2268	2203	2676	3277	3348	3301	
June	2811	2119	2358	2969	3314	3433	3318	
July	2814	2031	2359	2735	3432	3399	3335	
August	2752	1894	2378	2963	3362	3344	3270	
September	2724	1890	2366	2962	3241	3255	3528	
October	2819	1966	2391	2979	3274	3221	3235	
November	2799	2025	2630	3225	3366	3530	3629	
December	2804	2013	2652	3269	3301	3378	3330	

MEMBER CHECK-INS

January 2026: 27,415

January 2025: 24,699

AQUATIC PROGRAMS

- Total participation in Aquatics – 9,096
- Private Lessons – 56
- Group Swim Lessons – 50
- Dolphins – 44
- Masters – 28
- Masters & Dolphins Continue
- Water Polo to start
- CORE & Beach Guard Training Feb 7 – May 9

PLANNED EVENTS

- February 7, 9, & 12 Staff CPR Courses
- February 10 Adult Craft Club
- February 14 Parents Night Out
- February 16 & 17 KAOS Program
- February 25 Girls Night Out
- February 27, 28 & March 1 Masters Swim Meet
- March 5 Book & Puzzle Swap
- March 13, 20, & 27 TGIF Camps
- March 14 St. Patty's Parade

FITNESS PROGRAMS

- January 2026 Land Class Participation: 5,619
- 232 classes for the month
Class Average: 24.2
- January 2025 Land Class Participation: 4,108
- 226 classes for the month
Class Average: 18.2
- Total Orientations: 24
- Les Mills Virtual on Demand Participation: 321
- FIT-KIDS: 18

CHILD WATCH & ACTIVITY PROGRAM

- Averaged 12 participants in the morning program – Total: 305 Visits
- Averaged 8 participants in the evening program – Total: 152 Visits
- After School Program – 56 Kids Enrolled
- KAOS Program – 50 Kids Enrolled
- Birthday Parties – 4 Party held in January

CUSTOMER SERVICE

- 402 total Annual Memberships sold
 - 135 new annual memberships
 - 267 annual memberships renewed
 - 261 people joined monthly
- 107 tours
 - 26 out of state
 - 81 in state
 - Number that joined annually from tours: 18
 - Number that joined monthly from tours: 10

RECREATION COMMISSION

- Meeting was held on January 21, 2026 at City Hall. Director Matt Gibbons presented potential capital improvement projects. The Recreation Commission will review those projects for further discussion with staff.

SPECIAL EVENTS & PROGRAMS

Get Out & Learn 1/7/2026

- Held at the museum with guest speaker, Out of the Ark, to discuss animals. They bring a variety of animals to hold, touch and learn. 30 in attendance

NMB Winter Run 1/17/26

- Organized by Coastal Race Productions, this race starts on Main Street and travels down Ocean Blvd and neighboring streets.
- 1,001 total participants; 30 States & Canada were represented
- 63% female, 37% male

UPCOMING

Get Out & Learn 2/4/26

Sweet Stroll 2/7/26

ArtVentures 2/12/26

Family Formal 2/21/26

36th Annual St Patrick's Day Parade and Festival 3/14/26

ATHLETICS

Athletics

- Youth basketball games started on January 9th for all ages and will continue through the third week in February. Games are being played at J Bryan Floyd Community Center and North Myrtle Beach High School
- Games were played Monday-Friday evenings and Saturday mornings
- Spring sports registration began on January 26th for City of NMB residents and open registration on January 31st
- Sports offered this spring are tball, baseball, softball, soccer, lacrosse and volleyball

SPORTS TOURISM

- There were no sports tourism events scheduled for the month of January due to fields being closed for routine winter maintenance
- The 2026 Sports Tourism Calendar was completed and is estimated to bring in over \$40 million in economic impact to the City of NMB in 2026. Teams will travel all over the country to play in events at NMB facilities all year
- The Winter Run took place January 17th with 1001 participants from 30 states and Canada

UPCOMING

- Basketball games will wrap up on February 12, 2026, for all age groups

- All Star meetings will be held February 9-11 to select all-star teams in 9-10, 11–12-year-old girls, and 9-10-, 11-12-, and 13–14-year-old boys. These teams will practice and then compete at their respective district tournaments on February 28, 2026
- Spring sports registration will continue until February 22, 2026. All registration will be conducted online
- The athletic department will be accepting sponsors for tball, softball, and baseball teams for the spring season.
- Sports tourism events return in February
 - February 14-16 USSSA Softball (First event on PSC expansion fields)
 - February 20-21 Michael Nash Soccer Tournament hosted by NMB High School
 - February 22-March 20 Fastpitch Dreams Spring Classic Week
 - February 28- Leashes and Beaches K9 Competition

BEACH SERVICES

- Beach rental box repairs is still underway.
- Scheduling recruiting participation at Coastal Carolina and local high schools.
- Currently interviewing for Beach Service Beach Rental Attendant and Italian Ice Cart Attendant.

PARKS & GROUNDS

Non-Routine Projects and Activities

- NRPA MMS attendees- 3 Supervisors

PARKS/BEACH/ RIGHT OF WAYS

- Christmas decorations Main Street wreaths- taken down
- Street End trimming and mulching 62ndN, Cherry Grove Boat Ramp, 6thN-17thN
- Central Park field renovations
- Snow Flake take down around City
- Tanger Outlet Christmas décor takedown
- Spray out winter weeds in non-overseeded areas, fertilize rye grass
- Walkover renovations 1505, 1007

PARK AND SPORTS COMPLEX/ TREES & CONTRACTS

- Field base anchor check measurements and adjust
- Fertilize all rye grass areas
- Water newly planted trees
- Field Light measuring footcandles in key areas on fields and close to residential area
- PSC Expansion update –
 - Current
 - Baseball complex irrigation, sidewalk, curb, drainage, MEP, and electrical conduit installation. Also grading and amending clay infields and sodding of baseball fields and common grounds, top dress sod with sand
 - Curbing, Landscape planting and mulching, Lot and road paving, Hydro-seeding
 - Set home plates and start setting base anchors
 - Upcoming
 - Final pre-certification water and sewer connection and pressure test
 - Champion’s Blvd curb, gutter, paving, lighting, and landscaping
 - Owner related installations – Benches, bleachers, picnic tables, and trash receptacles

LANDSCAPE MAINTENANCE

- Take down of City Hall Tree
- Pruned all Muhly Grass locations in landscape bedding
- Shorehaven parking lot- collected and removed unsightly trash and debris
- Removed unsuitable dirt from median at PSC and replaced with topsoil to aid flowers
- Continued winter trimming at Lift Stations- Belle Park, LD Lane and Seabrooke Plantation
- Treated for moles at JBFCC and MSC sign
- Irrigation shut off maintenance preparations for cold weather- ongoing

CUSTODIAL/ FACILITY MAINTENANCE

- Beach and park fountains and showers winterized prior to freezing temps- ongoing
- Replaced wall heater PSC concessions bldg. A
- Service calls for 11 maintenance issues at AFC
- Began new roof installations- two sections at JBFCC
- Added heaters in wall chases to prepare for freezing temps at Beach restrooms
- Repaired gutter downspouts on storage building-PSC

EQUIPMENT MAINTENANCE

- Full-time Mechanic- off-site training for CDL
- Off season walkover minor repairs underway- WW5104, 4th
- Preventative, off-season servicing of Beach Services vehicles- ongoing
- Paint and remote receiver to finish scoreboards in expansion
- New sponsorship signage switched out, measurements for expansion
- PSC irrigation quotes for bore to repair broken wires
- Assist with GCLS takedown- Fat Lady
- 26 repair tickets this month

SPECIAL EVENTS

- GCLS Take down, Inventory, Organize & Repairs
- Logistical support for Winter Run, Department Luncheon

UPCOMING & ON-GOING PROJECTS

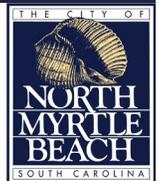
- Incremental staff ramp-up for PSC Expansion maintenance
- Pickleball complex construction start date – still TBD
- JBFCC- Gym floor warranty work upcoming
- AFC pool heat exchanger replacement (3 units)

DEPARTMENT OF PLANNING & DEVELOPMENT



MONTHLY REPORT JANUARY 2026

Office of Planning and Development
1018 2nd Avenue South, North Myrtle Beach, SC 29582





BUILDING DIVISION MONTHLY REPORT JANUARY 2026

PERMITS ISSUED	THIS MONTH	LAST MONTH	JAN 2025	THIS FY YTD	LAST FY YTD	%CHANGE
Single Family *	61	74	89	497	392	27%
Townhouse Building Permits ~	9	2	10	60	31	94%
Townhouse Units	(9)	(2)	(22)	(60)	(54)	11%
Multifamily Buildings	0	0	0	0	0	0%
Multifamily Units	(0)	(0)	(0)	(0)	(0)	0%
Mixed-Use (Comm & M/F)	4	1	0	5	0	0%
Hotel/Motel Buildings	0	0	0	0	0	0%
Hotel/Motel Units	(0)	(0)	(0)	(0)	(0)	0%
Commercial	1	1	0	10	27	-63%
Relocation	2	0	0	3	2	50%
Demolitions	6	0	3	23	32	-28%
Swimming Pools	9	13	7	79	71	11%
Signs	4	3	2	33	26	27%
Alter/Addition/Repair	274	265	227	2244	1965	14%
Mobile Homes (New)	5	1	1	8	9	-11%
Mobile Homes (Replace)	0	0	0	0	0	0%
RV's/Park Models	0	0	0	0	1	-100%
Other	19	20	15	157	155	1%
TOTALS:	394	380	354	3119	2711	15%

CERTIFICATES ISSUED	THIS MONTH	LAST MONTH	JAN 2025	THIS FY YTD	LAST FY YTD	% CHANGE
C.O.'s	250	203	290	2411	2171	11%
Zoning Compliances	275	253	190	1977	1523	30%

NUMBER OF INSPECTIONS	THIS MONTH	LAST MONTH	JAN 2025	THIS FY YTD	LAST FY YTD	% CHANGE
Building	1332	1228	1070	9946	7624	30%
Electrical	576	530	489	4530	3322	36%
Plumbing	532	468	472	4096	2978	38%
HVAC/Gas	448	336	312	3091	2283	35%
Info (Tenant Changes)	13	13	6	91	89	2%
C.O.'s	479	442	409	3684	2996	23%
Other	834	788	591	6324	4028	57%
Totals:	4214	3805	3349	31762	23320	36%
Daily Average	201	181	160			-

BUILDING VALUATION

THIS FY TO DATE	LAST FY TO DATE	CHANGE
\$333,037,235.80	\$268,673,165.68	+24%

REVENUE

THIS FY TO DATE	LAST FY TO DATE	FY BUDGET	% OF BUDGET
\$3,358,807.00	\$980,164.50	\$1,600,000.00	+209%

* In Jan - 2 Duplex Structures

~ In Jan - 2 TH Bldg, 9 Permits

** 3.1, 3.2, 3.4 codes only

MAJOR PROJECTS PERMITTED

<u>PROJECT</u>	<u>LOCATION</u>	<u>VALUATION</u>	<u>PERMIT FEE</u>	<u>DESCRIPTION</u>
The Exchange at Sunset Grove	2010 N. Myrtle Point Blvd	\$33,302,063.59	\$1,029,401.00	New Construction (Multiple Permits Combined)
Parkers Kitchen	10571 Park Village Dr	\$838,762.00	\$8,283.00	Grading
Wyndham Tower 3	405 S. Ocean Blvd	\$647,444.55	\$6,850.00	Alteration

MONTHLY RECEIPTS REPORT

Tree Bank	\$4,200.00
Tradesman Certification Cards	\$1,250.00
Electrical Safety Inspections - Tenant Changes	\$1,000.00
Re-inspection Fees	\$1,300.00
Grand Total	\$7,750.00

TENANT CHANGES

Tenant Changes Monthly Statistics:

	TENANT CHANGES			
	New Business (New classification)	New Business (Same classification)	Ownership Transfer	Vacant
January	3	2	2	1

BOARD OF ZONING APPEALS

The City of North Myrtle Beach Board of Zoning Appeals met on Thursday, January 8, 2026, and took the following actions:

1. **APPROVED BZA-25-40:** Application by Roger Roy for a 15' foot front yard variance and a 10' side yard variance for a proposed residential project at 6810 Water Tower Road zoned Medium Density Residential, R-2 District.
2. **APPROVED BZA-25-41:** Application by Jerred Roberts to remove a multi trunk tree at 1603 Hillside Drive South.
3. **APPROVED BZA-25-42:** Application by William McFaul to exceed the maximum signage allowances for an under construction 24,900 square foot family dining and entertainment facility at 3607 Highway 17 South zoned Highway Commercial, HC District.
4. **APPROVED BZA-25-43:** Application by Robert Bays for a variance to place a storage building in one of the two front yards at 2410 Douglas Street zoned Mobile / Manufactured Home Residential, R-3 District.
5. **APPROVED BZA-25-44:** Application by Derek DaPonte for a variance to place or have constructed a metal building that exceeds the allowance for a freestanding garage at 1502 26th Avenue North zoned Low Density Single Family Residential, R-1 District.
6. **POSTPONED BZA-25-45:** Application by Michelle Barney for a variance to remove protected trees at 1232 Crooked Hook Road.
7. **DENIED BZA-25-46:** Application by Michelle Barney for a variance to remove a protected tree at 1200 Brackish Bay Road.
8. **APPROVED BZA-25-47:** Application by David Rumney for a variance to remove trees at 948 Morrall Drive.

ZONING DIVISION

Zoning Monthly Complaint Statistics:

COMPLAINTS	January	Ongoing	Closed
Accessory Structures		1	
Home Occupation			
Construction / Permit		3	
Parking & Storage of Certain Vehicles			
Recreational Equipment Storage	1	2	
Signs			
Lighting			
Property Maintenance	1	12	1
Storage Containers & Trailers			2
Tree Removal			

Code Enforcement Monthly Complaint Statistics:

COMPLAINTS	January	Ongoing	Closed
Civil Matter			
Home Occupation			
Overgrowth	3		2
Property	1		9
Right-of-Way	1		1
Trash/Debris		2	5
Trees			
Noise			
Swimming Pools			
Misc.			

PLANNING DIVISION

During the month of January, the City of North Myrtle Beach Planning Commission held one regularly scheduled meeting and workshop.

Monthly Plan and Plat Review Statistics:

	Site Plan Submittals			
	Courtesy Review	Staff-Initiated	Full Submittals	Approved
January	10	0	12	2

Site Specific Development Plan Approvals:

- Sandal Land at 315 Sea Mountain Highway
- Central Park Pickleball Courts

	Approved Major Final Plats		Approved Major Preliminary Plat		Staff Approved Plats	
	Number	# Lots	Number	# Lots	Number	Acreage
January	3	90	0	NA	3	4 AC

January 6, 2026, Planning Commission Meeting:

CONSENT

- FINAL SUBDIVISION PLAT SUB-25-63:** A major final bonded plat of subdivision creating 31 residential lots, common area, and private rights-of-way in Phase 8B of Grande Dunes North.
- FINAL SUBDIVISION PLAT SUB-25-72:** A major final bonded plat of subdivision creating 55 residential lots, common area, and rights-of-way in phase three of the Bell Tract which is also known as Forestwood.
- FINAL SUBDIVISION PLAT SUB-25-77:** A major final bonded plat of subdivision creating 4 commercial lots and private right-of-way for the McDowell Corporate Center.

Action: The Planning Commission voted unanimously to approve the major final plats of subdivision.

NEW BUSINESS

- ZONING ORDINANCE TEXT AMENDMENT ZTX-25-15:** City staff has initiated a text amendment defining inground swimming pools.

Action: The Planning Commission voted unanimously to recommend approval of the zoning text amendment. The item was forwarded to the City Council to be considered for first reading of ordinance at the February 2, 2026, meeting.

- ANNEXATION & ZONING DESIGNATION Z-25-21:** City staff received a petition to annex ±1.05 acres on Buffkin 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.

Action: The Planning Commission voted unanimously to recommend approval of the petition for annexation and zoning. The item was forwarded to the City Council to be considered for first reading of ordinance at the February 2, 2026, meeting.

- 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.

Action: The Planning Commission voted unanimously and found the proposed capital improvement project to be consistent with the Comprehensive Plan.

- 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.

Action: The Planning Commission voted unanimously to approve the minor amendment.

Respectfully submitted,



L. Suzanne Pritchard
Assistant Director



Police Department Monthly Report January 2026

	<u>2025</u>	<u>2026</u>	<u>% Change</u>
Calls for Service	2130	1933	-9%
Traffic Stops	711	621	-13%
Arrests	111	126	14%
	<u>2026</u>		
Alarms	122	Gun Seizures :	23
Animal Complaints	48		
Assaults	11	Drug Seizures:	
B&E Autos	22	Marijuana	Grams 145.81
Beach Calls	0	Pills (Misc)	Pills 59
Burglaries	3	Meth	Grams 58.5
Criminal Sexual Conduct	4	Crack cocaine	Grams 3.6
Domestic Violence	12	Cocaine	Grams 3
Fighting	1	Fentanyl	Grams 2.3
Fireworks	0	MDMA	Pills 2
Golf Cart Violations	3		
Indecent Exposures	0		
Larcenies	24		
Loud Music	19		
Mental Subjects	14		
Narcotics	10		
Private Tows	5		
Public Assistance	77		
Public Disorderly Conduct	50		
Shoplifting	28		
Stolen Vehicles	7		
Suspicious Activities	157		
Threats	6		
Trespassing	26		
Vehicle Accidents	98		
Wanted Subjects	13		



Fire/Rescue Department Monthly Report January 2026

Total Calls for Service

<u>2025</u>	<u>2026</u>	<u>% Change</u>
449	427	-5%

Fire Rescue Statistics

2026

Total # Of Incidents Ran	418
Total # Of Fire Incidents Ran	7
Structure/Commercial Fires	4
Medical Incidents	230
Public Assist/Lockouts	28/1
Cardiac Arrests	5
Motor Vehicle Accidents	25
Hazardous Conditions Responses	5
Gas Leaks	2
Illegal Burns	3
Service / Good Intent Calls	95
Fire Alarms	67
Carbon Monoxide Det. Activate	4

Fire Marshal's Office

	<u>2025</u>	<u>2026</u>	<u>% Change</u>
Inspections	181	84	-54%
Violations	38	120	216%
Plan Reviews/Approvals	NA	NA	0%
Construction Inspections	NA	NA	0%

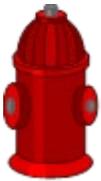
PUBLIC WORKS DEPARTMENT

Monthly Report

***Dana Hamilton, PE
Interim Director***



***ENGINEERING DIVISION
Dana Hamilton, PE, Engineering Manager***



***UTILITY DIVISION
Richard Bellamy, Operations Manager***



***STREET & DRAINAGE DIVISION
John Bruton, Operations Manager***



***SANITATION DIVISION
Keith Hemingway, Operations Manager***



***FLEET MAINTENANCE DIVISION
David Snider, Superintendent***



***FACILITIES MAINTENANCE DIVISION
Richard Vernon, Superintendent***



January 2026

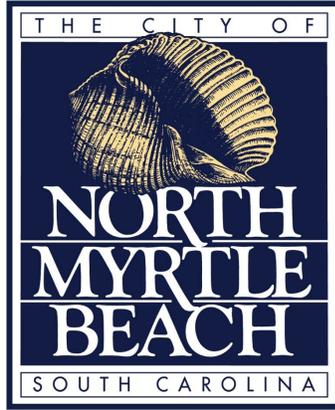
Public Works Department

Monthly Statistics for December

	2025	2024
Water Supply & Use		
• Average Daily Water Use	4.14 MGD	4.28 MGD
• Water Pumped	128,298,600 Gallons	132,638,250 Gallons
• Water Billed**	142,450,000 Gallons	128,567,000 Gallons
Wastewater Treatment		
• Average Daily Sewer Treated	2.45 MGD	1.99 MGD
• Peak Daily Sewer Treated	4.58 MGD	3.31 MGD
• Sewer Treated	76,099,000 Gallons	61,850,000 Gallons
• Sewer Billed**	100,298,000 Gallons	86,774,000 Gallons
Utility Locate Requests	345	304
Solid Waste Collection & Disposal		
• Volume		
○ MSW	926 Tons	910 Tons
○ Yard Waste	249 Tons	245 Tons
○ Recycled (Includes E-Waste)	184 Tons	118 Tons
○ C & D	76 Tons	73 Tons
○ Total Pick-up/Disposal	1,435 Tons	1,346 Tons
• Recycling %	20%	11%
• Landfill Disposal Cost	\$52,331	\$48,964

MGD=Million Gallons per Day

**Includes portion of current month and prior month based on meter reading schedule



January 2026

Number of Encroachment Permits Issued: 91 Total

Residential Driveways: 90

Commercial Driveways: 0

Multifamily Complex from Site Plan: 0

Utility Company: 1

Number of Inspections: 218 Total

Pre-pour Inspections: 107

Post-pour Inspections: 111

Failed Inspections: 32

Public Works Department Capital Improvement Project Update

Water and Sewer System Improvements

Description	Location	Design	Fund	Status	Progress & Goal
		Construction	Cost		
Water Transmission Improvements Line PhI	Windy Hill	AECOM	RIA/Impact	Under Construction	43% Complete
		RH Moore	\$6,500,000		
North End Water Transmission	Sandridge Rd. to Vereen Road	GMC	Impact	Survey & Design	Easement Aquisition
		TBD	\$2,000,000		
Sewer Force Main Replacement	Windy Hill - Barefoot	NMB	Impact	On Hold	
		TBD	\$300,000		
Myrtle Beach Water Transmission Ph 1	Myrtle Beach	Bolton & Menk	Impact	Ph. I Construction	Continue
		Garney	TBD		
LRN Elevated Tank	Little River Neck	TBD	Impact	Survey & Design	Continue
		TBD	\$2,000,000		
LRN, Jacks Circle & Harrelson Water Line	Little River Neck	City	Horry Co. ARPA	Permitted to Operate. Final Paving/Close-out.	95% Complete
		RCB Contractors	\$1,000,000		
Water Transmission Imp. Tank & Pump Station	Windy Hill	AECOM	RIA/Impact	Under Construction	52% Complete
		TBD	\$5,860,000		

Storm Drainage System Improvements

Description	Location	Design	Fund	Status	Progress & Goal
		Construction	Cost		
Palmetto Shores Drainage Improvements	CG/Palmetto Shores	City	Stormwater	Engineering Agreement	Identify Easements
		TBD	\$3,500,000		
18 th Avenue North Outfall - Landward	Ocean Drive	Bolton & Menk	SCOR/Stormwater	99% Complete	Punch List Close Out
		RH Moore	\$7,500,000		
City Drainage Improvements	Various	City	Stormwater	Under Construction	Ongoing
		City	TBD		
Tidal Flood Study	CG Marsh & WH Marsh	USACE	Stormwater	Complete	Review
		N/A	\$400,000		
Ocean Outfall Program	17 th Ave S	USACE	USACE & City	Preliminary Design	Design-Build RFP April 2026
		TBD	\$35,000,000		

Street Improvements

Description	Location	Design	Fund	Status	Progress & Goal
		Construction	Cost		
Long Bay Road Paving	Water Tower Rd. to Water Lilly Road	DRG	Developer	Finalize Developer Agreement	Construction By Developer
		TBD	TBD		
NOB ECT	Cherry Grove - 34th N to 37th N	Mead & Hunt	Franchise Fund	Design & Easement	Bid Spring 2026
		TBD	TBD		
CG Boardwalk	Lake Ave. & Duffy St.	Beam & Associates	Streer Imp.	Preliminary Design Complete	Finalize Design Funding
		TBD	TBD		
				Corps Permit Issued	

Street Improvements (cont'd)

Description	Location	Design	Fund	Status	Progress & Goal
		Construction	Cost		
2 nd Avenue North Widening & Paving	Highway 17 at 2 nd Avenue North	City	St. Imp./CTC	Construction Complete	Close-out & CTC Reimbursement
		Coastal Asphalt	\$612,000		
Hwy 17 & 27 th Ave S Intersection	Highway 17 @ 27 th S	SCDOT	GSATS	Design & R/W	Construction Funding FY 2027 Utility Relocation Plans
		TBD	\$8,000,000		
SCDOT Hwy 17 Safety Imp.	WH & CB	AECOM	SCDOT Safety	Final Plan Review	SCDOT Bid
		TBD	TBD		
NOB ECT	Cherry Grove - 29th N to 34th N	Mead & Hunt	Franchise Fund	Construction 98% Starting Service Conversions	98% Complete Punch List Complete Service Conversions
		Greenwall Construction	\$3,100,000		
LRN Road Path	LRN Road	HRT	GSATS/Horry/NMB	Construction Complete	Close-out and SCDOT LPA Reimbursement
		Coastal Asphalt	\$1,000,000		
Edge Parkway Path Phase I	Edge Pkwy.	HRT	GSATS	FY 26 Funding	LPA Agmt.
		TBD	TBD		
Sidewalk	Commons Blvd., Hwy17N, SpringSt.	HRT	St. Imp.	Survey & Design	Construction Fall/Winter 2026
		TBD	TBD		
Resurfacing 2024	Various	City	Street Imp./CTC	Bid	Contract Award
		TBD	\$2,000,000		
Champions Blvd. Extension Ph. 2	Bourne Trail	Thomas & Hutton	Street Imp.	Under Construction	80%
		AO Hardee	\$5,000,000		
Champions Blvd. Extension Ph. 3	Long Bay Rd.	Thomas & Hutton	Street Imp.	Under Construction	60%
		AO Hardee	\$3,500,000		
SC31 Median U-Turn	SC31 North	City	CTC	SCDOT Permit	Bid and Award
		TBD	\$150,000		
N. Myrtle Point Blvd. Alley	Cherry Grove	City	Street Imp.	Design – Permitting	Obtain Right-of-way
		TBD	TBD		
Water Tower Road Improvements	Water Tower Rd	DRG	CTC	Construction Complete	Closeout, CTC Reimbursement, and Balance
		King Construction	\$242,000		

Facility, Park & Land Improvements

Description	Location	Design	Fund	Status	Progress & Goal
		Construction	Cost		
Sanitation Facility Improvements	2 nd Avenue South	HRT	Sanitation Capital	Compactors Complete	Permit Begin Main Building Construction
		Various	TBD		
PS Training at Midcon Building	City Hall Campus	HRT	Capital	On Hold	
		TBD	\$820,000		
Beach Services Parking	City Hall Campus	HRT	Capital	TRC Site Plan Review	Pave after Building Complete
		TBD	TBD		
PW Utility Warehouse	Ocean Dr 1020 6 th Ave South	HRT	Utility	Under Construction	95% Replace Wall Panels
		Sellers Const.	\$736,500		
Fire Station 7	Water Tower Road	PMH Arch.	Capital	Under Construction	Continue
		Tungeston	\$10,000,000		
CG Fire Station	Sea Mountain Hwy	TBD	Capital	Building Condition Review	Evaluate Sites
		TBD	TBD		
Fire Training Facilities	Long Bay Road	PMH Arch.	Capital	Design	Wetland Permitting
		TBD	TBD		
CG Major Canal Dredge	Cherry Grove Marsh	Beam & Assoc.	State/Capital	Complete	Demobilization Complete
		Coastal Dredging	\$2,500,000		
P&G Maintenance Building	NMB Sports Complex	HRT	P & G Capital	Re-Bid 2027	Permit Start Construction
P&G Hill St. Restroom	Hill St. Park	HRT	P & G Capital	Bidding	Permit Contract Award

Beach Access & Parking Improvements

Description	Location	Design	Fund	Status	Progress & Goal
		Construction	Cost		
Beach Renourishment	NMB	USACE	Beach/Federal/State	Under Construction	Continue
		Great Lakes	TBD		
6 th Ave South Parking Lot	Ocean Drive	City	Capital	On Hold	Demolish Houses?
		TBD	TBD		
Atlantic Breeze Parking	Crescent Beach South Ocean at 14 th Ave S	City	Capital	Demo 100% Complete	Design & Permit New Parking Lot
		TBD	TBD		
Pelican Motel Parking	Cherry Grove – Sea Mountain Hwy	City	Capital	Demo 100% Complete	Design & Permit New Parking Lot
		TBD	TBD		

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: March 2, 2026

Agenda Item: 5A	Prepared by: L. Suzanne Pritchard, PLA, AICP, CFM
Agenda Section: Consent: Resolution	Date: February 25, 2026
Subject: Adopt the Bylaws for the Public Arts Commission	Division: Planning and Development

Background and Proposal:

The Public Arts Commission was established by ordinance to serve in an advisory capacity to City Council and the Planning and Development Department. The ordinance authorizes the Commission to award façade improvement grants, review and select public art projects, and make recommendations regarding arts and cultural initiatives.

§ 2-130 of the City Code provides that City Council shall establish and maintain bylaws governing the performance of the Commission’s duties. The attached bylaws have been prepared by staff in alignment with the adopted Comprehensive Plan, standard advisory board practices, and the structure established in the enabling ordinance. The bylaws are designed to clarify officer roles, meeting procedures, reporting expectations, and general operating principles while reinforcing the Commission’s advisory status and Council’s authority over funding and final decisions.

Staff Review:

The amendment has been reviewed by the Department of Planning and Development; no concerns have been expressed.

Public Arts Commission Action:

The Public Arts Commission held a public hearing on February 11, 2026, and voted unanimously to recommend approval of the bylaws to City Council. There was no public comment.

Recommended Actions:

Adopt a resolution approving the bylaws for the Public Arts Commission

Reviewed by Department Head	Reviewed by City Manager	Reviewed by City Attorney
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Council Action:
Motion By _____ 2nd By _____ To _____

RESOLUTION

**A RESOLUTION TO ADOPT THE BYLAWS
FOR THE PUBLIC ARTS COMMISSION**

WHEREAS, the Mayor and City Council have formed the 5-member Public Arts Commission; and

WHEREAS, the City’s Comprehensive Plan identifies Main Street, Sea Mountain Highway, 17th Avenue South, and 37th Avenue South as key focus areas for reinvestment and placemaking, while emphasizing the importance of strengthening community identity throughout the City; and

WHEREAS, the Public Arts Commission was created to support implementation of these goals by promoting high-quality design, awarding façade grants, and fostering public art initiatives that enhance the City’s sense of place and serve residents and visitors across North Myrtle Beach; and

WHEREAS, a set of bylaws has been created that govern its management as a Commission of the City of North Myrtle Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL FOR THE CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA:

Section 1. Hereby adopt the bylaws for the Public Arts Commission as attached hereto.

Section 2. This resolution shall be effective upon the date of passage.

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

Mayor J.O. Baldwin, III

ATTEST:

Allison K. Galbreath, City Clerk

Resolution: RES 26-03

PUBLIC ARTS COMMISSION BYLAWS

Article I. Purpose

The Public Arts Commission exists to implement and advance the City’s adopted Comprehensive Plan by strengthening community identity, enhancing the public realm, and reinforcing North Myrtle Beach’s historic and cultural character through public art, façade improvements, and placemaking initiatives.

The Commission’s work shall support reinvestment in the City’s historic main streets and key corridors while ensuring public art resources benefit the City as a whole.

Article II. Relationship to City Policy

The Commission is established pursuant to § 2-125 of the City Code and serves in an advisory capacity to City Council and the Planning and Development Department. All actions, recommendations, and awards shall be consistent with: the City’s Comprehensive Plan, applicable ordinances and adopted policies, and funding authorizations approved by City Council.

Article III. Guiding Framework

In carrying out its duties, the Commission shall apply the following framework:

1. **Comprehensive Plan Implementation.** Public art and façade initiatives shall support Comprehensive Plan goals related to:
 - a. Strengthening the identity of historic main streets and corridors
 - b. Encouraging compatible reinvestment and redevelopment
 - c. Promoting arts, culture, and high-quality design as economic and placemaking tools
2. **Priority Areas with Citywide Balance.** Consistent with the Comprehensive Plan, particular attention may be given to Main Street, Sea Mountain Highway, 17th Avenue South, and 37th Avenue South as historic “hearts” of the community. At the same time, the Commission shall seek equitable geographic distribution of public art investments across the City’s full extent, including all historic beach communities and areas west of the Intracoastal Waterway.
3. **Context-Sensitive Placemaking.** Projects should respond to local history, scale, and setting, reinforcing neighborhood character rather than applying a uniform aesthetic citywide.
4. **Public Value and Accessibility.** Public art should be publicly visible or accessible, durable, and contribute lasting value to the community.

Article IV. Responsibilities

Within the authority granted by City Council, the Commission shall:

1. Review and award façade improvement grants.
2. Select artists and review proposals for public art projects.
3. Recommend policies, criteria, and priorities for arts and culture initiatives.
4. Support partnerships and funding opportunities that further placemaking and cultural development.
5. Coordinate with Planning and Development and other City of North Myrtle Beach staff on implementation and administration.

Article V. Officers

The Commission shall annually elect from among its members a Chair and Vice Chair. The Commission may elect a Secretary if deemed necessary. The Chair shall preside at meetings and serve as the primary liaison to City staff and City Council. The Vice Chair shall act in the absence of the Chair.

Administrative support, including preparation of agendas and minutes, shall be provided by the Planning and Development Department in accordance with City Code.

Article VI. Meetings and Subcommittees

The Commission shall meet regularly throughout the calendar year in compliance with applicable open meetings requirements. Special meetings may be called as necessary.

The Chair may establish subcommittees or artist selection panels for specific projects or initiatives. Subcommittees shall report recommendations to the full Commission for action.

Article VII. Reporting

The Commission shall provide an annual summary of activities, recommendations, and expenditures to City Council.

Article VIII. Adoption and Amendments

These bylaws shall be adopted by City Council and may be amended by City Council following recommendation by the Public Arts Commission.

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: March 2, 2026

Agenda Item: 5B	Prepared By: L. Suzanne Pritchard, PLA, AICP, CFM
Agenda Section: Consent: Resolution	Date: February 25, 2026
Subject: Pre-annexation Agreement for Lot 29 of Ocean View Estates at 5604 Little River Neck Road [Z-26-5]	Division: Planning and Development

Background:

Paul Warren McCord and Patsy M. McCord, owners, have requested water and sewer service for Lot 29 in the Ocean View Estates subdivision located at 5604 Little River Neck Road and identified by PIN 352-02-01-0002. The property is not contiguous to the city limit, and the applicant has requested annexation and zoning as R-1 (Single-Family Residential Low Density) when the property does become contiguous to the City’s corporate boundary.

The applicant has signed pre-annexation restrictive covenants that would require the property owner to complete the annexation process when possible but would allow the property owner to receive city services in the interim. A copy of the pre-annexation restrictive covenants and draft resolution is attached for council’s review.

Recommended Action:

Adopt the resolution approving the pre-annexation of the property

Reviewed by Department Head	Reviewed by City Manager	Reviewed by City Attorney
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Council Action:
Motion By _____ 2nd By _____ To _____

RESOLUTION

**A RESOLUTION AUTHORIZING THE FILING OF
A RESTRICTIVE DEED COVENANT FOR LOT 29
IN THE OCEAN VIEW ESTATES SUBDIVISION LOCATED
AT 5604 LITTLE RIVER NECK ROAD IDENTIFIED
BY PIN 352-02-01-0002.**

WHEREAS, pursuant to 5-3-150 of the South Carolina Code of Laws, the power is granted to municipalities to annex contiguous property; and

WHEREAS, the City provides and maintains water and sewer services to annexed property; and

WHEREAS, the property owner of Lot 29 of Ocean View Estates located at 5604 Little River Neck Road, known as PIN 352-02-01-0002, is willing to enter into a pre-annexation agreement through a restrictive deed covenant until such time as the property becomes contiguous, at which time the Council may vote to annex the property; and

WHEREAS, the property owner will pay the cost of extending the water and sewer lines to the property, and all associated impact fees.

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

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

Mayor J.O. Baldwin, III

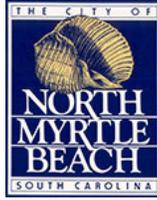
ATTEST:

Allison K. Galbreath, City Clerk

Resolution: RES 26-04

FILE NUMBER:	Z-26-5
Complete Submittal Date:	February 25, 2026

First Reading:	March 2, 2026
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**City of North Myrtle Beach,
SC**

Application for Pre-Annexation

The undersigned respectfully petition the Mayor and Council of the City of North Myrtle Beach, South Carolina, to consider this request for pre-annexation of our property.

GENERAL INFORMATION	
Date of Request: February 25, 2026	Property PIN(S): 35202010002
Property Owner(s): Paul & Patsy McCord	Type of Zoning Map Amendment: Pre-Annexation Request
Address or Location: 5604 Little River Neck Rd	Project Contact: Paul & Patsy McCord
Contact Phone Number: Contact the Planning Division for Info	Contact Email Address: Contact the Planning Division for Info
Current County Zoning: MSF6	Total Area of Property: 0.32 Acres

RECORDED COVENANT INFORMATION
<p align="center">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>Paul & Patsy McCord</u></i></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.

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

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said **PAUL WARREN MCCORD AND PATSY M. MCCORD**, as joint tenants with right of survivorship and not as tenants in commons, his or her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND it does hereby bind itself and its Heirs, Executors, Administrators, Successors and Assigns, to warrant and forever defend all and singular the said Premises unto the said **PAUL WARREN MCCORD AND PATSY M. MCCORD** as hereinabove provided against itself and its successors and assigns and any person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS the execution hereof by their hands and seals this 20th day of August, 2019.

Signed, Sealed and Delivered
in the presence of:

[Signature]
[Signature]

**Jake Investments, LLC, a
South Carolina limited liability company**

By: [Signature]
Name: C. Wayne Hill
Its: Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

I, Renee N Baxley, a Notary Public for South Carolina do hereby certify that, **Jake Investments, LLC, a South Carolina limited liability company**, by C. Wayne Hill, its Manager, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 20 day of August, 2019.

[Signature]
Notary Public for South Carolina
Printed Name of Notary Renee N Baxley
My Commission Expires: 12-18-27

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at Lot 29, Ocean View Estates, Little River Township, bearing County TMS: 131-12-01-056, was transferred by Jake Investments, LLC to Paul Warren McCord and Patsy M. McCord on August 20, 2018.

3. Check one of the following: The deed is

- (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) exempt from the deed recording fee because (See Information section of affidavit):

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?
Check Yes or No

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$110,000.00.
- (b) The fee is computed on the fair market value of the realty which is _____.
- (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: .

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$110,000.00
- (b) Place the amount listed in item 5 above here:
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$110,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$407.00.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.

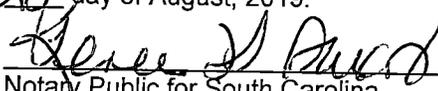
9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Jake Investments, LLC


C. Wayne Hill, Manager

SWORN to and subscribed before me this

20 day of August, 2019.


Notary Public for South Carolina

My Commission Expires: 12-18-27

Notary (printed name): Renee H Bayley

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty; and
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: March 2, 2026

Agenda Item: 5C	Prepared for: Ryan Fabbri, City Manager
Agenda Section: Consent: Motion to Approve	Date: February 24, 2026
Subject: Myrtle Beach Tours Beach Games	Division: Administration

Background:

Myrtle Beach Tours is requesting approval for various beach games April 4, 2026, through May 2, 2026. The games will be held between the hours of 8:30 AM and 5:30 PM. Set-up will begin at 7:00 AM and dismantling will begin at 5:30 PM.

Please see attached application and map.

All applicable departments have signed off on the special event either verbally or by email.

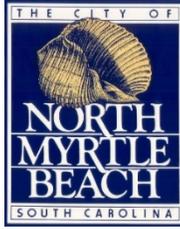
Recommended Action:

Approve or deny the Special Event Application

Reviewed by Department Head	Reviewed by City Manager	Reviewed by City Attorney
-----------------------------	--------------------------	---------------------------

Council Action:

Motion By _____ 2nd By _____ To _____



FESTIVAL & SPECIAL EVENT DIRECTOR APPROVAL

Festival/Special Event: _____

Date of Event: _____

	Approval	Denial	Method	Date
City Manager/Admin:	_____	_____	_____	_____
Finance:	_____	_____	_____	_____
Human Resources:	_____	_____	_____	_____
Information Technology:	_____	_____	_____	_____
Parks & Recreation:	_____	_____	_____	_____
Planning & Development:	_____	_____	_____	_____
Public Safety:	_____	_____	_____	_____
Public Works:	_____	_____	_____	_____

Date Sent for Director Approval: _____

Any Director Comments: _____

Date for City Council Approval: _____

Certificate of Liability Insurance sent to Risk Manager: _____

Instructions

Instructions

To apply for a Special Event / Festival Permit, please complete this application and submit it, including required attachments, to the City of North Myrtle Beach Administration no later than 60 days before your event.

I. Applicant & Sponsoring Organization Information

Sponsoring Organization Name Myrtle Beach Tours

Chief Officer of Organization Monroe Baldwin

Applicant Name Myrtle Beach Tours

Address 109 Ash Street

Daytime Phone Number XXXXXXXXXX

Evening Phone Number *Field not completed.*

Fax *Field not completed.*

On-Site Contact Person See spread sheet sent to Matt Gibbons

Pager / Cell Phone Number *Field not completed.*

Is the city a co-sponsor? No

II. Event Information

Event Name Beach Games

Purpose of Event Games for the student groups to enjoy

Event Date(s)	4/4/2026
Event Date(s)	5/2/2026
Total Expected Attendance	see spread sheet for more dates and counts
Location	1st North, 2nd South, 6th South - See spread sheet for detail
Event Hours	8:30 AM - 5:30 PM
Set-Up Hours	7:00 AM - 9:00 AM
Dismantle Hours	5:30 PM - 6:30 PM
List any street(s) you are requesting to be closed as a result of this event. Include street name(s), day, date and time of closing and reopening:	
Street One	<i>Field not completed.</i>
Date / Time Closed	<i>Field not completed.</i>
Date / Time Opened	<i>Field not completed.</i>
Street Two	<i>Field not completed.</i>
Date / Time Closed	<i>Field not completed.</i>
Date / Time Opened	<i>Field not completed.</i>
Street Three	<i>Field not completed.</i>
Date / Time Closed	<i>Field not completed.</i>
Date / Time Opened	<i>Field not completed.</i>
Street Four	<i>Field not completed.</i>

Date / Time Closed *Field not completed.*

Date / Time Opened *Field not completed.*

III. Event Description

Does the event involve the sale of alcoholic beverages? No

Has State Permit been applied for or received? N/A

Will items or services be sold at the event? No

Will there be musical entertainment at your event? No

Will there be any tents or canopies at the proposed event site? No

Will there be any fireworks associated with this event? No

Has City Permit been applied for or received? No

Will food be served at this event? No

Have South Carolina Department of Health and Environmental Control (DHEC) requirements been met? N/A

Will you provide portable toilets for the general public attending the event? *Field not completed.*

Will you require the use of City electricity? No

Will you require the use of City water? No

Will you require Traffic Control? No

Will you require the use of City Personnel for trash removal? No

Please list any other services you are requesting from the City of North Myrtle Beach. 4 Extra Trash cans at each location

IV. Fees & Proceeds

Is the sponsoring organization a "tax exempt, non-profit" organization as defined by the Internal Revenue Service (IRS)? No

Will admission fees be charged to attend the event? No

Will fees be charged to vendors to participate in this event? N/A

If the sponsoring organization is not a “tax exempt, non-profit” organization, will donations be made to any charitable organization(s)?

V. Event Site Map

Prior to issuance of a Festival Permit, you are required to submit a Final Event Site map to the City.

Attach a site map of the proposed event site indicating the locations of the following items: [Site Plan beach games.pdf](#)

VI. Security

Will this event require security to handle the event? No

VII. Page Information

Prior to the issuance of a Special Events Permit, proof of insurance will be required.

You must provide an Original Certificate of Insurance showing you have purchased commercial general liability insurance that names “the City of North Myrtle Beach, its officers, employees and agents” as an additional insured. Insurance coverage must be maintained for the duration of the event. The amount of insurance coverage required will depend on the risk level of the event and will be determined by the City’s Risk Management Office depending on the nature of the event, additional coverage may be required.

VIII. Affidavit

Advance cancellation notice required: If this event is cancelled, please call 843-280-5604 with this information. Otherwise, City personnel and equipment may be needlessly dispatched and approvals of your future applications may be jeopardized.

Electronic Signature Agreement I agree.

Electronic Signature Monroe Baldwin

Date 2/19/2026

Name of Applicant monroe baldwin

Title director

Applicant Email 

Mailing Information

The original application should be clearly printed or typed and mailed to City of North Myrtle Beach, Attention: Administration, Event/Festival Application, 1018 2nd Avenue S, North Myrtle Beach, SC 29582.

Anyone with questions should call Allison Galbreath at 

Email not displaying correctly? [View it in your browser.](#)

All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA). This correspondence is intended exclusively for the individual or entity to which it is addressed and may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure.

DATE

2ND SOUTH

MAIN STRE

1ST NORTH

OCEAN BLVD

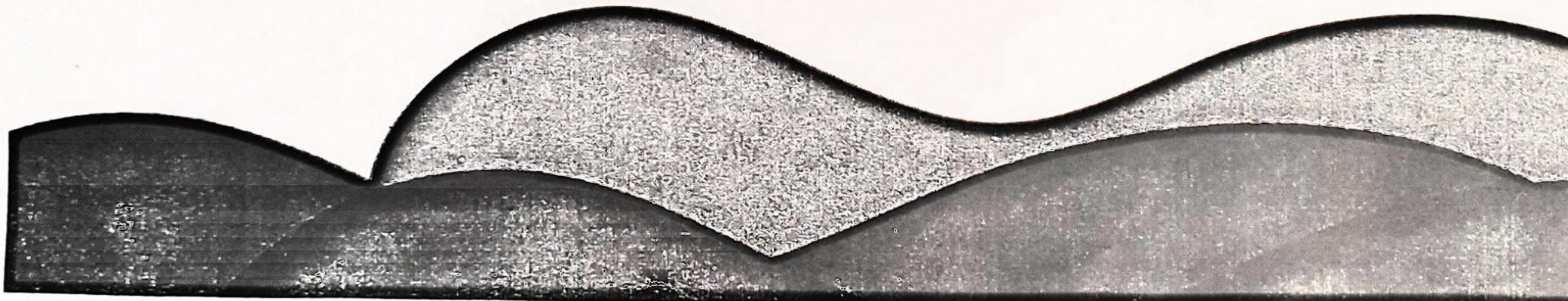


VOLLEY BALL
15 FLAGS
1 FRATERNITY FLAG
2 SPIKE BALL
4 CORN HOLE
1 EXTREME PONG

VOLLEY BALL
15 FLAGS
1 FRATERNITY FLAG
2 SPIKE BALL
4 CORN HOLE
1 EXTREME PONG

VOLLEY BALL
15 FLAGS
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2 SPIKE BALL
4 CORN HOLE
1 EXTREME PONG

VOLLEY BALL
15 FLAGS
1 FRATERNITY FLAG
2 SPIKE BALL
4 CORN HOLE
1 EXTREME PONG





2026

Myrtle Beach Tours Groups for Beach Games

Group Leader	Group Type	Organization	School	Beach Day	Location	# in Party	Notes
TBD				4/4/2026	1stN, 2nd S		
Jack Vander Weil	Greek	Phi Delta Theta	Virginia Tech	4/11/2026	2nd South	90	
Lily Guija	Greek	Phi Epsilon Kappa	James Madison	4/11/2026	6th South	90	
TBD				4/11/2026	1st North		
David Black	Greek	Theta Chi	Virginia Tech	4/18/2026	1st North	160	
Bryson Bass	Greek	Phi Gamma Nu	James Madison	4/18/2026	6th South	80	
Charles Williamson	Greek	Alpha Sigma Phi	James Madison	4/18/2026	2nd South	168	
Ethan Buckner	Greek	Sigma Phi Epsilon	Virginia Tech	4/25/2026	1st North	160	
TBD				4/25/2026	2nd South		
Tyler Riggs	Greek	Delta Sigma Phi	Virginia Tech	5/2/2026	2nd South	110	
Carter Kinch	Greek	Alpha Tau Omega	University of Maryland	5/2/2026	1st North	160	
May College Migrations							
Duke, Presbyterian College		May 3-7					
UVA and West Chester		May 9-16					
June, High School weeks							
Start May 23							
June 21-26 is the largest		Ocean Drive					
High School week		area					

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: March 2, 2026

Agenda Item: 5D	Prepared for: Ryan Fabbri, City Manager
Agenda Section: Consent: Motion to Approve	Date: February 23, 2026
Subject: North Myrtle Beach Rotary Club Park of Honor	Division: Administration

Background:

The North Myrtle Beach Rotary Club is sponsoring the Park of Honor at McLean Park which will be held Saturday, June 27 through July 26, 2026. Set-up would be June 27, 2026, from 10:30 AM to 1:30 PM and dismantling would be July 27, 2026, from 4:00 PM to 5:00 PM.

All applicable departments have signed off on the special event verbally or by email.

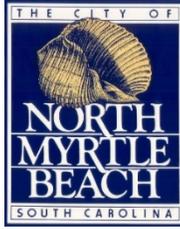
Recommended Action:

Approve or deny the Special Event Application

Reviewed by Department Head	Reviewed by City Manager	Reviewed by City Attorney

Council Action:

Motion By _____ 2nd By _____ To _____



FESTIVAL & SPECIAL EVENT DIRECTOR APPROVAL

Festival/Special Event: _____

Date of Event: _____

	Approval	Denial	Method	Date
City Manager/Admin:	_____	_____	_____	_____
Finance:	_____	_____	_____	_____
Human Resources:	_____	_____	_____	_____
Information Technology:	_____	_____	_____	_____
Parks & Recreation:	_____	_____	_____	_____
Planning & Development:	_____	_____	_____	_____
Public Safety:	_____	_____	_____	_____
Public Works:	_____	_____	_____	_____

Date Sent for Director Approval: _____

Any Director Comments: _____

Date for City Council Approval: _____

Certificate of Liability Insurance sent to Risk Manager: _____

Instructions

Instructions

To apply for a Special Event / Festival Permit, please complete this application and submit it, including required attachments, to the City of North Myrtle Beach Administration no later than 60 days before your event.

I. Applicant & Sponsoring Organization Information

Sponsoring Organization Name North Myrtle Beach Rotary Club

Chief Officer of Organization Melissa Wober

Applicant Name James C Pease

Address [REDACTED]

Daytime Phone Number [REDACTED]

Evening Phone Number *Field not completed.*

Fax *Field not completed.*

On-Site Contact Person James C Pease

Pager / Cell Phone Number *Field not completed.*

Is the city a co-sponsor? Yes

What is the name of the city contact person? Jim Grainger

II. Event Information

Event Name	Park of Honor
Purpose of Event	To celebrate and remember our retired, active and fallen military and 1st responders and to recognize America's 250th Anniversary with the placing of 250 American flags
Event Date(s)	6/27/2026
Event Date(s)	7/26/2026
Total Expected Attendance	<i>Field not completed.</i>
Location	McLean Park
Event Hours	<i>Field not completed.</i>
Set-Up Hours	10:30 AM - 1:30 PM
Dismantle Hours	4:00 PM - 6:30 PM
List any street(s) you are requesting to be closed as a result of this event. Include street name(s), day, date and time of closing and reopening:	
Street One	<i>Field not completed.</i>
Date / Time Closed	<i>Field not completed.</i>
Date / Time Opened	<i>Field not completed.</i>
Street Two	<i>Field not completed.</i>
Date / Time Closed	<i>Field not completed.</i>
Date / Time Opened	<i>Field not completed.</i>
Street Three	<i>Field not completed.</i>

Date / Time Closed *Field not completed.*

Date / Time Opened *Field not completed.*

Street Four *Field not completed.*

Date / Time Closed *Field not completed.*

Date / Time Opened *Field not completed.*

III. Event Description

Does the event involve the sale of alcoholic beverages? No

Has State Permit been applied for or received? No

Will items or services be sold at the event? No

Will there be musical entertainment at your event? No

Will there be any tents or canopies at the proposed event site? No

Will there be any fireworks associated with this event? No

Has City Permit been applied for or received? No

Will food be served at this event? No

Have South Carolina Department of Health and Environmental Control (DHEC) requirements been met?

Will you provide portable toilets for the general public attending the event?

Will you require the use of City electricity?

Will you require the use of City water?

Will you require Traffic Control?

Will you require the use of City Personnel for trash removal?

Please list any other services you are requesting from the City of North Myrtle Beach.

IV. Fees & Proceeds

Is the sponsoring organization a "tax exempt, non-profit" organization as defined by the Internal Revenue Service (IRS)?

Will admission fees be charged to attend the event? No

Will fees be charged to vendors to participate in this event? No

If the sponsoring organization is not a “tax exempt, non-profit” organization, will donations be made to any charitable organization(s)? No

V. Event Site Map

Prior to issuance of a Festival Permit, you are required to submit a Final Event Site map to the City.

Attach a site map of the proposed event site indicating the locations of the following items: [NMB Rotary Park Of Honor 30 Second Commercial 2025 WPDE.mp4](#)

VI. Security

Will this event require security to handle the event? No

VII. Page Information

Prior to the issuance of a Special Events Permit, proof of insurance will be required.

You must provide an Original Certificate of Insurance showing you have purchased commercial general liability insurance that names “the City of North

Myrtle Beach, its officers, employees and agents” as an additional insured. Insurance coverage must be maintained for the duration of the event. The amount of insurance coverage required will depend on the risk level of the event and will be determined by the City’s Risk Management Office depending on the nature of the event, additional coverage may be required.

VIII. Affidavit

Advance cancellation notice required: If this event is cancelled, please call 843-280-5604 with this information. Otherwise, City personnel and equipment may be needlessly dispatched and approvals of your future applications may be jeopardized.

Electronic Signature Agreement I agree.

Electronic Signature James C. :Pease

Date 2/6/2026

Name of Applicant James C. Pease

Title Immediate Past President NMB Rotary / PR & Media Chair

Applicant Email 

Mailing Information
The original application should be clearly printed or typed and mailed to City of North Myrtle Beach, Attention: Administration, Event/Festival Application, 1018 2nd Avenue S, North Myrtle Beach, SC 29582.

Anyone with questions should call Allison Galbreath at 

11:43

5G+ 79

OAK DR



3D



McLean Park

49°
AQI 41

Apple Maps



REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: March 2, 2026

Agenda Item: 6A	Prepared by: L. Suzanne Pritchard, PLA, AICP, CFM
Agenda Section: Unfinished Business: Ordinance. Second Reading	Date: February 23, 2026
Subject: Amendments to Chapter 23, Zoning, of the Code of Ordinances of North Myrtle Beach, South Carolina, defining inground pools [ZTX-25-15]	Division: Planning and Development

Background:

The zoning ordinance currently allows unenclosed and inground swimming pools to be located within five feet of property lines in most residential zoning districts. While the ordinance references inground swimming pools, it does not include a definition of that term. In recent applications, particularly in flood-prone areas, questions have arisen regarding what constitutes an inground pool versus an above-ground or partially raised pool, as property owners have requested modest vertical pool edges to accommodate flood conditions.

Proposal:

City staff has initiated a text amendment to define “inground swimming pool” within the zoning ordinance. The proposed definition clarifies that an inground pool is a permanent structure installed into excavated earth and constructed to function as an inground pool rather than a self-supporting above-ground vessel. The definition allows limited wall extension above finished grade, up to 30 inches inclusive of coping, to account for site and flood conditions, while clearly distinguishing inground pools from above-ground pools that are partially or fully buried. This amendment provides consistent guidance for staff and applicants while preserving the intent of the existing setback standards.

Planning Commission Action:

The Planning Commission conducted a public hearing on January 6, 2026, and voted unanimously to recommend approval of the zoning amendment. There was no public comment.

Recommended Action:

Approve or deny the ordinance on second reading

Reviewed by Department Head	Reviewed by City Manager	Reviewed by City Attorney
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Council Action:

Motion By _____ 2nd By _____ To _____

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 CHAPTER 23, ZONING, ARTICLE I, IN GENERAL, § 23-2, DEFINITIONS, OF SAID CODE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA, IN COUNCIL DULY ASSEMBLED, THAT:

Section 1. That Sec. § 23-2, Definitions, be revised to read as follows (new matter underlined).

Sec. 23-2. Definitions.

Inground swimming pool: A permanent pool structure installed into excavated earth, constructed to function as an inground structure rather than a self-supporting, above-ground vessel. An inground pool is designed and built to retain surrounding soil and is intended to sit primarily below finished grade. Pool walls may extend above finished grade, but not more than 30 inches, inclusive of coping. Partially or fully buried above-ground pools are not considered inground swimming pools.

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

FIRST READING: 2.16.2026
SECOND READING: 3.2.2026

REVIEWED:

City Manager

ORDINANCE: 26-09

6A. ZONING ORDINANCE TEXT AMENDMENT ZTX-25-15: City staff has initiated a text amendment defining inground swimming pools.

Background:

The zoning ordinance currently allows unenclosed and inground swimming pools to be located within five feet of property lines in most residential zoning districts. While the ordinance references inground swimming pools, it does not include a definition of that term. In recent applications, particularly in flood-prone areas, questions have arisen regarding what constitutes an inground pool versus an above-ground or partially raised pool as property owners have requested modest vertical pool edges to accommodate flood conditions.

Proposed Changes:

City staff has initiated a text amendment to define “inground swimming pool” within the zoning ordinance. The proposed definition clarifies that an inground pool is a permanent structure installed into excavated earth and constructed to function as an inground pool rather than a self-supporting above-ground vessel. The definition allows limited wall extension above finished grade, up to 30 inches inclusive of coping, to account for site and flood conditions, while clearly distinguishing inground pools from above-ground pools that are partially or fully buried. This amendment provides consistent guidance for staff and applicants while preserving the intent of existing setback standards.

The proposed amendment addresses **§ 23-2. - Definitions**, and would appear in the Ordinance as follows (new matter underlined):

Inground swimming pool: A permanent pool structure installed into excavated earth, constructed to function as an inground structure rather than a self-supporting, above-ground vessel. An inground pool is designed and built to retain surrounding soil and is intended to sit primarily below finished grade. Pool walls may extend above finished grade, but not more than 30 inches, inclusive of coping. Partially or fully buried above-ground pools are not considered inground swimming pools.

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 2, 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-25-15] as submitted.

OR

- 2) I move that the Planning Commission recommend denial of the zoning ordinance text amendment [ZTX-25-15] as submitted.

OR

- 3) I move (an alternate motion).

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: March 2, 2026

Agenda Item: 6B	Prepared by: Amber Elmadolar, Plan Reviewer
Agenda Section: Unfinished Business: Ordinance. Second Reading	Date: January 28, 2026
Subject: Petition for Annexation and Zoning Designation for ±1.05 acres on Buffkin Road [Z-25-21]	Division: Planning and Development

Background:

Tyler Mann, agent for owner, has petitioned the City of North Myrtle Beach to annex ±1.05 acres on Buffkin Road identified by PINs 350-16-03-0066, 350-16-03-0067, and 350-16-03-0068. 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.

Existing Conditions:

The subject property area is contiguous to the corporate boundary of the City of North Myrtle Beach and is zoned Manufactured/Single-Family 10 (MSF10) under Horry County jurisdiction. Located on Buffkin Road, the parcels are vacant. Surrounding parcels within City limits are zoned Planned Development District (PDD), Highway Commercial (HC), and Mid-Rise Multifamily Residential (R-2A); surrounding county parcels are zoned MSF10. Upon annexation, the parcel would be designated R-3 as per Exhibit A: Zoning Map Z-25-21, prepared by the City of North Myrtle Beach Planning and Development Department depicting the annexation boundary. A proposed ordinance has been attached for Council’s review.

Proposed R-3 Zoning Development Standards:

	Single-Family Detached Residence	Mobile Homes on Individual Lots	Duplexes	Semi-Detached Dwelling	Other Permitted Uses
Minimum Lot Area Per Project (square feet)	5,000 SF	5,000 SF	7,000 SF	7,000 SF	5,000 SF
Minimum Lot Area Per Dwelling Unit (square feet)	5,000 SF	5,000 SF	3,500 SF	3,500 SF	NA
Minimum Lot Width	50 feet	50 feet	55 feet	35 feet	NA
Minimum Yards	Front	25 feet	25 feet	20 feet	20 feet
	Side	7.5 feet	7.5 feet	7.5 feet ¹	20 feet
	Rear	10 feet	10 feet	10 feet	30 feet
Maximum Impervious Surface Ratio	50%	50%	60%	60%	60%

ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH MYRTLE BEACH
ANNEXING ±1.05 ACRES IDENTIFIED BY PINs 350-16-03-0066,
350-16-03-0067, and 350-16-03-0068.**

WHEREAS, Tyler Mann, agent for the Owner, has petitioned the City of North Myrtle Beach for annexation of ±1.05 acres consisting of the following parcel PINs 350-16-03-0066, 350-16-03-0067, and 350-16-03-0068. as referenced on Exhibit A: Zoning Map Z-25-21, prepared by the City of North Myrtle Beach Planning and Development Department depicting the annexation boundary, which is attached hereto and incorporated herein by reference; and

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

WHEREAS, the City Council has received a report from the Planning Commission recommending the subject property be zoned Mobile/Manufactured Home Residential (R-3) upon annexation.

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

Section 1. Annexation. That parcel identified by PINs 350-16-03-0066, 350-16-03-0067, and 350-16-03-0068 (the “Annexed Parcel”), consisting of approximately ±1.05 acres and depicted on Exhibit A, and all contiguous portions of all public rights-of-way, streets, and highways are hereby annexed pursuant to Sections 5-3-150 and 5-3-240 of the Code of Laws of South Carolina, 1976, as amended.

Section 2. Zoning Designation. The Annexed Parcel is hereby designated and zoned as Mobile/Manufactured Home Residential (R-3).

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

ATTEST:

Mayor J.O. Baldwin, III

City Clerk

APPROVED AS TO FORM:

City Attorney

FIRST READING: 2.16.2026
SECOND READING: 3.2.2026

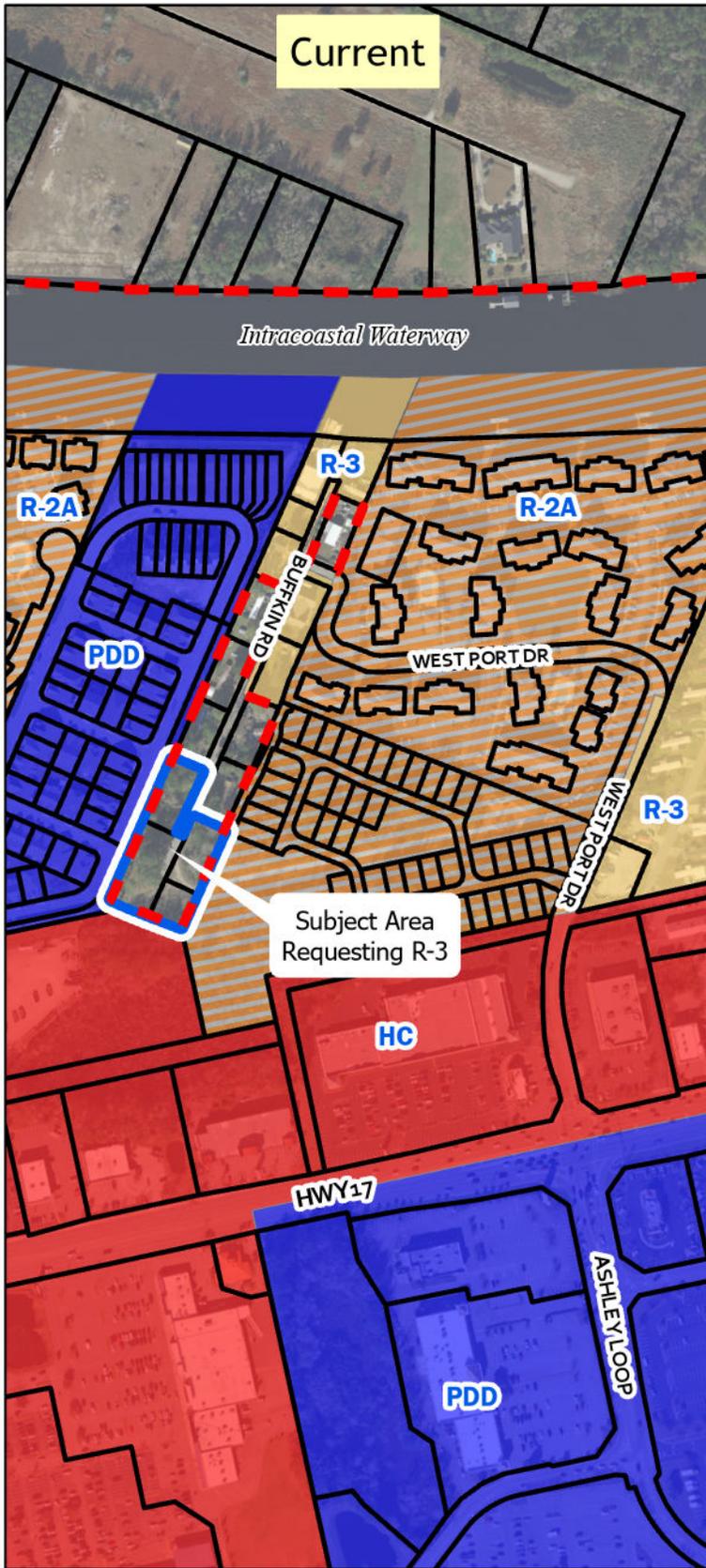
REVIEWED:

City Manager

ORDINANCE: 26-10

Current

Proposed



Subject Area Requesting R-3

Subject Area Requesting R-3



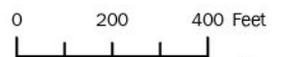
Legend

- North Myrtle Beach City Limit
- Subject Area

- Zoning District
- HC
 - PDD
 - R-2A
 - R-3



Exhibit A: Zoning Map Z-25-21



6B. ANNEXATION & ZONING DESIGNATION Z-25-21: City staff received a petition to annex ±1.05 acres on Buffkin 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.

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 MSF10 under Horry County jurisdiction. Located on Buffkin Road, the parcels are vacant. Surrounding parcels within City limits are zoned Planned Development District (PDD), Highway Commercial (HC), and Mid-Rise Multifamily Residential (R-2A); surrounding Horry County parcels are zoned MSF10.

Proposed R-3 Zoning Development Standards

	Single-Family Detached Residence	Mobile Homes on Individual Lots	Duplexes	Semi-Detached Dwelling	Other Permitted Uses
Minimum Lot Area Per Project (square feet)	5,000 SF	5,000 SF	7,000 SF	7,000 SF	5,000 SF
Minimum Lot Area Per Dwelling Unit (square feet)	5,000 SF	5,000 SF	3,500 SF	3,500 SF	NA
Minimum Lot Width	50 feet	50 feet	55 feet	35 feet	NA
Minimum Yards	Front	25 feet	25 feet	20 feet	20 feet
	Side	7.5 feet	7.5 feet	7.5 feet	7.5 feet ¹
	Rear	10 feet	10 feet	10 feet	10 feet
Maximum Impervious Surface Ratio	50%	50%	60%	60%	60%
Maximum Height	35 feet for residential uses, 5 feet for accessory uses, and 45 feet for all other uses.				

Notes: A dwelling unit shall not contain more than five bedrooms or sleeping areas of not more than 300 square feet each.

¹ A seven-and-one-half-foot setback shall be applied to the ends of the structure and the exterior property lines, and zero (0) setback shall be allowed for the common interior property line.

R-3 District Permitted Uses

Dwellings (Single-Family detached, Semi-Detached, and duplex); Mobile/manufactured homes on individual lots; Mobile/manufactured home parks; Neighborhood and community parks and centers, golf courses and similar outdoor uses, but not lighted for night use; Publicly owned recreational facilities; Churches or similar places of worship, including parish houses, parsonages, and childcare centers when accessory thereto; Recreational vehicle parks and campgrounds;

Accessory uses; Home occupations; Family day care homes; and Signs permitted by and in accord with all applicable provisions of Article III.

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 Neighborhood as the land use class for the subject area. The principal permitted uses noted in the compliance index include duplexes, townhomes, patio homes, multi-family up to six stories, as well as mixed-use development and neighborhood commercial uses. The recommended primary zoning district is Medium Density Residential (R-2), Mid-Rise Multifamily Residential (R-2A), and Mobile/Manufactured Home Residential (R-3); Single-Family Medium Density (R-2B) and Neighborhood Commercial (NC) are the secondary zoning district alternatives.

The proposed zoning designation, R-3, is a primary recommended zoning district within the Compliance Index for the subject property.

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

Chapter 5, “The Way We Grow,” of the 2018 Comprehensive Plan identifies the Residential Neighborhood future land use classification as follows: This classification supports a mix of residential uses at medium densities, which includes mostly duplexes, townhouses, and patio homes, as well as, multi-family housing up to 6 stories. This designation could also allow in fill mixed-use development and neighborhood commercial uses. This category allows 5-10 du/acre.

The proposed R-3 zoning is consistent with the Residential Suburban land use classification found in the 2018 Comprehensive Plan.

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

The purpose of the R-3 zoning district is, “The purpose of this district is to provide for areas within the city where mobile/manufactured homes may be located in harmony with other single-and two-family dwellings—to provide for a full range of housing alternatives to meet buyer demands. Also, this district is designed to separate incompatible uses and eliminate the blighting effect of incompatibility.”

The uses permitted in the R-3 district would be appropriate in the area.

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

New access points subject to city of NMB encroachment permit application review/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.

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 February 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-25-21] as submitted.

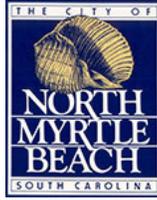
OR

- 2) I move that the Planning Commission recommend denial of the annexation and zoning petition [Z-25-21] as submitted.

OR

- 3) I move (an alternate motion).

FILE NUMBER:	Z-25-21
Complete Submittal Date:	December 10, 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

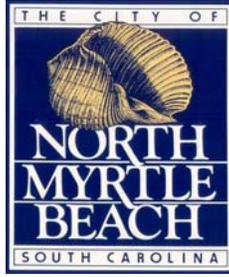
GENERAL INFORMATION

Date of Request: December 9, 2025	Property PIN(S): 35016030067, 35016030066, 35016030068
Property Owner(s): E Investments LLC	Type of Zoning Map Amendment: Petition for Annexation and Zoning
Address or Location: 1505 Buffkin Road, North Myrtle Beach, SC 29582	Project Contact: Tyler Mann
Contact Phone Number: Contact the Planning Division for Info	Contact Email Address: Contact the Planning Division for Info
Current County Zoning: MSF10	Proposed Zoning: R-3
Total Area of Property: 1.05 Acres	Approximate Population of Area to be Annexed: 0

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: Tyler Mann

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: 12/09/25

Nature of Approval Requested: **Petition for Annexation and Zoning**

Property PIN(s): 35016030067, 35016030068, 35016030066

Property Address/Location: 1505 Buffkin Road, 1501 Buffkin Road

Ashley Causey Tyler Mann
I, _____, hereby authorize _____

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

Signed by:

DA6B7C7AF734467...

12/9/2025

Signature

Signature

Owner

Title

Title

Signature

Signature

Title

Title

Signature

Signature

Title

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.

PARCEL #3:

ALL AND SINGULAR, all that certain piece, parcel or tract of land situated, lying and being in North Myrtle Beach, Little River Township, Horry County, South Carolina and being bounded on the North by Lot #10 belonging now or formerly to Frances Gaskin; being bounded on the East and South by Tilghman Estates; and being bounded on the West by remaining portion of Lot #9 of the Robert Buffkin Map of the Alva B. Edge Estate, with said lands being more particularly described as follows:

BEGINNING at a point marking the Southwest corner of Lot #10 of a Map of Tract G-1 of the Alva B. Edge Estate; thence North 82 degrees 34 minutes East 69.3 feet to a point in the boundary of the Tilghman Estates, said point being the Southeast corner of Lot #10 of said division; thence South 6 degrees 23 minutes East 85.1 feet to a corner, said corner being the Southeast corner of Lot #9; thence with the Southern boundary of Lot #9 South 81 degrees 08 minutes West 69 feet to a new corner; thence North 6 degrees 39 minutes West 87.1 feet to a point, to-wit:

Said lot is the Eastern portion of Lot #9 shown on a map of Tract G-1 of the Alva B. Edge Estate surveyed for Robert Buffkin, by C.B. Berry, R.L.S., with said survey being dated October 2, 1975, and with Lots #9 and #10 of said survey having been revised on January 18, 1977.

This conveyance is subject to an Easement across the above-described property held by the South Carolina Public Service Authority and sewer easement held by the Town of North Myrtle Beach.

TMS #: 144-02-01-035 (PARCEL THREE)

THIS BEING the identical property conveyed to Ashley C. Causey by deed from Mark W. Cline dated October 27, 2009 and recorded on October 29, 2009 in Deed Book 3428 at Page 43, in the Office of the Register of Deeds of Horry County, South Carolina.

Grantee Address: 4266 Mica Avenue, Unit A, Little River, SC 29566

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

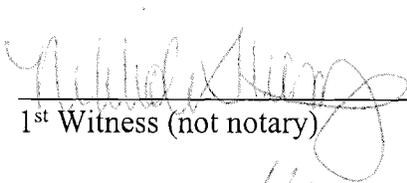
TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, its heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind its heirs and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, heirs and assigns, forever, in fee simple, together

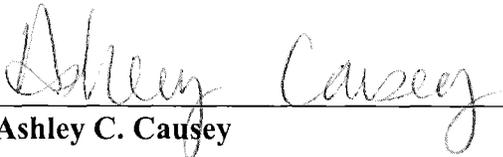
with every contingent remainder and right of reversion against our heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS their hands and seals this 17th day of October in the year 2024 of our Lord.

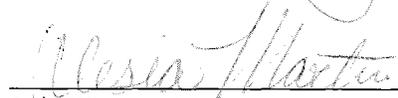
Signed, Sealed and Delivered in the Presence of



1st Witness (not notary)



Ashley C. Causey



2nd Witness (Notary)

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me Alesia Martin the undersigned witness
(Print Non-Notary Witness Name)

And made oath that (s)he was present and saw **Ashley C. Causey**, the within Grantor(s) sign, seal, and as his/her/their act and deed, deliver the within foregoing instrument that deponent with the other witness whose name is subscribed above, witnessed the execution thereof, and that the subscribing witness is not a party to or beneficiary of the transaction.

Alesia Martin

Witness (Non- Notary)

SWORN to before me this 17th day of
October, 2024.

Nikhole Strong
Notary Public for South Carolina

My Commission Expires 10/24/32



de

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY) AFFIDAVIT

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is located in Little River Township, Lots 8, 10 & a portion of Lot 9 Tract G-1, on Buffkin Road, North Myrtle Beach, SC 29582, bearing Horry County TMS:144-02-01-017 / PIN: 350-16-03-0067 & TMS: 144-02-01-035 / PIN: 350-16-03-0068, was transferred by Ashley C. Causey to E Investments, LLC on October 17, 2024
3. Check on of the following: The Deed is
 - (a) _____ subject to the Deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the Deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) X exempt from the Deed recording fee because: It is a Quitclaim Deed.
(If exempt, please skip items 4-7, and go to item 8 of this Affidavit.)
4. Check on of the following if either item 3(a) or item 3(b) above has been checked
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$0.00.
 - (b) _____ The fee is computed on the fair market value of the realty which is \$_____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$_____.
5. Check Yes _____ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is \$_____.
6. The Deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here:	<u>0.00</u>
(b) Place the amount listed in item 5 above here:	<u>0.00</u>
(c) Subtract line 6(b) from Line 6(a) and place result here:	<u>0.00</u>
7. The Deed recording fee due is based on the amount listed on Line 6(c) above and the Deed recording fee due is \$ 15.00.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.
9. I understand that person required to furnish this Affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this

17th day of October, 2024.

Michael Strong
(Notary Public)

My Commission Expires: 10/24/32

Ashley C. Causey
Ashley C. Causey

Michael Strong
NOTARY PUBLIC
STATE OF SOUTH CAROLINA
October 24, 2032

**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

**TO BE FILED WITH EACH INSTRUMENT PRESENTED ELECTRONICALLY FOR RECORDING.
HORRY COUNTY REGISTER OF DEEDS, 1301 SECOND AVENUE POST OFFICE BOX 470 , CONWAY ,
SOUTH CAROLINA 29526**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Deed

DATE OF INSTRUMENT: .

DOCUMENT SHALL BE RETURNED TO:

NAME: Mullins Law Firm, PA

ADDRESS:

PO BOX 585

N MYRTLE BCH, SC 29597-0585

TELEPHONE: (843) 272-8902

FAX: (843) 272-8902

E-MAIL ADDRESS: mullinslawfirm@aol.com

Related Document

(s):

PURCHASE PRICE / MORTGAGE AMOUNT: \$ 5.00

BRIEF PROPERTY DESCRIPTION: Lot 8 and Lot 10 Tract G-1 on Buffkin Road

TAX MAP NUMBER (TMS #) 144-02-01-017 / PIN NUMBER: ,

GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO):

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>MIDDLE NAME</u>
1. <u>CAUSEY</u>	<u>ASHLEY</u>	<u>C.</u>

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME
1. E INVESTMENTS, LLC

35016030066,

Prepared by and Return to:
Mullins Law Firm, P.A.
PO Box 585
North Myrtle Beach, SC 29597
TMS No: 144-02-01-018
MLF File No: 2024-09307

STATE OF SOUTH CAROLINA

WARRANTY DEED

COUNTY OF HORRY

KNOW ALL MEN BY THESE PRESENTS, that **CAUSEY HOLDINGS, LLC** in the State aforesaid, for and in consideration of the sum of **FIVE and 00/100 DOLLARS (\$5.00)**, unto us paid by **E INVESTMENTS, LLC**, in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell, and release unto the said **E INVESTMENTS, LLC**, its heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

ALL AND SINGULAR that certain piece, parcel or lot of land, situate, lying and being in Ocean Drive Section, North Myrtle Beach, Little River Township, Horry County, South Carolina, being shown and designated as Lot 9 on a plat of Tract G-1 of the Alva B. Edge Estate, prepared by C. B. Berry, RLS for Robert Buffkin, dated October 2, 1975, which plat is recorded in the Office of the ROD for Horry County, in Plat Book 61 at Page 13, reference to which is craved as forming a part and parcel hereof. LESS AND EXCEPTING that portion of Lot 9 described as follows: Beginning at a point making the Southwest corner of Lot #10 of a Map of Tract G-1 of the Alva B. Edge Estate; thence North 82 deg. 34 min. East 69.3 feet to a point in the boundary of the Tilghman Estates, said point being the Southeast corner of Lot #10 of said division; thence South 6 deg. 23 min. East 85.1 feet to a corner, said corner being the Southeast corner of Lot #9; thence with the Southern boundary of Lot #9 South 81 deg. 08 min. West 69 feet to a new corner; thence North 6 deg. 39 min. West 87.1 feet to a point, to wit:

Said lot is the Eastern portion of Lot #9 shown on a map of Tract G-1 of the Alva B. Edge Estate surveyed for Robert Buffkin, by C. B. Berry, RLS, with said survey being dated October 2, 1975, and with Lots #9 and #10 of said surveying having been revised on January 18, 1977.

THIS BEING the identical property conveyed to Causey Holdings, LLC by deed from Crystal Montgomery, as Horry County Delinquent Tax Manager dated July 2, 2013 and recorded on July 2, 2013 in Deed Book 3668 at Page 179, in the Office of the Register of Deeds of Horry County, South Carolina.

TMS: 144-02-01-018 / PIN: 350-16-03-0066

Grantee Address: 4266 Mica Avenue, Unit A, Little River, SC 29566

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **Sharon E INVESTMENTS, LLC**, its heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind its heirs and assigns and their heirs and assigns, to warrant and forever defend all and singular the said premises unto the said **E INVESTMENTS, LLC**, its heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion against our heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF our Hands and Seals this 17th day of October, 2024.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Alesia Martin
1st Witness (not notary)

[Signature]
2nd Witness (Notary)

CAUSEY HOLDINGS, LLC

[Signature]
Brandon K. Causey, as Member

[Signature]
Ashley C. Causey, as Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me Alesia Martin, the undersigned
(Print Non-Notary Witness Name)

witness and made oath that (s)he was present and saw **Brandon K. Causey, as Member of Causey Holdings, LLC and Ashley C. Causey, as Member of Causey Holdings, LLC**, the within Grantor(s) sign, seal, and as his/her/their/its act and deed, deliver the within foregoing instrument; that deponent with the other witness whose name is subscribed above, witnessed the execution thereof, and that the subscribing witness is not a party to or beneficiary of the transaction.

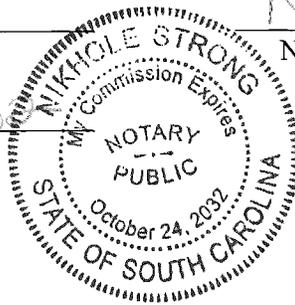
Alesia Martin
(Non-Notary Witness Signature)

SWORN to before me this 17 day of October, 2024.

Nikhole Strong
Notary Public for the Jurisdiction Aforesaid

Nikhole Strong
Notary Public Printed Name or Seal

My Commission Expires: 10/24/30



File # 2024-09307

BC De

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY) AFFIDAVIT

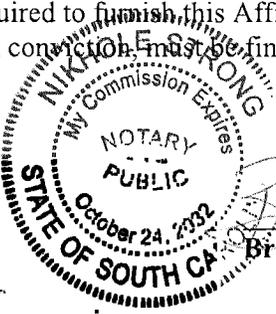
1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is located at in Little River Township, Part Lot 9 Tract G-1, on Buffkin Road, North Myrtle Beach, SC 29582, bearing Horry County TMS:144-02-01-018 / PIN: 350-16-03-0066, was transferred by Causey Holdings, LLC to E Investments, LLC, on October 17, 2024.
3. Check on of the following: The Deed is
 - (a) X subject to the Deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the Deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ exempt from the Deed recording fee because:

(If exempt, please skip items 4-7, and go to item 8 of this Affidavit.)
4. Check on of the following if either item 3(a) or item 3(b) above has been checked
 - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$5.00.
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check Yes _____ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The Deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here:	<u> \$5.00 </u>
(b) Place the amount listed in item 5 above here:	<u> _____ </u>
(c) Subtract line 6(b) from Line 6(a) and place result here:	<u> \$5.00 </u>
7. The Deed recording fee due is based on the amount listed on Line 6(c) above and the Deed recording fee due is \$15.00 .
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor .

9. I understand that person required to furnish this Affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and upon conviction must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

CAUSEY HOLDINGS, LLC



SWORN to before me this
 17 day of October

Brandon K. Causey
Brandon K. Causey, as Member

[Signature]
(Notary Public)
My Commission Expires: 10/24/32

Ashley Causey
Ashley C. Causey, as Member

**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

**TO BE FILED WITH EACH INSTRUMENT PRESENTED ELECTRONICALLY FOR RECORDING.
HORRY COUNTY REGISTER OF DEEDS, 1301 SECOND AVENUE POST OFFICE BOX 470 , CONWAY ,
SOUTH CAROLINA 29526**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Deed

DATE OF INSTRUMENT: .

DOCUMENT SHALL BE RETURNED TO:

NAME: Mullins Law Firm, PA

ADDRESS:

PO BOX 585

N MYRTLE BCH, SC 29597-0585

TELEPHONE: (843) 272-8902

FAX: (843) 272-8902

E-MAIL ADDRESS: mullinslawfirm@aol.com

Related Document

(s):

PURCHASE PRICE / MORTGAGE AMOUNT: \$ 5.00

BRIEF PROPERTY DESCRIPTION: pt of Lot 9 on plat of G-1 of the Alva B. Edge Estate on Buffkin Road

TAX MAP NUMBER (TMS #) 144-02-01-018 / PIN NUMBER: ,

GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO):

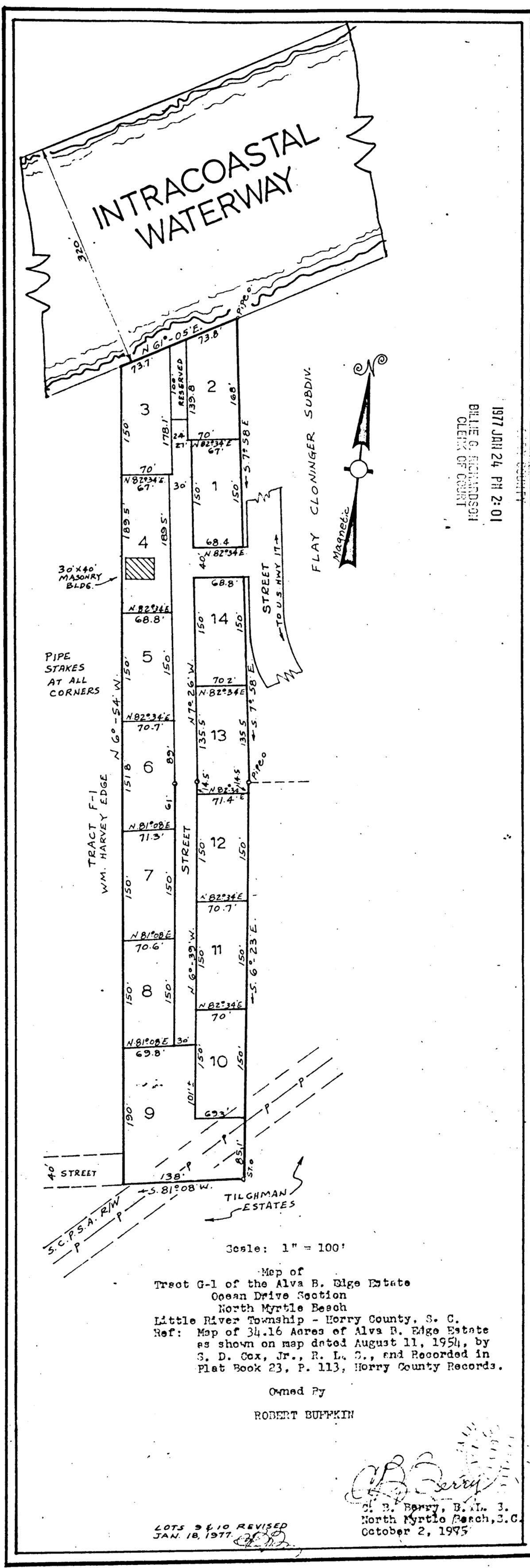
FULL BUSINESS NAME

1. CAUSEY HOLDINGS, LLC

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

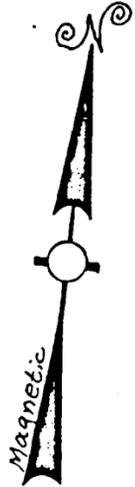
FULL BUSINESS NAME

1. E INVESTMENTS, LLC



1977 JAN 24 PM 2:01
 BILIE G. RICHARDSON
 CLERK OF COURT

FLAY CLONINGER SUBDIV.



30'x40' MASONRY BLDG.

PIPE STAKES AT ALL CORNERS

TRACT F-1 W.M. HARVEY EDGE

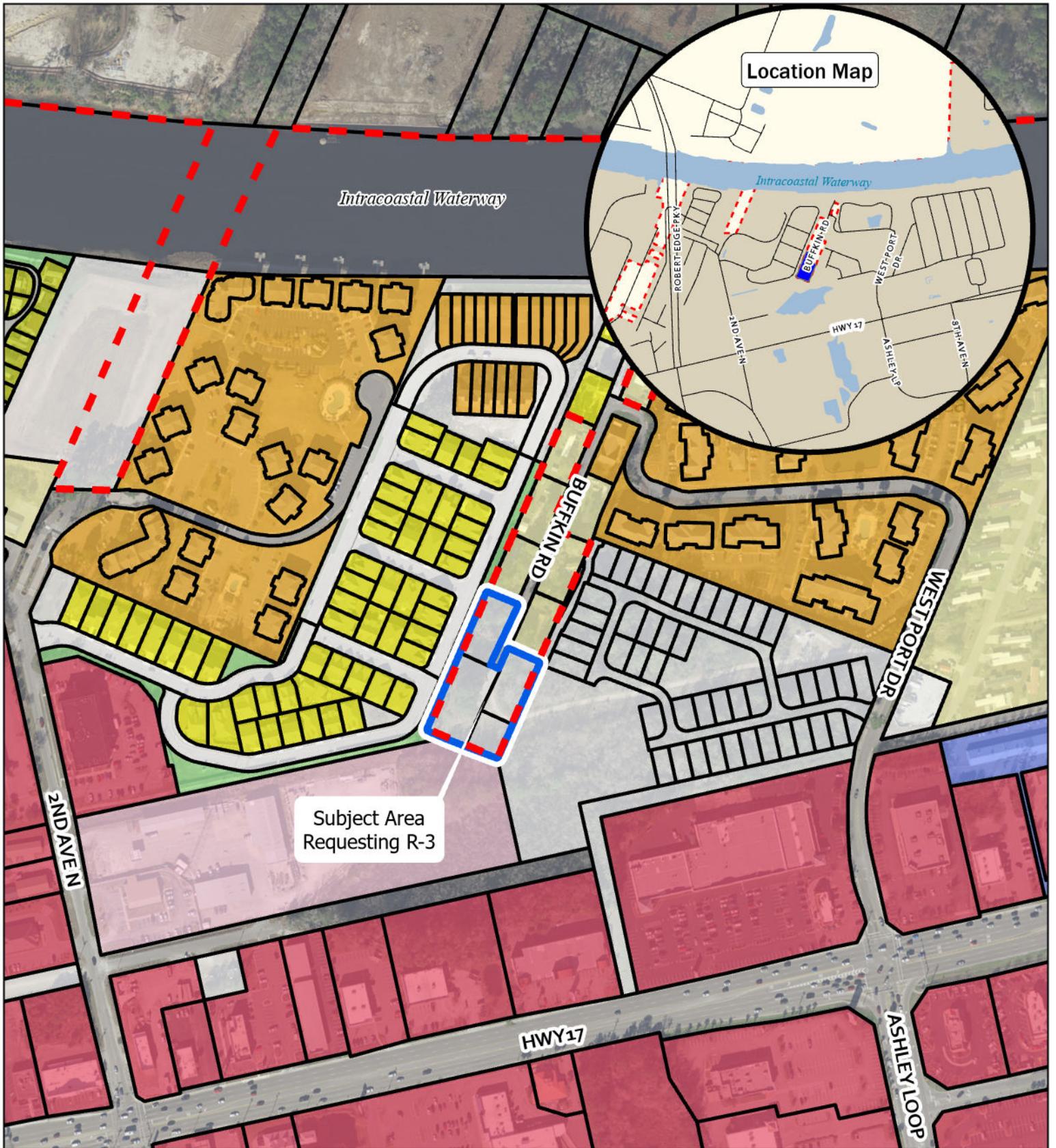
Scale: 1" = 100'

Map of
 Tract G-1 of the Alva B. Edge Estate
 Ocean Drive Section
 North Myrtle Beach
 Little River Township - Horry County, S. C.
 Ref: Map of 34.16 Acres of Alva B. Edge Estate
 as shown on map dated August 11, 1954, by
 S. D. Cox, Jr., R. L. C., and Recorded in
 Plat Book 23, P. 113, Horry County Records.

Owned By
 ROBERT BUFFKIN

C. B. Berry
 C. B. Berry, B. L. 3.
 North Myrtle Beach, S. C.
 October 2, 1975

LOTS 9 & 10 REVISED
 JAN. 18, 1977



- North Myrtle Beach City Limit
- Subject Area

- Existing Land Use**
- Commercial
 - Common Open Space
 - Duplex

Legend

- Industrial / Warehouse
- Mobile Home
- Multi-Family
- Private Common Open Space

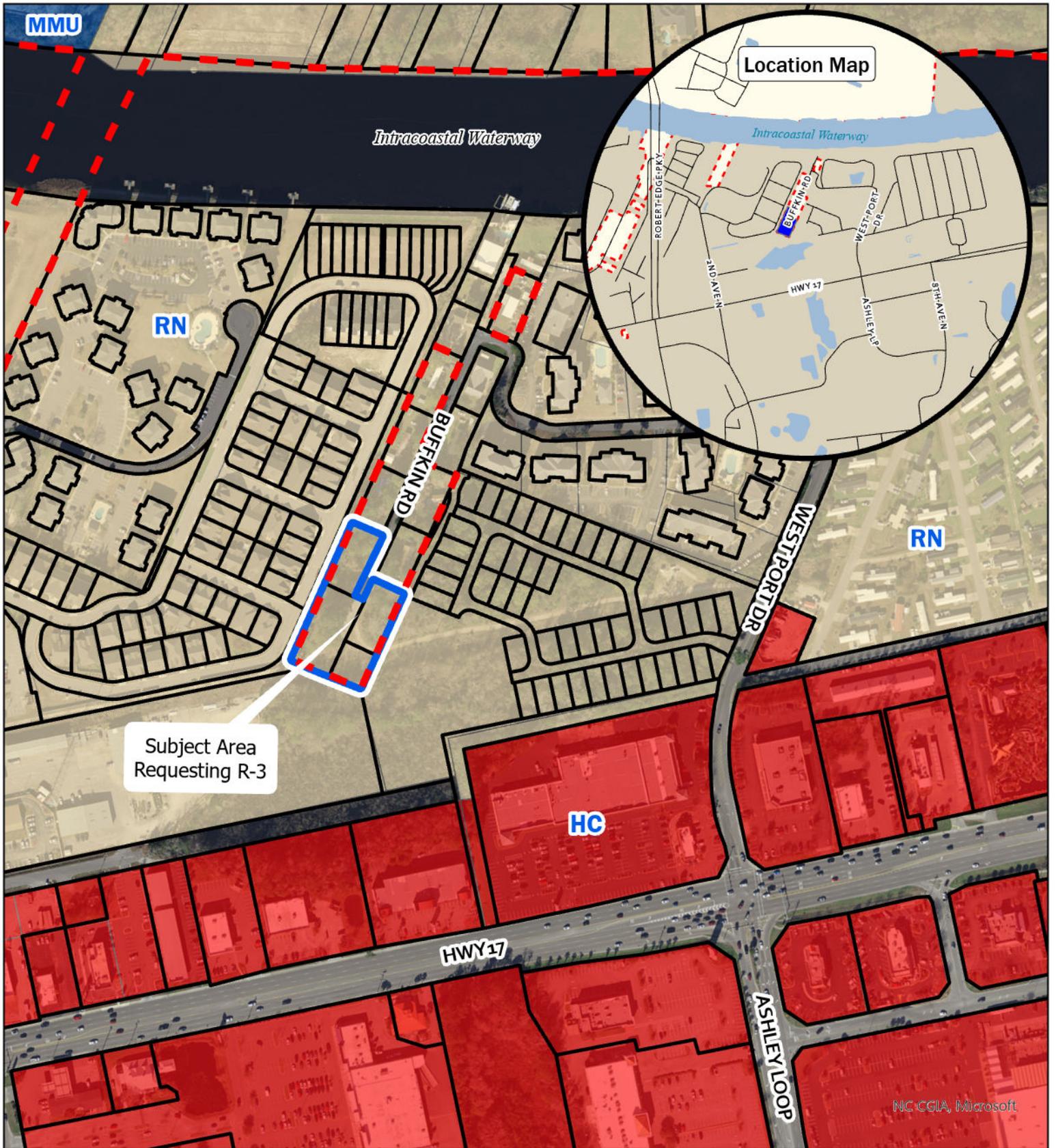
- Single-Family
- RV / Campground
- Town House
- Vacant



Existing Land Use

0 150 300 Feet

User: arelmadolar
Path: \\nmbplan\PDGIS\2025\25-025 2-25-21\2-25-21.aprx



Subject Area Requesting R-3

Location Map

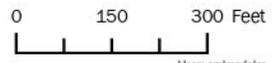


Legend

-  North Myrtle Beach City Limit
-  Subject Area
-  Future Land Use HC
-  Future Land Use MMU
-  Future Land Use RN



Future Land Use



REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: March 2, 2026

Agenda Item: 6C	Prepared by: Chris Noury, City Attorney
Agenda Section: Unfinished Business: Ordinance. Second Reading	Date: February 23, 2026
Subject: Regarding the First Amendment to the Development Agreement for Lauret Associates Tract	Division: Legal

Background:

The principal provisions of the proposed amendment to the Lauret Tract Development Agreement are summarized as follows:

1. Long Bay Road Improvements

Consistent with the original Lauret Tract Development Agreement, the developer will be required to construct improvements to Long Bay Road (“LBR”) from the point where LBR abuts the Lauret Tract to the intersection of LBR and Water Lily Road. The improvements will consist of a two-lane roadway, with each lane comprising a 13-foot paved travel lane and an additional one-foot unpaved shoulder. The project will also include a five-foot concrete sidewalk which transitions to a ten-foot multi-use path, as depicted on Exhibit D-1.

2. Maintenance Responsibility

Pursuant to Horry County requirements, the City will assume responsibility for the maintenance of this segment of LBR, notwithstanding that the roadway is located within Horry County. The County will relinquish all rights and obligations associated with this portion of LBR.

3. Construction Timeline and Remedies

The developer will have twelve (12) months from the effective date of the amended Development Agreement to complete the required LBR improvements, with an additional four (4)-month cure period in the event of default. If the improvements are not completed within this timeframe, the City will have the right to withhold the issuance of additional building permits. The developer will also be required to post a financial guarantee to secure completion of the roadway improvements.

4. Limitations on Building Permits Prior to Completion of LBR

Except as expressly set forth below, the City will have no obligation to issue additional residential building permits within the project until the LBR improvements are completed:

(i) Including the thirty-four (34) previously released permits, the City will issue up to forty-one (41) additional building permits (for a total of seventy-five (75)) when the Developer delivers to the City the signature page of the amended development agreement signed by the developer after second reading.

(ii) Upon commencement of grading of LBR, and provided grading and construction activities continue, the City will issue up to one hundred (100) building permits in the aggregate.

(iii) Upon completion of fifty percent (50%) of the LBR improvements, the City will issue up to one hundred fifty (150) building permits in the aggregate.

(iv) Upon full completion of the LBR improvements, all remaining building permits may be issued, not to exceed a total of five hundred twenty (520) residential units.

Recommended Action:

Approve or deny the proposed ordinance on second reading

Reviewed by Department Head

Reviewed by City Manager

Reviewed by City Attorney

Council Action:

Motion By _____ 2nd By _____ To _____

AN ORDINANCE

AN ORDINANCE TO APPROVE THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE LAURET ASSOCIATES TRACT AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AMENDED DEVELOPMENT AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the Developer of the Lauret Associates Tract has requested an amendment to the Development Agreement for the Lauret Associates Tract, primarily relating to the Developer’s obligation to construct improvements to a portion of Long Bay Road (“LBR”); and

WHEREAS, the proposed improvements to LBR will provide an alternative route of ingress and egress to and from the Lauret Associates Tract, other than Water Tower Road, thereby benefiting area residents and enhancing the City’s ability to efficiently deliver municipal services.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA, THAT:

Section 1. The First Amendment to the Development Agreement for the Lauret Associates Tract is hereby approved.

Section 2. The City Manager is hereby authorized and directed to execute the First Amendment to the Development Agreement on behalf of the City of North Myrtle Beach, together with any ancillary documents necessary to effectuate the intent of this Ordinance.

Section 3. This Ordinance shall take effect upon its final reading and adoption.

DONE, ORDAINED, AND PASSED this the _____ day of _____, 2026.

ATTEST:

Mayor J.O. Baldwin, III

City Clerk

APPROVED AS TO FORM:

City Attorney

FIRST READING: 2.16.2026

SECOND READING: 3.2.2026

REVIEWED:

City Manager

ORDINANCE: 26-11

STATE OF SOUTH CAROLINA) **FIRST AMENDMENT TO DEVELOPMENT**
) **AGREEMENT FOR LAURET ASSOCIATES**
COUNTY OF HORRY) **TRACT**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (“First Amendment”) is made and entered this ___ day of March, 2026, by and between **BEAZER HOMES, 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**”). Capitalized terms used in this First Amendment and not otherwise defined herein shall have the meanings ascribed to them in the below-described Development Agreement, as hereby amended.

RECITALS:

WHEREAS, the City, and the Developer, entered into that certain Development Agreement for Lauret Associates Tract, dated September 5, 2023 and recorded September 27, 2023 in Deed Book 4728 at Page 1305, in the Office of the Register of Deeds for Horry County, South Carolina (the “**Development Agreement**”); and

WHEREAS, the Development Agreement included the obligation of Developer to improve Long Bay Road, an existing coquina road maintained by Horry County, which improvements specified improvements desire by the City, which exceeded the scope of improvements that would be required by Horry County, although Long Bay Road was, and presently continues to be maintained by Horry County; and

WHEREAS, on April 12, 2024 the City issued its approval of an Encroachment Request Within Horry County Rights of Way from Water Tower Rd. to Water Lilly Rd.; and

WHEREAS, on April 26, 2024, Horry County issued an Encroachment Permit for construction of improvements to the existing coquina Long Bay Road (including paying, grading, drainage and erosion control measures), which Encroachment Permit included certain assumptions and conditions, including that (a) the Encroachment Permit is based on the above referenced letter from the City; (b) the City issuing final plan approval, pending receipt of the Encroachment Permit; (c) that Horry County would permanently cease maintenance on the referenced section of Long Bay Road (between Water Lilly Rd. and Watertower Rd.) when construction activities begin under the Encroachment Permit; (d) that the City (and not Horry County) will conduct inspections for acceptance of the completed (paved) road by the City; and (e) that the City shall be the point of contact for all matters related to this approved permit and the paving of Long Bay Road; and

WHEREAS, on February 7, 2025, the City approved a Notice of Intent (NOI) from the South Carolina Department of Health and Environmental Services (now Department of Environmental Services) for the improvement of Long Bay Road, which approval was evidenced by a letter from the City as MS4, certifying that the proposed improvements fall within the service area of the City, and that the City had reviewed and approved the Storm Water Pollution Prevention Plan submitted for such improvements; and

WHEREAS, prior to the date of this First Amendment, in addition to the above referenced approvals, Developer has secured the approvals and permits required for construction of the roadway

improvements which are the subject of this Agreement, including, but not limited to a wetland fill permit from the United States Army Corps of Engineers, and a land disturbance permit from the State of South Carolina; and

WHEREAS, prior to the commencement of construction of the roadway improvements which are the subject of the Development Agreement, a conflict arose between the construction plans for such roadway improvements approved by the City and a previously existing homeowners association, which conflict could only be resolved by (a) a change in the scope of improvements previously approved by the City; or (b) the City exercising its right of eminent domain to acquire additional right of way, which the City declined to exercise, and therefore such conflict delayed the commencement of construction of the improvements to Long Bay Road; and

WHEREAS, in recognition of the prior delays in construction of the roadway improvements which are the subject of the Development Agreement, the City and the Developer now desire to amend said Development Agreement in the manner set forth below.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, 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.

2. **EXECUTED COPY OF AGREEMENT.** On or before Ten (10) business days after final approval by City Council of this First Amendment, Developer shall deliver an original executed copy of this First Amendment to the City for recording as provided below.

3. **RECORDING.** Pursuant to Title 6, Chapter 31, Section 120 of the Code of Laws for the State of South Carolina, this First Amendment shall be recorded in the public records of Horry County, South Carolina, on or before the date which is Fourteen (14) days following the date on which this First Amendment is executed and finally approved by the City following second reading of the ordinance approving this First Amendment by City Council.

4. **EXHIBIT "D-1".** **Exhibit "D-1"** to the Development Agreement is deleted and replaced with **Exhibit "D-1"** attached hereto.

4. **SECTION 10(E).** Section 10(E) of the Development Agreement set forth certain off-site roadway improvement requirements which are not achievable as a result of disputes with third parties, through no fault of the Developer or the City, therefore the City and the Developer agree that Section 10(E) of the Development Agreement shall be deleted in its entirety, and replaced with the following:

“(E) **Off-Site Road Improvements.** The City and Developer acknowledge that, in lieu of the payment of the Park Enhancement Fee, Beachfront Parking Enhancement Fee and Public Safety Enhancement Fee, set forth above, Developer shall instead be obligated to improve Long Bay Road, an existing public roadway a portion of which abuts the boundary of the Property, which roadway is maintained by Horry County, extending from the existing boundary of the Property to the intersection of Long Bay Road

and Water Lilly Road, thereby providing an alternative route to and from the Property other than Water Tower Road, together with additional off-site traffic improvements which may be required for the Project. The roadway will be developed based upon the roadway section for Long Bay Road attached hereto as **Exhibit “D-1”** (the “**Long Bay Typical Section**”), Developer further agreeing to install, within the Long Bay Typical Section, guardrail to armor and protect the improvements installed, or to be installed by Horry Electric Cooperative (“**HEC**”), in accordance with the requirements of HEC. The alignment for Long Bay Road, showing both the standard Two (2) lane section, each lane consisting of a 13’ paved lane, along with an additional 1’ unpaved shoulder, together with a 5’ concrete sidewalk which transitions to a 10’ multi-use path, in accordance with Horry County standards and the roadway section attached hereto as Exhibit “D-1” and the alignment attached hereto as **Exhibit “D-2”**, including design, permitting and construction at Developer’s sole expenses, and shall be complete on or before the date which is Twelve (12) months from the Effective Date of this First Amendment. In accordance with the terms of the Encroachment Permit for the improvement of Long Bay Road issued by Horry County, Horry County required as a condition to Encroachment Permit, and the City accepted such condition, that, upon commencement of construction, Long Bay Road shall be maintained exclusively by the City, Horry County having relinquished all rights and obligations with regards to Long Bay Road. In addition to the improvements to Long Bay Road, the City has required certain intersection improvements to be completed at the intersection of Long Bay Road and Bells Lake Circle, and at the intersection of Long Bay Road and the future Champions Boulevard extension, as shown on **Exhibit “D-3”** attached hereto (the “**Intersection Improvements**”). The improvement of Long Bay Road, and the Intersection Improvements, shall be deemed to have been completed in accordance with the terms of this First Amendment upon acceptance by the City of the improved Long Bay Road. The area of responsibility for Long Bay Road is shown on **Exhibit “D-4”** attached hereto (the “**Long Bay Road Improvement Area**”). Developer shall be responsible for satisfying the design and construction standards of Horry County with regards to Long Bay Road, including the Encroachment Permit issued by Horry County for Long Bay Road. The costs of platting, dedicating, conveying and recording such public roadway, shall be the sole expense of Developer.

The parties acknowledge that, in the event Long Bay Road is not completed and accepted by the City on or before the date which is Twelve (12) months following the Effective Date of this First Amendment, the City shall have the right, but not the obligation, to deliver to Developer, in writing, a notice of default as a result of Developer’s failure to complete Long Bay Road and have it accepted by the City on or before the date which is Twelve (12) months following the Effective Date of this First Amendment. Upon the City’s delivery of such notice of default, Developer shall have an additional period of One Hundred Twenty (120) days in which to complete Long Bay Road and have it accepted by the City. From the date of any default on the part of Developer with regards to completion and acceptance of Long Bay Road by the City, the City shall have, in addition to any rights under the bond or other surety instrument delivered by the Developer to the City with regards to Long Bay Road, the right to withhold the issuance of any additional building permits for Residential Units within the Project, unless or until Long Bay Road is completed and accepted by the City. Notwithstanding the above referenced default, times to cure and remedies, the City and the Developer agree that, the City shall have no obligation to issue any additional building permits for Residential Units within the Project, unless or until Long

Bay Road is completed and accepted by the City, except in accordance with the following limitations:

- (i) The City has previously released Thirty Four (34) building permits for Residential Units within the Project, each of which buildings represented by such permits were subject to purchase agreements between Developer and third party purchasers.
- (ii) From the date of the City's approval at second (final) reading of City Council and Developer's delivery of its signature page to this Agreement to the City, until Developer's commencement of construction of the improvement of Long Bay Road in accordance with this Section 10(E), building permits for Residential Units within the Project, Thirty Four (34) of which have previously been issued, but totaling not more than Seventy Five (75) building permits in the aggregate.
- (iii) From the date of Developer's commencement of construction of the improvements to Long Bay Road, which commencement shall be deemed to have occurred upon (a) Developer's mobilization of its chosen general contractor to perform the improvements to Long Bay Road; and (b) such general contractor commencing grading of Long Bay Road, and continuing to pursue such grading and additional improvements, the City shall issue, provided Developer has submitted approvable building plans, additional building permits for Residential Units within the Project, up to a total, including all previously issued building permits for Residential Units within the Project, of not more than One Hundred (100) building permits for Residential Units within the Project, in the aggregate. Notwithstanding the above referenced schedule for issuance of building permits for Residential Units within the Project, Developer and City agree that such limitations are predicated on Developer's timely commencement of construction of the improvements to Long Bay Road, and once commenced, its continual and uninterrupted maintenance of construction activities with regards to Long Bay Road, in good faith, until completion and acceptance of the same by the City.
- (iv) From the date on which Developer has completed, or caused to be completed, not less than Fifty (50.00%) percent of the improvements to be made to Long Bay Road, as certified by Development Resource Group, LLC ("**DRG**"), the project engineer chosen by Developer, the City shall issue, provided Developer has submitted approvable building plans, additional building permits for Residential Units within the Project, up to a total, including all previously issued building permits for Residential Units within the Project, of not more than One Hundred Fifty (150) building permits for Residential Units within the Project, in the aggregate.
- (v) Following completion of the improvements to Long Bay Road by the Developer, in accordance with the terms of the Development Agreement, as amended by this First Amendment, as certified by DRG, and acceptance of

Long Bay Road by the City, there shall be no further limitations on the number of building permits for Residential Units within the Project, not to exceed the Five Hundred Twenty (520) total Residential Units approved under the Development Agreement.

- (vi) Notwithstanding the above referenced schedule for issuance of building permits for Residential Units within the Project, Developer and City agree that such limitations are predicated on Developer's timely commencement of construction of the improvements to Long Bay Road, and once commenced, its continual and uninterrupted maintenance of construction activities with regards to Long Bay Road, in good faith, until completion and acceptance of the same by the City.
- (vii) In addition to the above referenced obligations, as additional security to the City for Developer's completion of such obligations, Developer shall deliver to the City, on or before the execution of this Agreement by the City, a financial guarantee of Developer's obligations to complete the Long Bay Road Improvements, in the form of the performance bond attached hereto as **Exhibit "D-5"** (the "***Roadway Improvement Bond***"), which represents the engineer's estimate cost of such improvements, multiplied by 1.5, which estimated cost are shown on **Exhibit "D-6"** attached hereto (the "***Roadway Improvement Cost Estimate***")."

5. **SECTION 10(J)**. Section 10(J) of the Development Agreement is amended by adding the following sentence to the end of the paragraph:

"In addition to including the terms and conditions of such short term rental prohibition in the CCRs (as defined below), the Developer covenants and agrees to include the terms and conditions of such short term rental prohibition in any sales and marketing materials or other disclosures provided to third-party purchasers, or to otherwise notify third-party purchasers of the terms and conditions of such short term rental prohibition, and the Developer shall certify to the City that it has done so in writing and send copies of any such sales and marketing materials or other disclosures to the City prior to the sale of any Residential Unit to a third-party purchaser. The City may, but is not obligated to, track, verify, or enforce the Developer's compliance or non-compliance with this certification, including but not limited to involvement in any litigation directly or indirectly related thereto."

6. **SECTION 13**. Section 13 of the Development Agreement shall be deleted in its entirety, and replaced with the following:

"Notwithstanding the provisions of Section 6 above, once improvement of Long Bay Road is commenced by Developer, Developer shall thereafter continuously, uninterrupted and diligently proceed with Development Work on the Property. Developer's failure to continuously, uninterrupted and diligently proceed with Development Work on the 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 Property to be developed in accordance with phasing plan of the Project. The failure of the Developer to comply with any of the terms and conditions of this Agreement shall also constitute a default, entitling the City to pursue such remedies as deemed appropriate, including but not limited to withholding the issuance of building or other permits in accordance with the provisions of this Agreement, issuing a stop-work order for the Project, 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. Upon the occurrence of a default hereunder by the Developer, should the City be required to employ attorneys or incur other expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation, term or condition of this Agreement, the City shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the fees of such attorneys and such other reasonable expenses so incurred.”

7. **SECTION 18.** Section 18 of the Development Agreement shall be deleted in its entirety, and replaced with the following:

“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 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 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 DEVELOPMENT AGREEMENT ARE BINDING ON SUBSEQUENT OWNERS OF THE PROPERTY.”

8. **SECTION 20.** The following is added as a new Section 20:

“Developer and the City agree to execute and record a separate Restrictive Covenants Agreement (the “**Restrictive Covenants Agreement**”) applicable to the Property and attached hereto as **Exhibit “G”**. The Restrictive Covenants Agreement shall be recorded simultaneously with the First Amendment and shall run with the land and be binding upon

the parties and their respective successors and assigns.”

9. **NO FURTHER AMENDMENT.** Except as specifically amended by this First Amendment, all of the terms and conditions of the Development Agreement shall remain in full force, unless and until amended in a writing signed by the City and the Developer.

10. **FORCE AND EFFECT.** If Developer has not properly executed this First Amendment and delivered the same to the City for execution within Sixty (60) days following final approval of this First Amendment by the City, then this First Amendment shall be null and void and of no further force or effect.

[Individual Signature Pages Follow]

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

DEVELOPER:

WITNESSES:

BEAZER HOMES, 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 BEAZER HOMES, LLC, a Delaware limited liability company. He or she personally appeared before me and is personally known to me.

Notary Public for _____

Name: _____

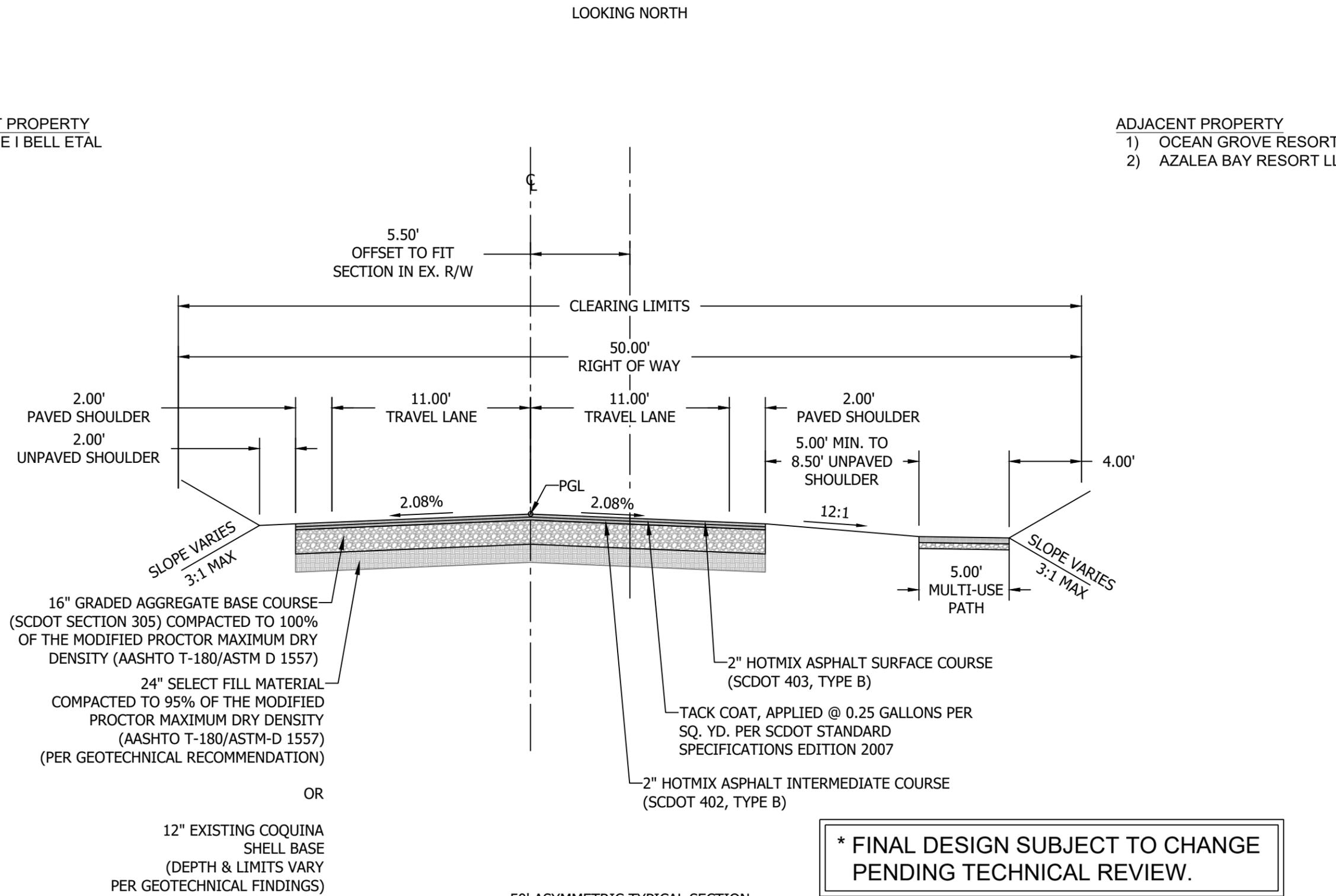
My Commission Expires: _____

EXHIBIT “D-1”

Long Bay Typical Section

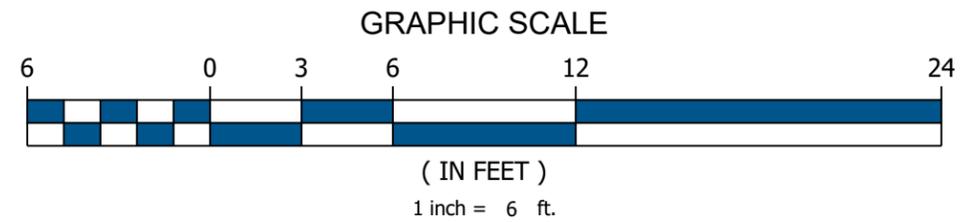
ADJACENT PROPERTY
1) DIANE I BELL ETAL

ADJACENT PROPERTY
1) OCEAN GROVE RESORT LLC
2) AZALEA BAY RESORT LLC



50' ASYMMETRIC TYPICAL SECTION

*** FINAL DESIGN SUBJECT TO CHANGE PENDING TECHNICAL REVIEW.**



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

ASYMMETRIC TYPICAL SECTION EXHIBIT
(50' RIGHT-OF-WAY)

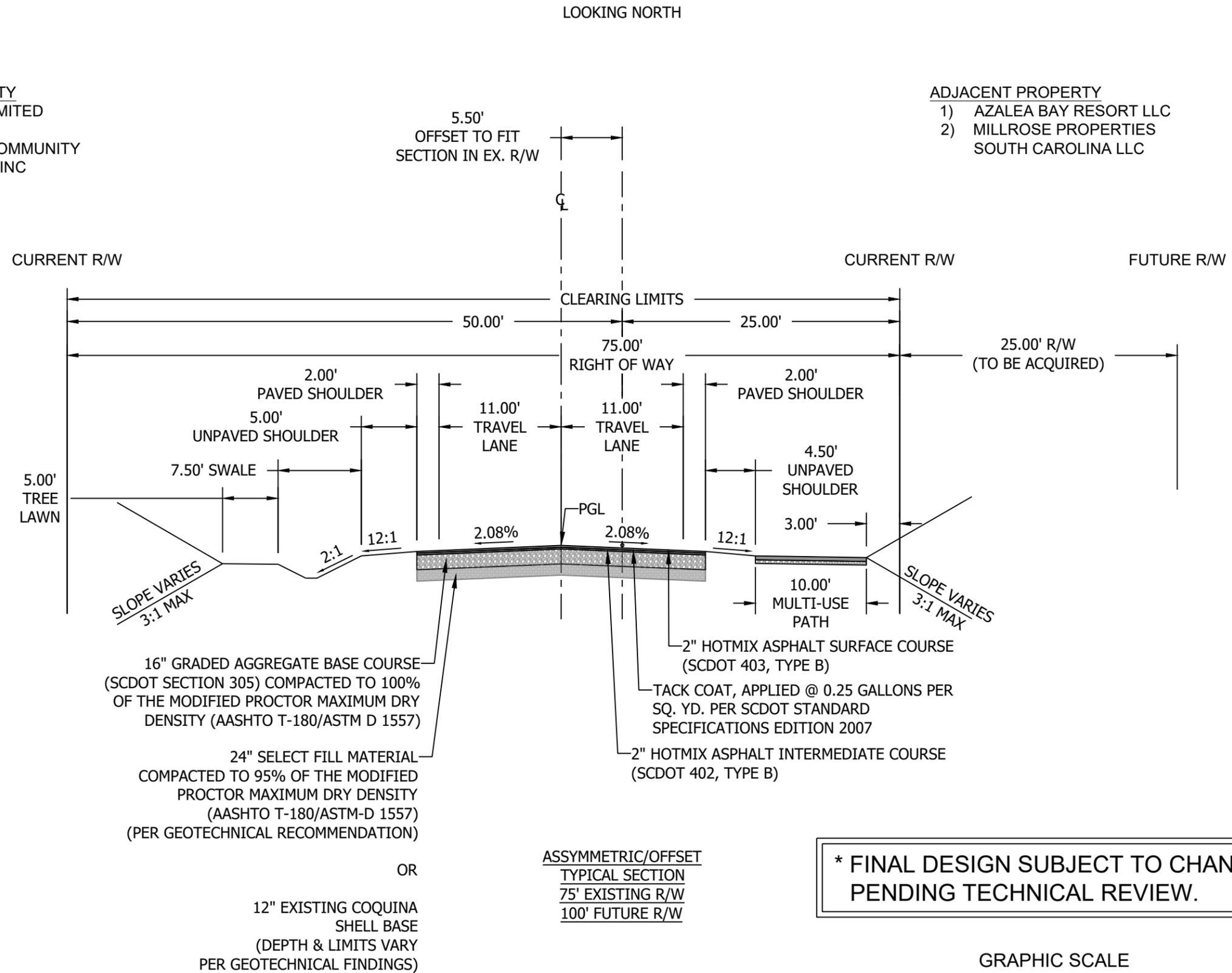
LONG BAY ROAD IMPROVEMENTS

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DESIGNED BY:	MES
CHECKED BY:	MES
DATE:	01/02/2026
EXHIBIT NUMBER:	

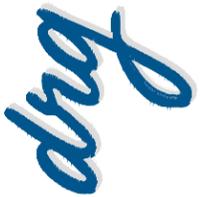
D-1

- ADJACENT PROPERTY
- 1) CF MASTER LIMITED PARTNERSHIP
 - 2) BELLS LAKE COMMUNITY ASSOCIATION INC

- ADJACENT PROPERTY
- 1) AZALEA BAY RESORT LLC
 - 2) MILLROSE PROPERTIES SOUTH CAROLINA LLC



DEVELOPMENT RESOURCE GROUP, LLC
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MYRTLE BEACH, SC 29577
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REVISED TYPICAL SECTION EXHIBIT
(75' RIGHT-OF-WAY)

LONG BAY ROAD IMPROVEMENTS

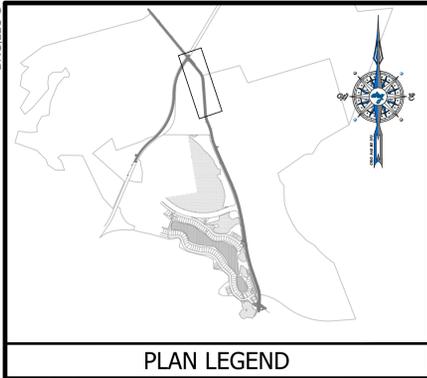
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DESIGNED BY:	MES
CHECKED BY:	MES
DATE:	01/02/2026
EXHIBIT NUMBER:	

D-1

EXHIBIT “D-2”

Long Bay Road Alignment

2026-01-02
DRGPLLC



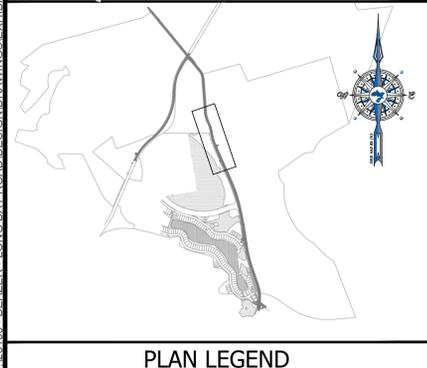
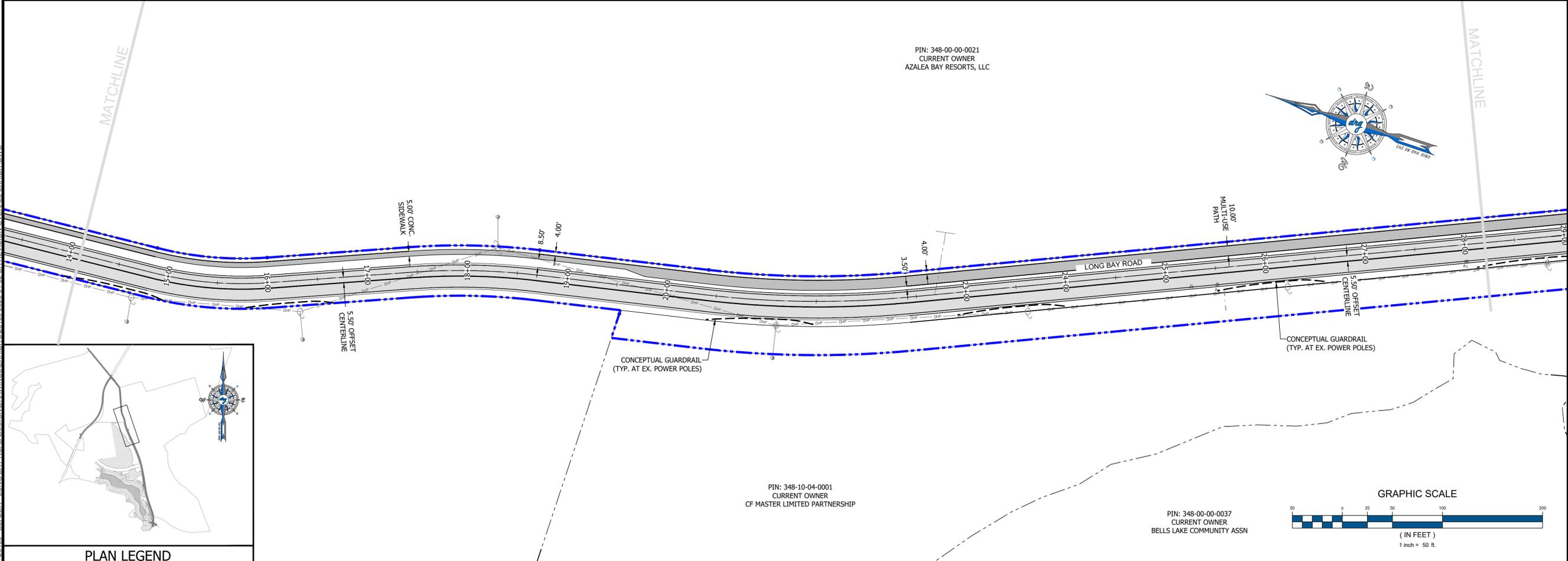
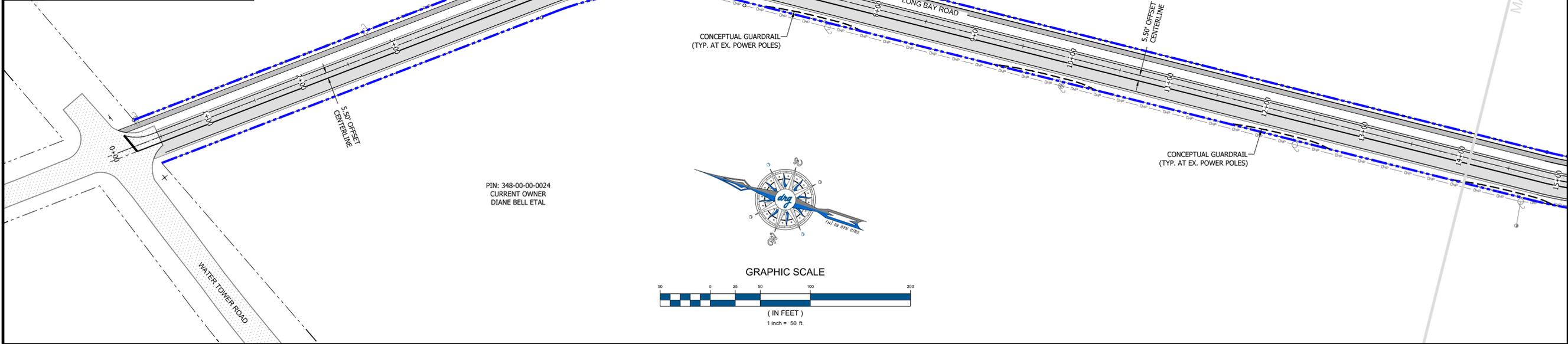
PIN: 348-00-00-0022
CURRENT OWNER
OCEAN GROVE RESORT LLC

PIN: 348-00-00-0021
CURRENT OWNER
AZALEA BAY RESORTS, LLC

* FINAL DESIGN SUBJECT TO CHANGE
PENDING TECHNICAL REVIEW.



DEVELOPMENT RESOURCE GROUP, LLC
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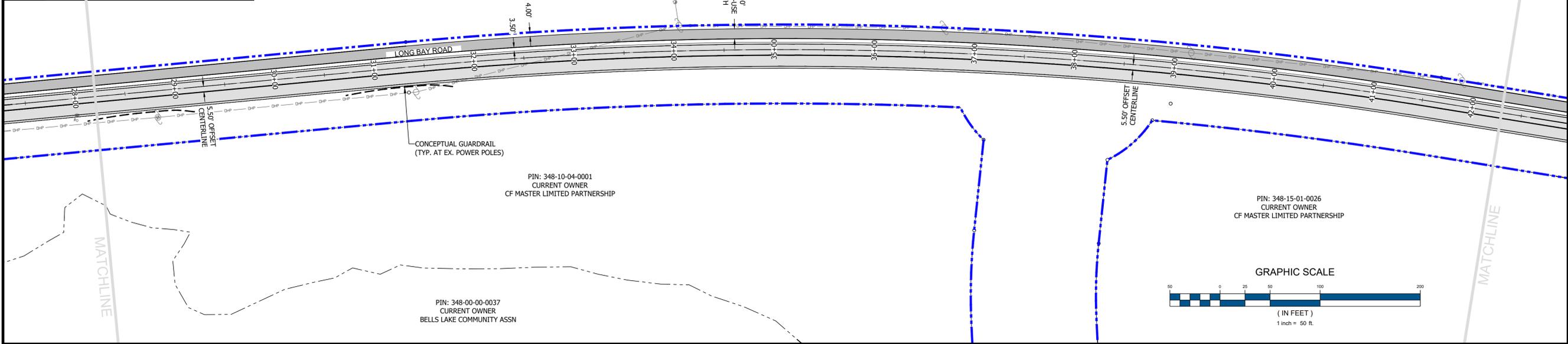
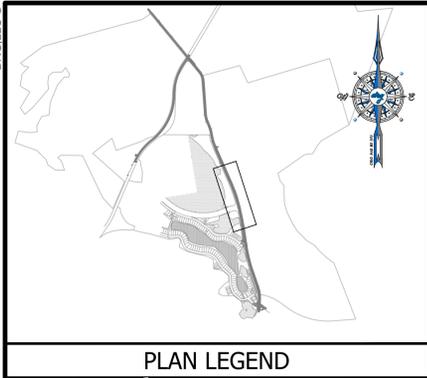
OVERALL ALIGNMENT EXHIBIT

LONG BAY ROAD

JOB NO:	23.109
SCALE:	1" = 200'
DESIGNED BY:	DRG
DATE:	01/02/2026
EXHIBIT NUMBER:	

D-2

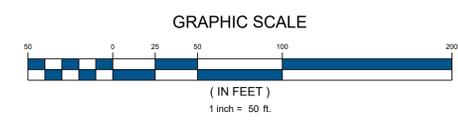
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DRG,LLC ©



* FINAL DESIGN SUBJECT TO CHANGE
PENDING TECHNICAL REVIEW.

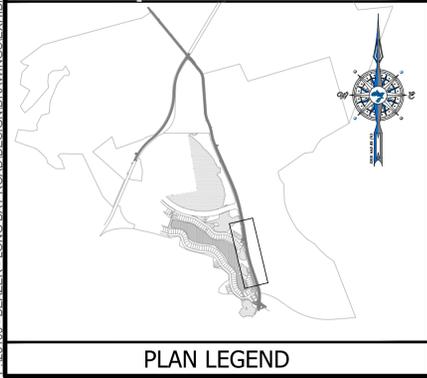
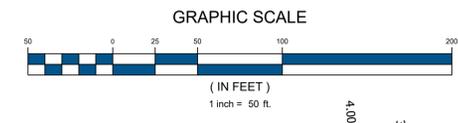
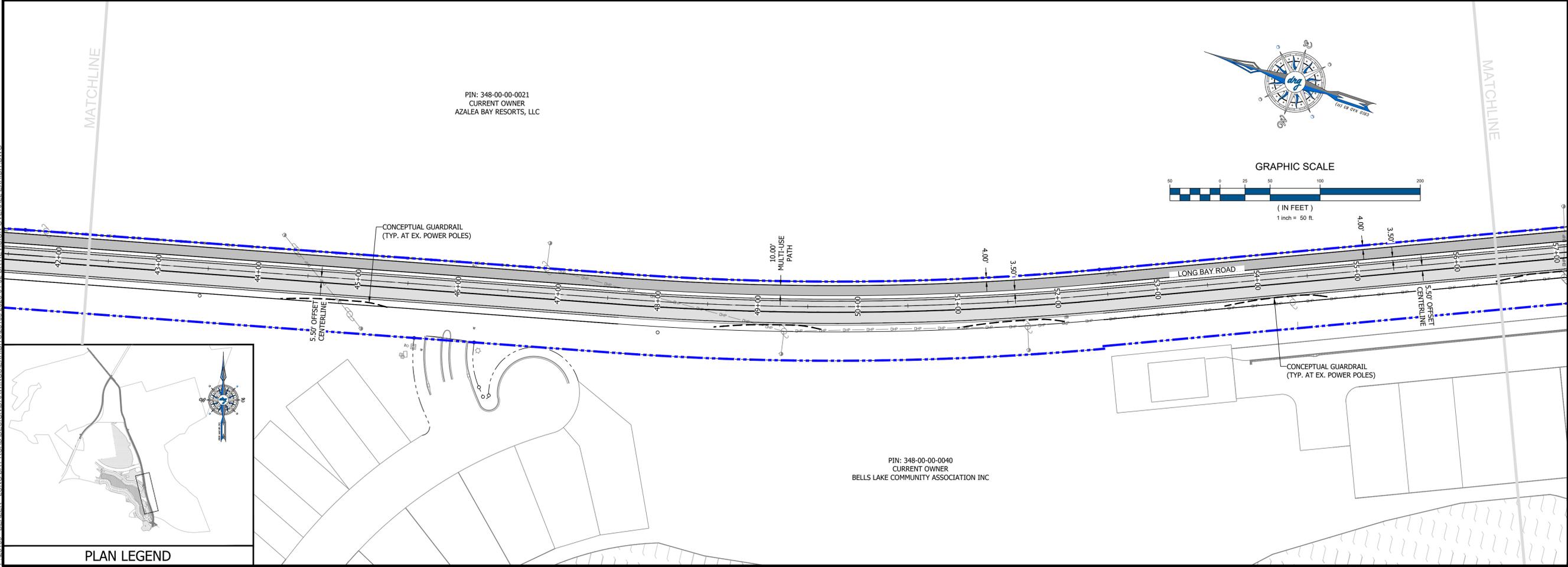


DEVELOPMENT RESOURCE GROUP, LLC
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MYRTLE BEACH, SC 29577
843-839-3350 | DRGPLLC.COM



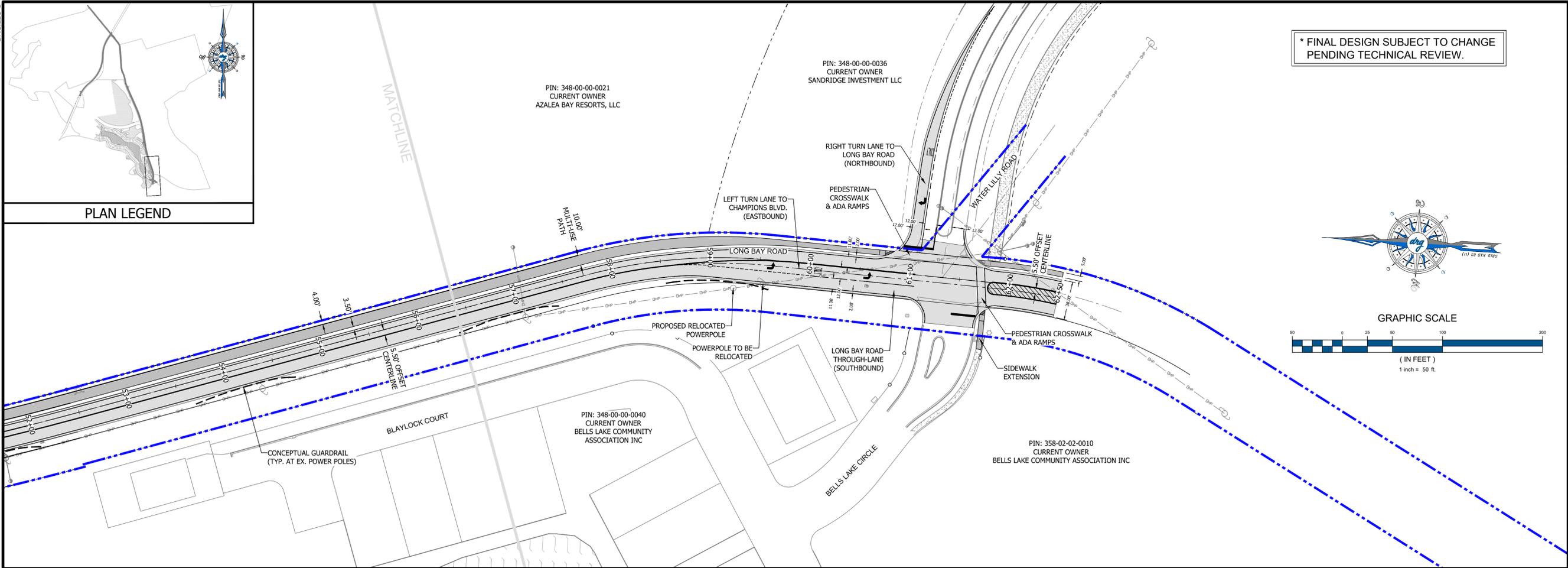
OVERALL ALIGNMENT EXHIBIT
LONG BAY ROAD

P:\23108-BEAZER-LONG BAY ROAD\DESIGN\DRAWINGS\EXHIBITS\23109_2026-01-02_DA_REVISION_OVERALL_EXHIBIT.DWG



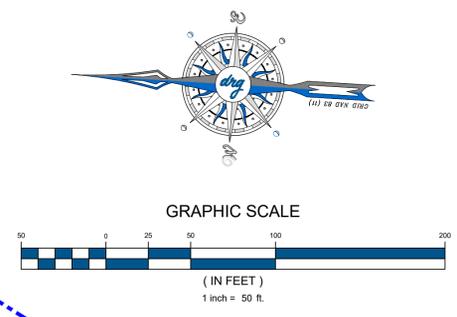
JOB NO:	23.109
SCALE:	1" = 200'
DESIGNED BY:	DRG
DATE:	01/02/2026
EXHIBIT NUMBER:	

D-2



PLAN LEGEND

* FINAL DESIGN SUBJECT TO CHANGE
PENDING TECHNICAL REVIEW.



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

OVERALL ALIGNMENT EXHIBIT

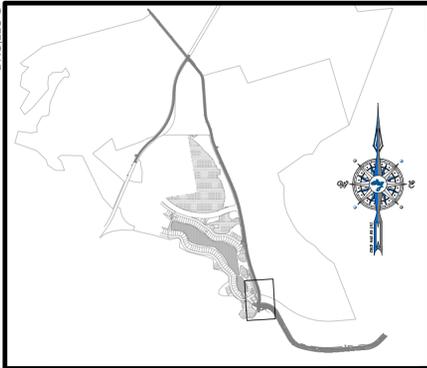
LONG BAY ROAD

JOB NO:	23.109
SCALE:	1" = 200'
DESIGNED BY:	DRG
DATE:	01/02/2026
EXHIBIT NUMBER:	

D-2

EXHIBIT “D-3”

Intersection Improvements



PLAN LEGEND

* FINAL DESIGN SUBJECT TO CHANGE
PENDING TECHNICAL REVIEW.



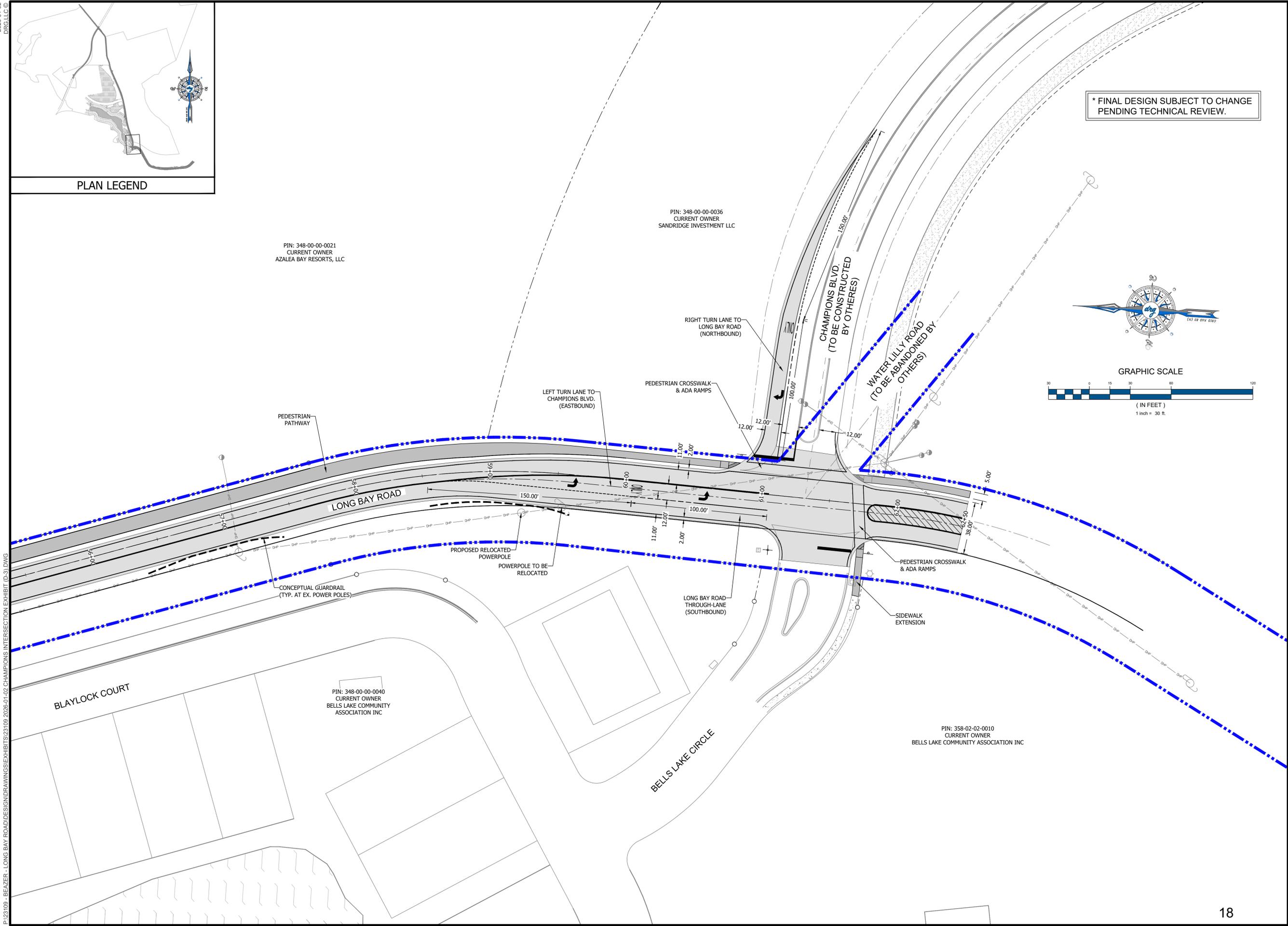
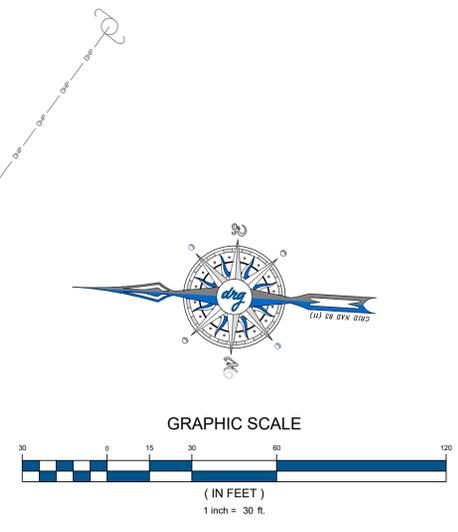
DEVELOPMENT RESOURCE GROUP, LLC
4703 OLEANDER DRIVE
MYRTLE BEACH, SC 29577
843-839-3350 | DRGPLLC.COM

PIN: 348-00-00-0021
CURRENT OWNER
AZALEA BAY RESORTS, LLC

PIN: 348-00-00-0036
CURRENT OWNER
SANDRIDGE INVESTMENT LLC

PIN: 348-00-00-0040
CURRENT OWNER
BELLS LAKE COMMUNITY
ASSOCIATION INC

PIN: 358-02-02-0010
CURRENT OWNER
BELLS LAKE COMMUNITY ASSOCIATION INC



CHAMPIONS BLVD. INTERSECTION IMPROVEMENTS

LONG BAY ROAD

P:23109 - BEAZER - LONG BAY ROAD DESIGN DRAWINGS EXHIBITS 23109 2026-01-02 CHAMPIONS INTERSECTION EXHIBIT (D-3).DWG

JOB NO:	23.109
SCALE:	1" = 30'
DESIGNED BY:	DRG
DATE:	01/02/2026
EXHIBIT NUMBER:	

D-3

EXHIBIT “D-4”

Long Bay Improvement Area

2026-01-02
DRGPLLC



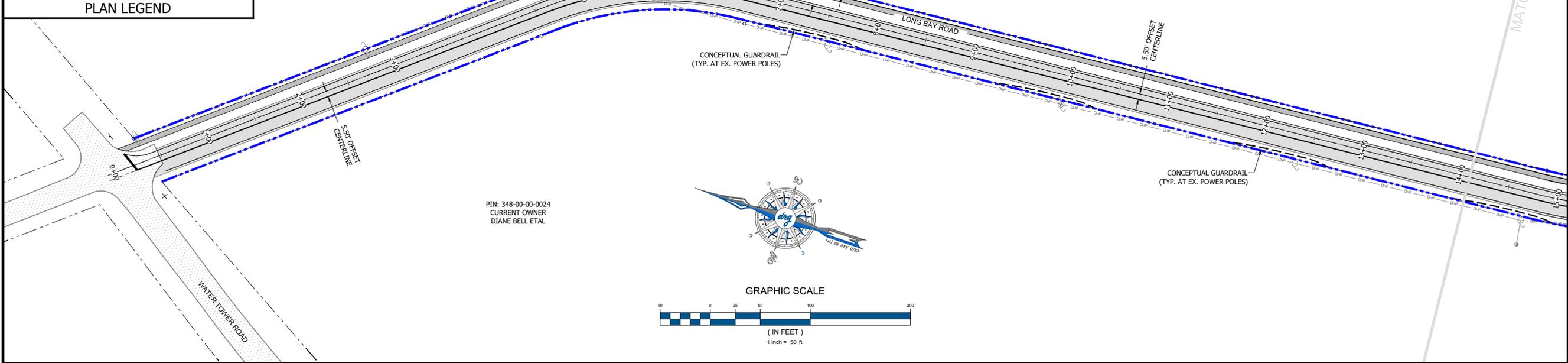
PIN: 348-00-00-0022
CURRENT OWNER
OCEAN GROVE RESORT LLC

PIN: 348-00-00-0021
CURRENT OWNER
AZALEA BAY RESORTS, LLC

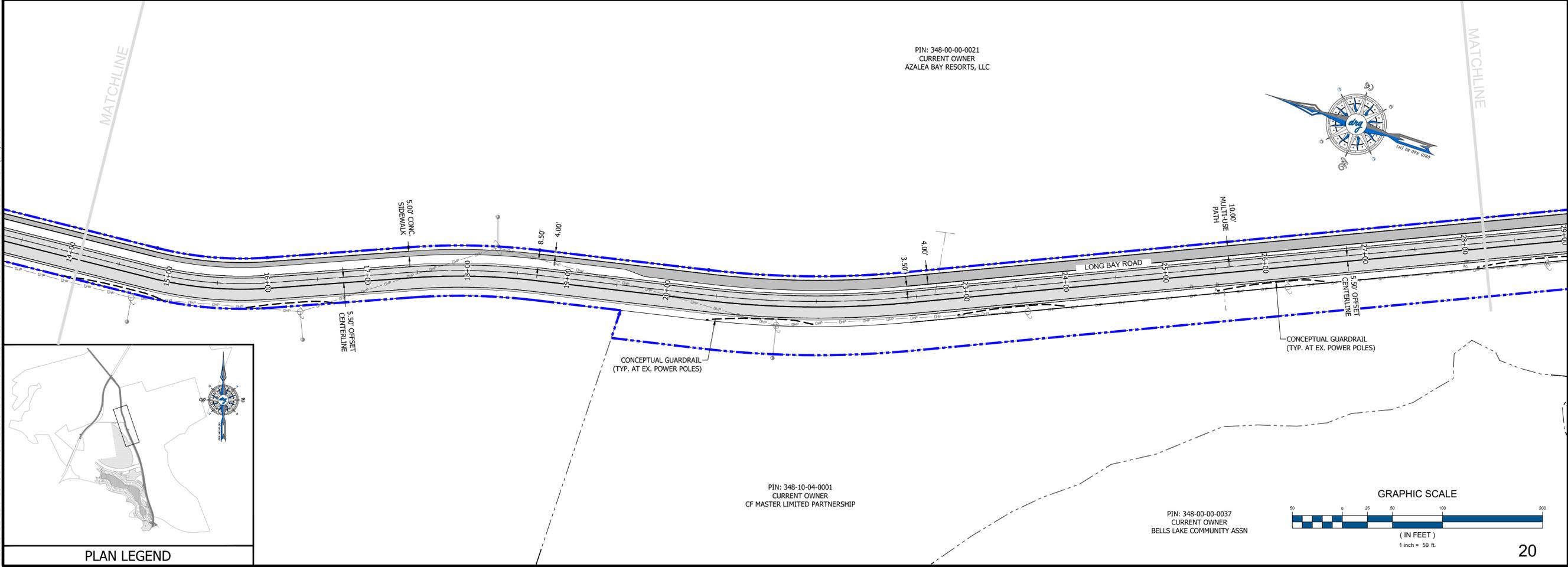
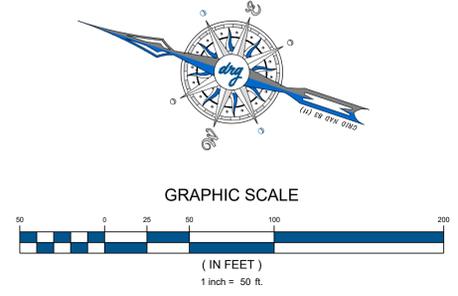
* FINAL DESIGN SUBJECT TO CHANGE
PENDING TECHNICAL REVIEW.



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



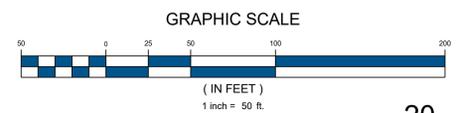
PIN: 348-00-00-0024
CURRENT OWNER
DIANE BELL ETAL



PIN: 348-00-00-0021
CURRENT OWNER
AZALEA BAY RESORTS, LLC

PIN: 348-10-04-0001
CURRENT OWNER
CF MASTER LIMITED PARTNERSHIP

PIN: 348-00-00-0037
CURRENT OWNER
BELLS LAKE COMMUNITY ASSN



LONG BAY ROAD IMPROVEMENT AREA

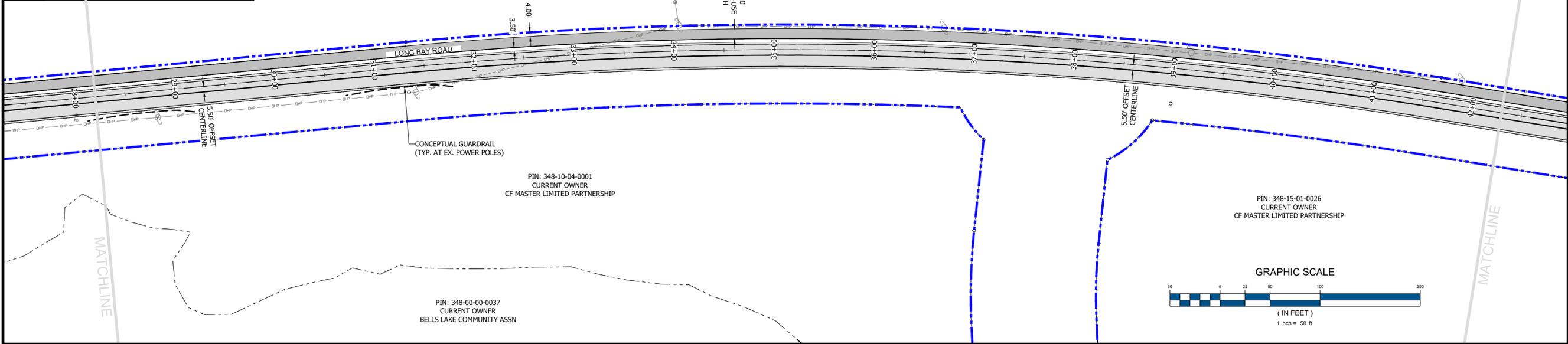
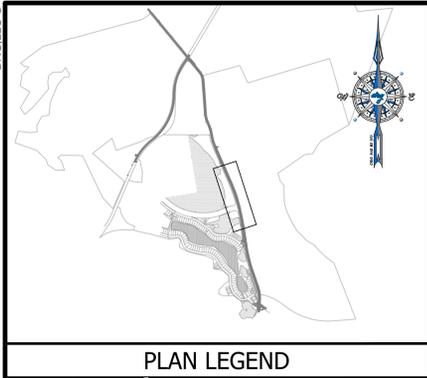
LONG BAY ROAD

JOB NO:	23.109
SCALE:	1" = 200'
DESIGNED BY:	DRG
DATE:	01/02/2026
EXHIBIT NUMBER:	

D-4

P:23109 - BEAZER - LONG BAY ROAD DESIGN DRAWINGS EXHIBIT S:23109 2026-01-02 DA REVISION OVERALL EXHIBIT (D-4).DWG

2026-01-02
DRG,LLC ©



* FINAL DESIGN SUBJECT TO CHANGE
PENDING TECHNICAL REVIEW.

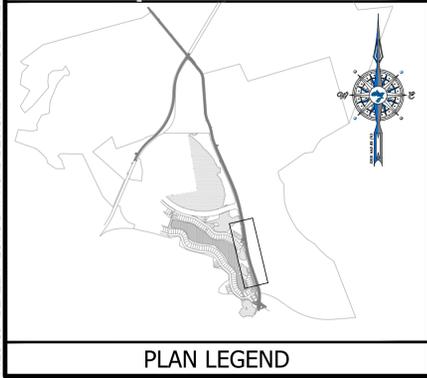
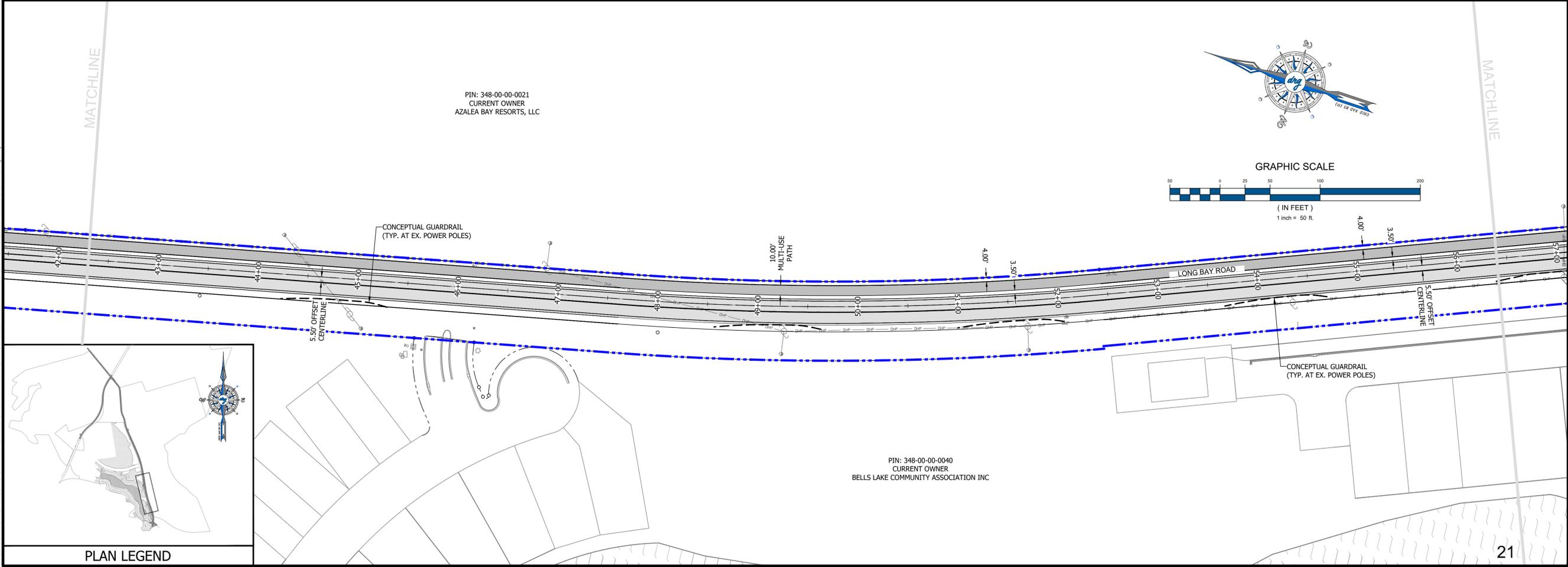


DEVELOPMENT RESOURCE GROUP, LLC
4703 OLEANDER DRIVE
MYRTLE BEACH, SC 29577
843-839-3350 | DRGPLLC.COM

LONG BAY ROAD IMPROVEMENT AREA

LONG BAY ROAD

P:23109 - BEAZER - LONG BAY ROAD DESIGN EXHIBIT S:23109 2026-01-02 DA REVISION OVERALL EXHIBIT (D-4).DWG



JOB NO:	23.109
SCALE:	1" = 200'
DESIGNED BY:	DRG
DATE:	01/02/2026
EXHIBIT NUMBER:	

D-4

EXHIBIT “D-5”

Performance Bond Form

Bond No. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that BEAZER HOMES, LLC, a Delaware limited liability company, having an address at 100 Sutter Drive, Suite 200, Myrtle Beach, South Carolina 29575, as Principal, and UNITED STATES FIRE INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Delaware, and authorized to transact business in the State of South Carolina, as Surety, are held and firmly bound unto the CITY OF NORTH MYRTLE BEACH, a South Carolina municipal corporation, having an address at 1018 2nd Avenue South, North Myrtle Beach, South Carolina 29582, as Obligee, in the sum of THREE MILLION SEVEN HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED NINE AND 13/100 (\$3,717,809.13) DOLLARS, for the payment of which sum, well and truly made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents, subject to the conditions set forth below.

WHEREAS, the Principal, pursuant to that certain Development Agreement by and between Principal and Obligee, dated September 5, 2023, and recorded September 27, 2023 in Deed Book 4728 at Page 1305, as amended by First Amendment to Development Agreement, dated February __, 2026, and recorded February __, 2026 in Deed Book __ at Page __, in the Office of the Register of Deeds for Horry County, South Carolina (collectively the "Development Agreement") has agreed to construct, or has constructed certain improvements to Long Bay Road as more fully set forth in the Development Agreement (collectively the "Improvements"), a roadway previously maintained by Horry County, to be maintained by Obligee upon Principal's completion of such improvements, in accordance with the terms of the Development Agreement.

WHEREAS, pursuant to the terms of the Development Agreement, the Improvements are to be completed by Principal on or before the first anniversary of the final approval of the First Amendment by Obligee, on the __ day of __, 2027, and if not complete by such date, Principal has an additional One Hundred Twenty (120) day cure period following written notice of default from the Obligee to Principal. Therefore, in the event the Improvements are not complete on or before the __ day of __, 2027, plus an additional period of One Hundred Twenty (120) days following written notice of default from Obligee to Principal, the Obligee may present this Performance Bond to Surety for payment of the above specified sum.

NOW, THEREFORE, the condition of this obligation is such that if said Principal shall well and truly complete the Improvements in accordance with the terms of the Development Agreement on or before the __ day of __, 2028, then this obligation shall be void, otherwise this obligation shall remain in full force and effect.

Signed, sealed and dated this __ day of __, 2026.

PRINCIPAL:

BEAZER HOMES, LLC

By: _____

Title: _____

SURETY:

UNITED STATES FIRE INSURANCE COMPANY

By: _____

James I. Moore, Attorney-in-Fact

EXHIBIT “D-6”

Engineer’s Estimate of Cost

EXHIBIT D-6

December 11, 2025

Mr. Dana Hamilton P.E.,
 Director of Public Works/City Engineer
 1018 2nd Avenue S.
 N. Myrtle Beach, South Carolina 29582

Re: Long Bay Road, DRGPN 23.109

Dear Mr. Hamilton,

Please accept this letter, on behalf of Beazer Homes, as our request for a Development Agreement Amendment for Long Bay Road. Below is a schedule of contract values, which is the basis for our opinion of the construction value to complete.

Item Description	Item Amount	% Complete	Remaining
Long Bay Road			
Clearing	\$50,000.00	0%	\$50,000.00
Earthwork	\$65,360.00	0%	\$65,360.00
Erosion Control	\$102,760.42	0%	\$102,760.42
Grading	\$197,270.00	0%	\$197,270.00
Roadway	\$1,221,590.00	0%	\$1,221,590.00
Storm Drainage	\$236,409.00	0%	\$236,409.00
Signage and Striping	\$50,000.00	0%	\$50,000.00
Concrete Sidewalk (Pedestrian Path)	\$305,150.00	0%	\$305,150.00
Mobilization	\$15,000.00	0%	\$15,000.00
General Conditions and License	\$235,000.00	0%	\$235,000.00
Project Sub-Total	\$2,478,539.42		\$2,478,539.42
Long Bay Road		150%	\$3,717,809.13

We propose a bond amount of 150% of the total value for the Long Bay Road project of **\$3,717,809.13**. Please call if you have any questions or need any additional information.

Sincerely,
 Development Resource Group, LLC.


 Mark E. Stoughton, P.E.

(843) 839-3350

office@drgpllc.com
 www.drgpllc.com

4703 Oleander Drive
 Myrtle Beach, SC 29577

12/11/2025

EXHIBIT D-6
Long Bay Road OPC by DRG



Development
Resource
Group, LLC
4703 Oleander
Drive
Myrtle Beach,

DIVISION 100 - GENERAL & MISCELLANEOUS		Based on Market Values			
		Quantity	Unit	Unit Cost	Total cost
1	Mobilization	1	Lump Sum	15,000.00	\$ 15,000.00
2	Layout, Staking & Asbuilt Data Collection	1	Lump Sum	50,000.00	\$ 50,000.00
3	Traffic Control	1	Lump Sum	150,000.00	\$ 150,000.00
4	Clean/Sweep - Roadways	1	Lump Sum	15,000.00	\$ 15,000.00
5	Business Licensing	1	Lump Sum	20,000.00	\$ 20,000.00
					\$ -
END	DIVISION 100 - GENERAL & MISCELLANEOUS	Subtotal			\$ 250,000.00
DIVISION 200 - CLEARING & DEMOLITION		Quantity	Unit	Unit Cost	Total cost
1	Clearing & Grubbing	1	Lump Sum	50,000.00	\$ 50,000.00
					\$ -
END	DIVISION 200 - CLEARING & DEMOLITION	Subtotal			\$ 50,000.00
DIVISION 300 - DRAINAGE		Quantity	Unit	Unit Cost	Total cost
1	#57 Stone to Bed Storm Pipe	200	Ton	80.00	\$ 16,000.00
2	Catch Basin	10	EA	4,500.00	\$ 45,000.00
3	Junction Box	3	EA	5,550.00	\$ 16,650.00
4	15" RCP Class 3 T&G	37	LF	74.00	\$ 2,738.00
5	24" RCP Class 3 T&G	487	LF	78.00	\$ 37,986.00
6	30" RCP Class 3 T&G	205	LF	105.00	\$ 21,525.00
7	36" RCP Class 3 T&G	34	LF	150.00	\$ 5,100.00
8	30" CPPP	549	LF	140.00	\$ 76,860.00
9	Tie Into Existing	1	LS	2,000.00	\$ 2,000.00
10	15" FES	1	EA	950.00	\$ 950.00
11	24" FES	8	EA	1,000.00	\$ 8,000.00
12	30" FES	3	EA	1,200.00	\$ 3,600.00
					\$ -
END	DIVISION 300 - DRAINAGE	Subtotal			\$ 236,409.00
DIVISION 400 - EROSION CONTROL		Quantity	Unit	Unit Cost	Total cost
1	Silt Fence - Standard	13000	LF	5.00	\$ 65,000.00
2	Inlet Protection	10	EA	325.00	\$ 3,250.00
3	Seeding/Grassing	293006	SF	0.07	\$ 20,510.42
4	Outlet Protection	14	EA	1,000.00	\$ 14,000.00
					\$ -
END	DIVISION 400 - EROSION CONTROL	Subtotal			\$ 102,760.42
DIVISION 500 - EARTHWORK		Quantity	Unit	Unit Cost	Total cost
1	On-Site Cut to Fill "Suitable"	6420	CY	8.00	\$ 51,360.00
2	Haul Excess Material Off-Site	1000	CY	14.00	\$ 14,000.00
					\$ -
END	DIVISION 500 - EARTHWORK	Subtotal			\$ 65,360.00
DIVISION 600 - GRADING		Quantity	Unit	Unit Cost	Total cost
1	Fine Grade Shoulders/Disturbed Areas	13866	SY	5.00	\$ 69,330.00
2	Subgrade for Roadway	8005	SY	4.00	\$ 32,020.00
3	Fine Grade for Roadways	18500	SY	5.00	\$ 92,500.00
4	Subgrade All Weather Access	380	SY	4.00	\$ 1,520.00

5	Fine Grade All Weather Access	380	SY	5.00	\$ 1,900.00
					\$ -
END	DIVISION 600 - GRADING	Subtotal			\$ 197,270.00
DIVISION 700 - ASPHALT PAVING & CONCRETE					
#	Item	Quantity	Unit	Unit Cost	Total cost
1	Install 2" Surface Asphalt	18500	SY	20.00	\$ 370,000.00
2	Install 2" Binder Asphalt	18500	SY	19.00	\$ 351,500.00
3	Place & Compact 6" GABC All Weather Access	380	SY	18.00	\$ 6,840.00
4	On-Site Signs & Striping	1	Lump Sum	50,000.00	\$ 50,000.00
5	8" GABC	10750	SY	20.00	\$ 215,000.00
6	16" GABC	7950	SY	35.00	\$ 278,250.00
7	4" Concrete Sidewalk (Pedestrian Path)	50858	SF	6.00	\$ 305,150.00
					\$ -
END	DIVISION 700 - ASPHALT PAVING & CONCRETE	Subtotal			\$ 1,576,740.00
DIVISION 801 - SANITARY SEWER					
#	Item	Quantity	Unit	Unit Cost	Total cost
					\$ -
END	DIVISION 801 - SANITARY SEWER	Subtotal			\$ -
DIVISION 802 - WATER DISTRIBUTION					
#	Item	Quantity	Unit	Unit Cost	Total cost
					\$ -
END	DIVISION 802 - WATER DISTRIBUTION	Subtotal			\$ -
DIVISION 803 - UTILITY MISC. - Force Main & Pump Station					
#	Item	Quantity	Unit	Unit Cost	Total cost
					\$ -
END	DIVISION 803 - UTILITY MISC. - Force Main & Pump Station	Subtotal			\$ -
		Subtotal			\$ 2,478,539.42
		50% Contingency			\$ 1,239,269.71
		TOTAL ESTIMATE			\$ 3,717,809.13

Opinions of Cost: Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. The Client will pay for consultants' services required to bring costs within any limitation established by the Client as Additional Services.

a conservation easement or other restrictive covenant, whereby any portion of the Property not shown as single-family homes or amenities on the approved Concept Plan is restricted for future development of such portion of the Property. Notwithstanding the above restriction, the parties agree that, for purposes of this Agreement, any conveyance by Developer of a portion of the 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 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) **Minimum Rental Term.** Developer, or the then current owner of the Project, agree that the minimum term of any rental agreement for Residential Units constructed upon the Property shall be Six (6) months, provided that following any such initial Six (6) month period, residential leases may be extended for periods of less than Six (6) months to the same tenant, provided such extensions are for successive periods of not less than Thirty (30) days. No Sub-lease or assignment shall be permitted which would result in a party occupying a Residential Unit for a period of less than Six (6) months, the express intent of this provision being to prohibit short-term and/or overnight rentals. In addition to including the terms and conditions of such short term rental prohibition in the CCRs (as defined below), the Developer covenants and agrees to include the terms and conditions of such short term rental prohibition in any sales and marketing materials or other disclosures provided to third-party purchasers, or to otherwise notify third-party purchasers of the terms and conditions of such short term rental prohibition, and the Developer shall certify to the City that it has done so in writing prior to the sale of any Residential Unit to a third-party purchaser.
- (C) **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:

BEAZER HOMES, 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 BEAZER HOMES, 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: _____

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: March 2, 2026

Agenda Item: 7A	Prepared by: L. Suzanne Pritchard, PLA, AICP, CFM
Agenda Section: New Business: Ordinance. First Reading	Date: February 25, 2026
Subject: Amendments to Chapter 23, Zoning, of the Code of Ordinances of North Myrtle Beach, South Carolina, requiring screening for mechanical equipment in setbacks [ZTX-26-1]	Division: Planning and Development

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.

Proposal:

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 yard setback, it must be screened from adjacent properties.

Planning Commission Action:

The Planning Commission conducted a public hearing on February 17, 2026, and voted unanimously to recommend approval of the zoning amendment. There was no public comment.

Recommended Action:

Approve or deny the ordinance on first reading

Reviewed by Department Head

Reviewed by City Manager

Reviewed by City Attorney

Council Action:

Motion By _____ 2nd By _____ To _____

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH MYRTLE BEACH PROVIDING THAT THE CODE OF ORDINANCES, CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA, BE AMENDED BY REVISING CHAPTER 23, ZONING, ARTICLE VII, GENERAL AND SUPPLEMENTAL REGULATIONS, § 23-105 OF SAID CODE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA, IN COUNCIL DULY ASSEMBLED, THAT:

Section 1. That *Section 23-105. - Structures projecting into required yards*, be revised to read 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, ~~and~~ non-portable electric generators, and not more than two above-ground propane tanks less than 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 view from adjacent properties or streets by a fence, wall, or comparable screening structure. Screening shall extend to at least 12 inches above the top of the equipment being screened and may begin no more than six inches above finished grade. Screening materials need not be solid but shall provide effective visual opacity. Screening shall comply with all applicable manufacturer clearance, ventilation, and safety requirements. This requirement shall not apply

to equipment elevated above base flood elevation within a Special Flood Hazard Area and installed more than three feet above finished grade.

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, non-portable electric generators, and propane tanks must meet the setbacks of the zoning districts.

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

FIRST READING: 3.2.2026
SECOND READING: _____

REVIEWED:

City Manager

ORDINANCE: _____

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).

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: March 2, 2026

Agenda Item: 7B	Prepared by: L. Suzanne Pritchard, PLA, AICP, CFM
Agenda Section: New Business: Ordinance. First Reading	Date: February 25, 2026
Subject: Petition for Annexation and Zoning Designation for ±64.46 acres on SC Highway 90 [Z-25-20]	Division: Planning and Development

Background:

Cameron Parker, agent for owner, has petitioned the City of North Myrtle Beach 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:

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). Upon annexation, the parcel would be designated HC as per Exhibit A: Zoning Map Z-25-20, prepared by the City of North Myrtle Beach Planning and Development Department depicting the annexation boundary. A proposed ordinance has been attached for Council’s review.

Proposed 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 10 feet for the first 35 feet plus one foot for each one and one-half feet over 35 feet; for each building in excess of 80 feet in width, one additional foot on each side shall be required for each seven feet in building width over 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 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 200 feet in width, the following setbacks shall be required on the end units; further provided that such projects (buildings) shall not exceed 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 90-degree (or less) cutoff luminaire angled away from non-commercial properties with a maximum height of 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 75,000 square feet or greater.

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

⁵A 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:

The Planning Commission held a public hearing on February 17, 2026, and voted to recommend approval of the annexation and zoning designation, citing "A," where necessary to implement the Comprehensive Plan. Two residents of the Park Pointe neighborhood spoke during the public hearing:

- One resident expressed concern regarding the allowance of adult entertainment uses within the HC zoning district. The developer's representative stated that the Development Agreement could include a provision prohibiting such uses on these parcels.
- A second resident requested clarification regarding the location of the parcels and the annexation process. Staff and commissioners explained the site boundaries and noted that details related to access, layout, and permitted uses would be addressed in the accompanying Development Agreement.

No additional public comments were received.

Recommended Action:

Approve or deny the proposed ordinance on first reading

Reviewed by Department Head

Reviewed by City Manager

Reviewed by City Attorney

Council Action:

Motion By _____ 2nd By _____ To _____

ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH MYRTLE BEACH
ANNEXING ±64.46 ACRES IDENTIFIED BY
PINS 349-00-00-0006 AND 349-00-00-0007.**

WHEREAS, Cameron Parker, agent for the owner, has petitioned the City of North Myrtle Beach for annexation of ±64.46 acres consisting of the following parcel PINs 349-00-00-0006 and 349-00-00-0007 as referenced on Exhibit A: Zoning Map Z-25-20, prepared by the City of North Myrtle Beach Planning and Development Department depicting the annexation boundary, which is attached hereto and incorporated herein by reference; and

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

WHEREAS, the City Council has received a report from the Planning Commission recommending the subject property be zoned Highway Commercial (HC) upon annexation.

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

Section 1. Annexation. That parcel identified by PINs 349-00-00-0006 and 349-00-00-0007 (the “Annexed Parcel”), consisting of approximately ±64.46 acres and depicted on Exhibit A, and all contiguous portions of all public rights-of-way, streets, and highways are hereby annexed pursuant to Sections 5-3-150 and 5-3-240 of the Code of Laws of South Carolina, 1976, as amended.

Section 2. Zoning Designation. The Annexed Parcel is hereby designated and zoned as Highway Commercial (HC).

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

ATTEST:

Mayor J.O. Baldwin, III

City Clerk

APPROVED AS TO FORM:

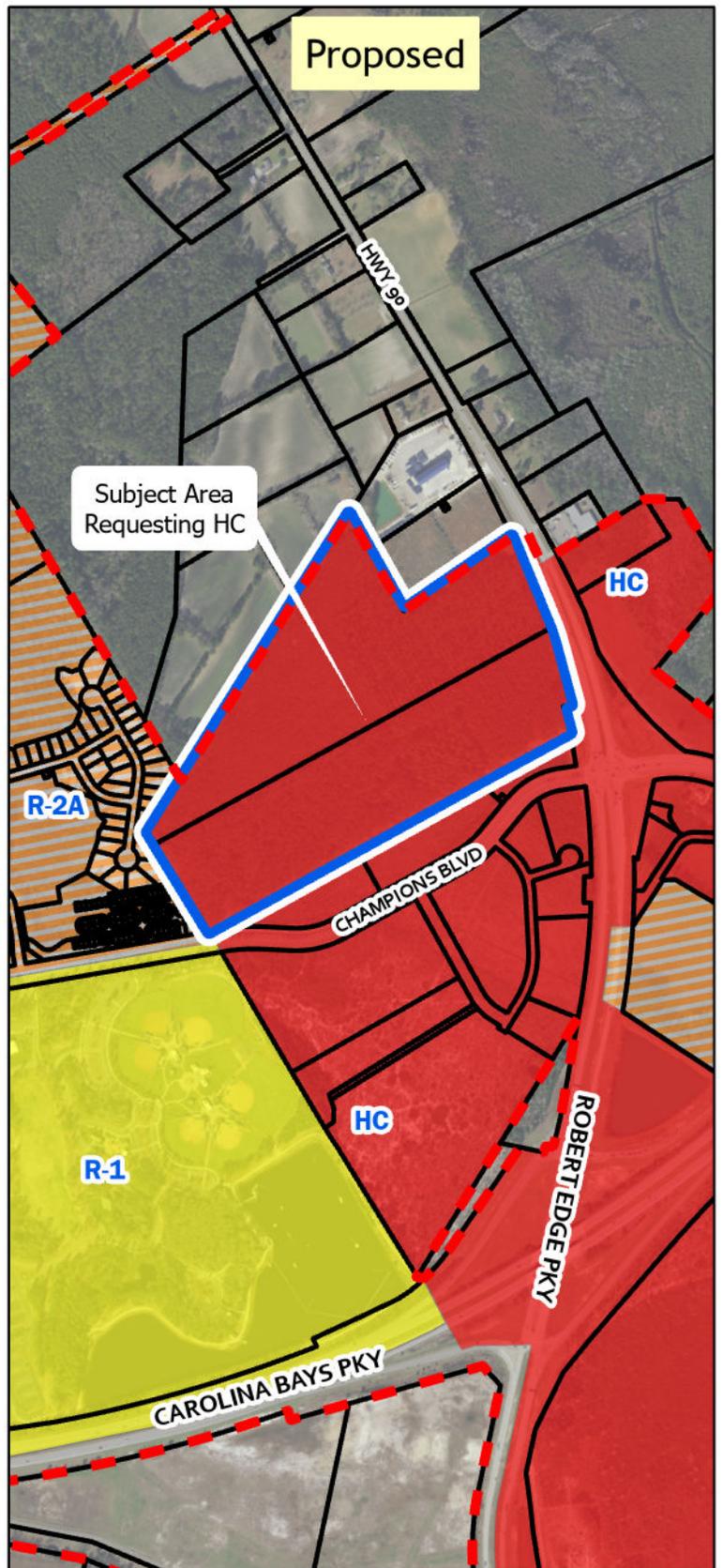
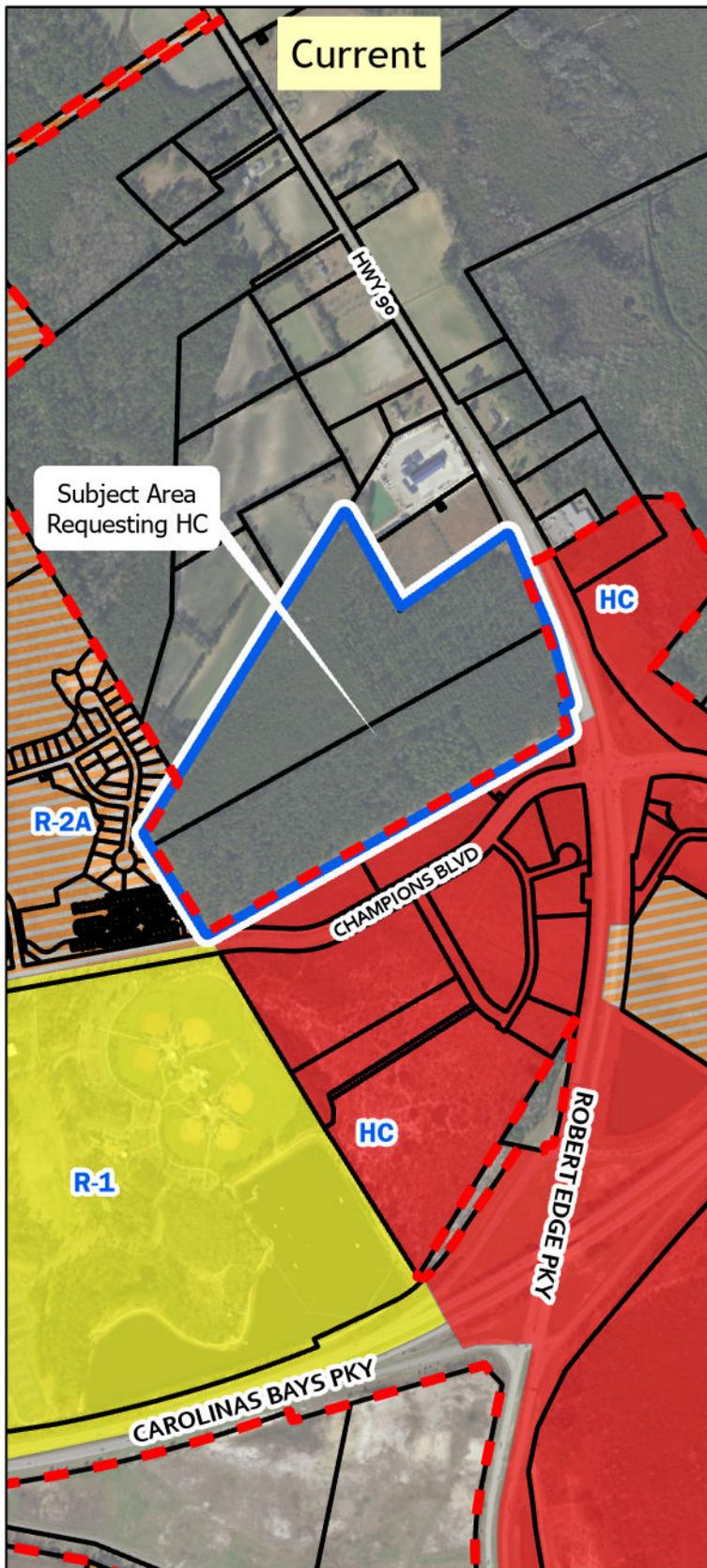
City Attorney

FIRST READING: 3.2.2026
SECOND READING: _____

REVIEWED:

City Manager

ORDINANCE: _____

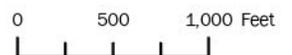


Legend

-  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



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 SCDOT 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.

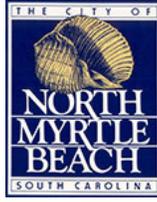
OR

- 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

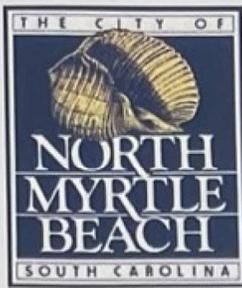
GENERAL INFORMATION

Date of Request: December 3, 2025	Property PIN(S): 34900000006, 34900000007
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

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.



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

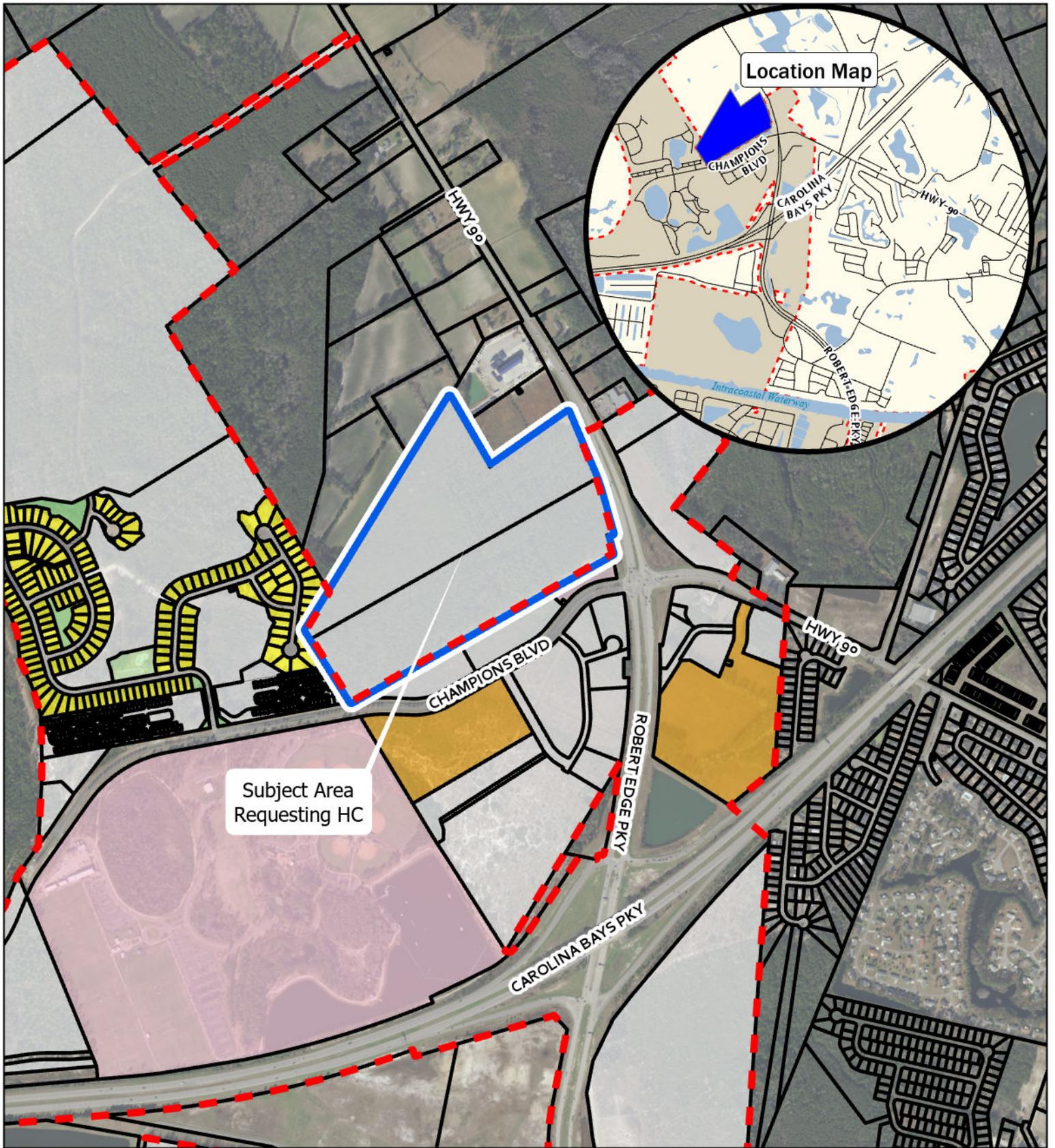
Signature

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.



-  North Myrtle Beach City Limit
-  Subject Area

- Existing Land Use**
-  Amenity Area
 -  Common Open Space

Legend

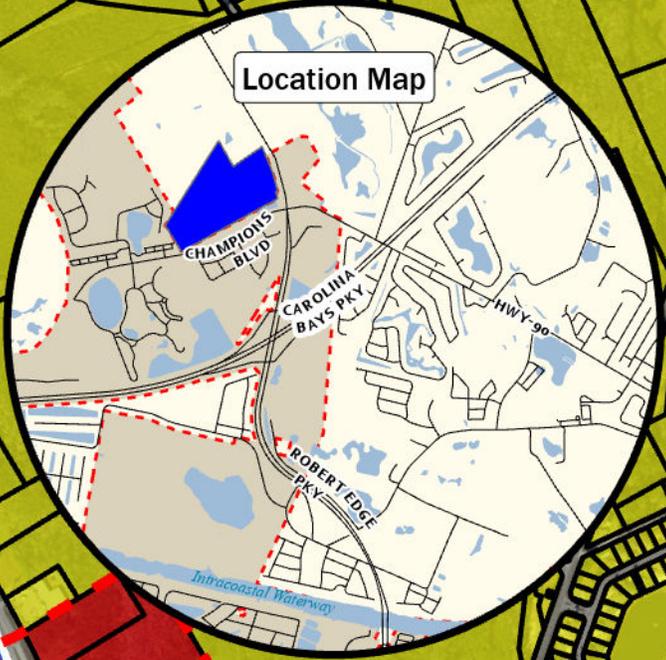
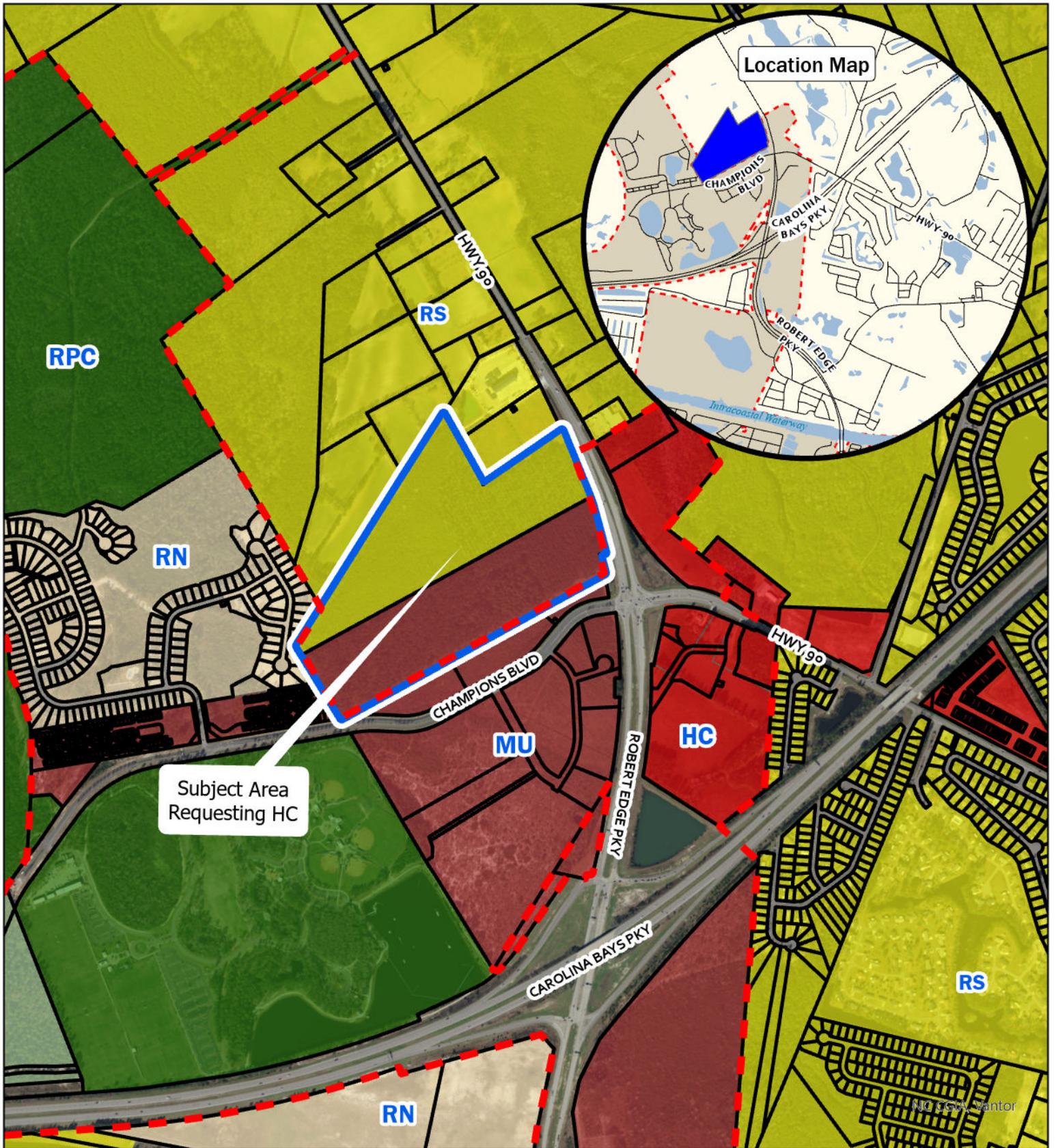
-  Multi-Family
-  Private Common Open Space
-  Single-Family

-  Vacant



Existing Land Use

0 500 1,000 Feet

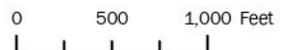


Legend

-  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



REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: March 2, 2026

Agenda Item: 7C	Prepared by: Chris Noury, City Attorney
Agenda Section: New Business: Second Public Hearing	Date: February 26, 2026
Subject: Regarding the Development Agreement for Champions Boulevard Commercial project	Division: Legal

Background:

The principal provisions of the proposed Development Agreement for Champions Boulevard Commercial are summarized as follows:

Term:

The initial term of the Development Agreement shall be five (5) years. The Agreement shall automatically renew for one additional five (5) year term upon expiration of the initial term, provided the Developer is not in default.

Exterior Partial Perimeter Wall:

The Developer shall construct a partial perimeter masonry wall not less than eight (8) feet in height along the property boundary adjacent to the Park Ridge Horizontal Property Regime (“Park Ridge”) and the Park Pointe subdivision. The wall is intended to provide privacy and serve as a barrier between the Project and Park Ridge and Park Pointe.

In addition, the Developer shall install landscaping materials—consisting of canopy trees, shrubs, and ornamental grasses—with a minimum depth of twenty-five (25) feet on the *Project side of the wall*. This landscaping buffer is intended to eliminate the need for maintenance access and personnel along the rear of the residences located in Park Ridge and Park Pointe.

Pedestrian Connection to Park Ridge and/or Park Pointe:

If Park Ridge or Park Pointe provides written notice to the Developer within sixty (60) days following final approval of the Agreement that either or both neighborhoods desire a pedestrian connection through the perimeter wall to the subject property, the Developer shall commence construction of the perimeter wall on or before the date the first building permit is issued. The wall shall be constructed to accommodate installation of not more than two (2) pedestrian gates for each neighborhood, or alternatively, one (1) shared access point for use by both neighborhoods, at the option of Park Ridge and Park Pointe.

The respective neighborhood(s) shall be responsible for the installation, maintenance, and operation of any gate(s), including coded access systems utilizing cards, fobs, key-pad entry, or traditional keyed access.

Off-Site Road Improvements:

Subject to approval by the South Carolina Department of Transportation, the Developer shall undertake improvements to Robert Edge Parkway, including construction of two (2) separate right-in, right-out entrances with associated acceleration and deceleration lanes.

The Developer shall also complete improvements to Champions Boulevard, consisting of one (1) full-access entrance and three (3) right-in, right-out entrance lanes, together with the associated acceleration and deceleration lanes.

Limitations on Uses within the Highway Commercial District:

Notwithstanding that the subject property is zoned Highway Commercial (HC), the Developer agrees to prohibit the following uses on the subject property: Adult entertainment establishments, cemeteries, funeral homes, and crematoriums.

Recommended Action:

Allow comments from the public regarding the proposed Development Agreement

Reviewed by Department Head

Reviewed by City Manager

Reviewed by City Attorney

Council Action:

Motion By _____ 2nd By _____ To _____

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, consisting of approximately 73.5 acres (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. **EXECUTED COPY OF AGREEMENT.** On or before Ten (10) business days after final approval by City Council of this Agreement, Developer shall deliver an original executed copy of this Agreement to the City for recording as provided below.

3. **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.

4. **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.

“Conceptual Master Site Plan” means that certain initial Conceptual Master Site Plan prepared by Developer, which Conceptual Mater 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 would remain subject to final approval of 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 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.

“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.

“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.

“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 5 hereof.

5. **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.

6. **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.

7. **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 commercial 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 building 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 commercial 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.

8. **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.

9. **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 commercial 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.

10. **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, in accordance with the Code of Ordinances. 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.

11. **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 properties 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.

12. **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, as applied to the actual uses and locations of such uses which may be proposed for the Subject Property, subject to the terms of this Agreement, 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 Pointe 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, abutting the above referenced partial perimeter wall along the boundary of the Subject Property with the existing Park Ridge HPR and Park Pointe Subdivision, placed on the side of such wall adjacent to the Subject Property, so as to avoid the need for maintenance access and personnel along with rear of residences in 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) **Pedestrian Connection to Park Ridge HPR and/or Park Pointe Subdivision**. Developer agrees, as a public benefit, that, provided either or both of Park Ridge HPR and Park Pointe Subdivision notify Developer on or before the date which is Sixty (60) days following final approval of this Agreement, that either of both Park Ridge HPR and Park Pointe Subdivision desire a pedestrian connection to the Subject Property, through the perimeter wall to be installed by Developer pursuant to the terms of this Agreement, then, on or before the date on which the first building permit is issued for the Subject Property, Developer shall commence construction of the partial perimeter wall described in Section 12(B) above, which construction shall be thereafter diligently and continuously pursued to completion, and provided that such perimeter wall shall be designed and built so as to allow for the installation of not more than Two (2) pedestrian gates within said perimeter wall. If either of Park Ridge HPR or Park Pointe Subdivision, or both together shall request such a gate writing (whether comprised of Two (2) separate gates, one for each of Park Ridge HPR or Park Pointe Subdivision, or a single shared gate), then, in such event (i) Park Ridge HPR and/or Park Pointe Subdivision shall install such gate within the opening or openings in the wall for pedestrian access as constructed by Developer; (ii) any such gate or gates must be located adjacent to common areas or open space owned by the respective homeowners association having jurisdiction over either of Park Ridge HPR or Park Pointe Subdivision; and (iii) to the extent Park Ridge HPR and/or Park Pointe Subdivision desire to control access through such pedestrian gate or gates, Park Ridge HPR and/or Park Pointe Subdivision shall be solely responsible for such mechanism required to control access, and the maintenance and operation of the same, together with the issuance to their respective residents of codes, cards, fobs or other device to control access to the gate or gates, Developer having no responsibility to install, maintain, replace, repair or operate the gates, and

Developer shall have no obligation to control access through such gates.

(E) **Off-Site Road Improvements.** As a public benefit, the City and Developer acknowledge that, subject to compliance with the requirements for streets under the Code of Ordinances, and the approval of the City, or SCDOT, as define below, 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 Three (3) right-in, right-out entrances along Champions Boulevard, together with associated acceleration and deceleration lanes, generally in accordance with the conceptual Off-Site Road Improvement Exhibit, included in the Exhibit Supplement submitted with this Agreement as **Exhibit “E”**, and subject to (i) the approval of the City’s engineer (the “**City Engineer**”), (ii) the approval, to the extent required of SCDOT, and following the completion of such improvements and acceptance by the City or SCDOT, respectively, 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 require its contractors, subcontractors and material suppliers to 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 not shown as commercial development, required storm water retention facilities, parking areas and travel aisles, roadways and required open space/buffers on the approved Conceptual Master Site Plan, as amended, 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*”). In addition, Developer agrees that the improvements to the Subject Property shall comply with and be in accordance with the requirements and standards as a development of regional significance in accordance with Section 23-129.5 of the

Code of Ordinances.

(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 which portion of the Subject Property includes any portion of the wetlands and open spaces.

(M) **Restricted 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 the area approximately Five Hundred (500) feet of the perimeter boundary of the Subject Property with the existing Park Ridge HPR and Park Pointe Subdivision as shown on **Exhibit “I”** attached hereto, 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”** (the “**Restricted Zone**”). Developer further agrees that the portion of the Subject Property within the Restricted Zone shall also be restricted for use as transient overnight accommodations. For purposes of this Agreement, such Restricted 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) **Limitations on Uses within the HC District.** Notwithstanding the Subject Property being zoned under the HC District of the Code of Ordinances, the Developer agrees that the following uses (collectively the “***Prohibited Uses***”), which would otherwise be permitted within the HC District, shall be expressly prohibited on the Subject Property:

- (i) Funeral home, funeral parlor, crematorium or mortuary as well as any other similar or related types of business;
- (ii) Any “adult bookstore”, “adult cabaret” or other “adult entertainment establishment” as such terms are defined in Chapter 22, Article VI of the Code of Ordinances of the City of North Myrtle Beach as well as any other similar or related types of businesses; or
- (iii) Cemetery, mausoleum or columbarium as well as any other similar or related types of businesses.

Prior to the issuance of any certificate of occupancy for the Subject Property, the Developer shall prepare and record in the Office of the Register of Deeds for Horry County, a Declaration of Covenants, Conditions and Restrictions (the “***Declaration***”) restricting the Subject Property from the Prohibited Uses as well as agreeing to and specifically stating and showing as an exhibit the Restricted Zone provisions contained in Section 12.(M) above, which shall run with the land and be binding upon the Subject Property in perpetuity. The Declaration shall expressly provide that the City and neighboring or adjacent homeowners’ or property owners’ associations (specifically including but not limited to Park Ridge HPR and Park Pointe Subdivision as well as any related association(s) of these neighborhoods) shall be deemed third-party beneficiaries thereof and shall have the independent right, but not the obligation, to enforce the covenants and restrictions contained in the Declaration by any lawful means, including, without limitation, injunctive relief. The Declaration shall not be amended, modified, or terminated without the prior written consent of the

City.

13. **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.

14. **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.

15. **DEFAULTS.** Notwithstanding the provisions of Section 6 above, Developer shall continuously uninterrupted and diligently proceed with Development Work on the Subject Property. Developer's failure to continuously, uninterrupted and diligently 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 and of the terms and conditions of this Agreement shall also constitute a default, entitling the City to pursue such remedies as deemed appropriate, including but not limited to withholding the issuance of building or other permits in accordance with the provisions of this Agreement, issuing a stop-work order for the Project, 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. Upon the occurrence of a default hereunder by the Developer, should the City be required to employ attorneys or incur other expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation, term or condition of this Agreement, the City shall be entitled, within Thirty (30) days of demand therefor, to reimbursement of the fees of such attorneys and such other reasonable expenses so incurred.

16. **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.

17. **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.

18. **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: notices@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

19. **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.

20. **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.

21. **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.

22. **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 to Narrative

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

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

EXHIBIT “D” – Intentionally deleted

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

EXHIBIT “F” – Development Schedule; Attached to Narrative

EXHIBIT “G” – Building Materials and Elements; Attached to Narrative

EXHIBIT “H” – Approved Landscape Materials; Attached to Narrative

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

EXHIBIT “J” - Restrictive Covenants Agreement Form; Attached to Narrative

EXHIBIT "A"

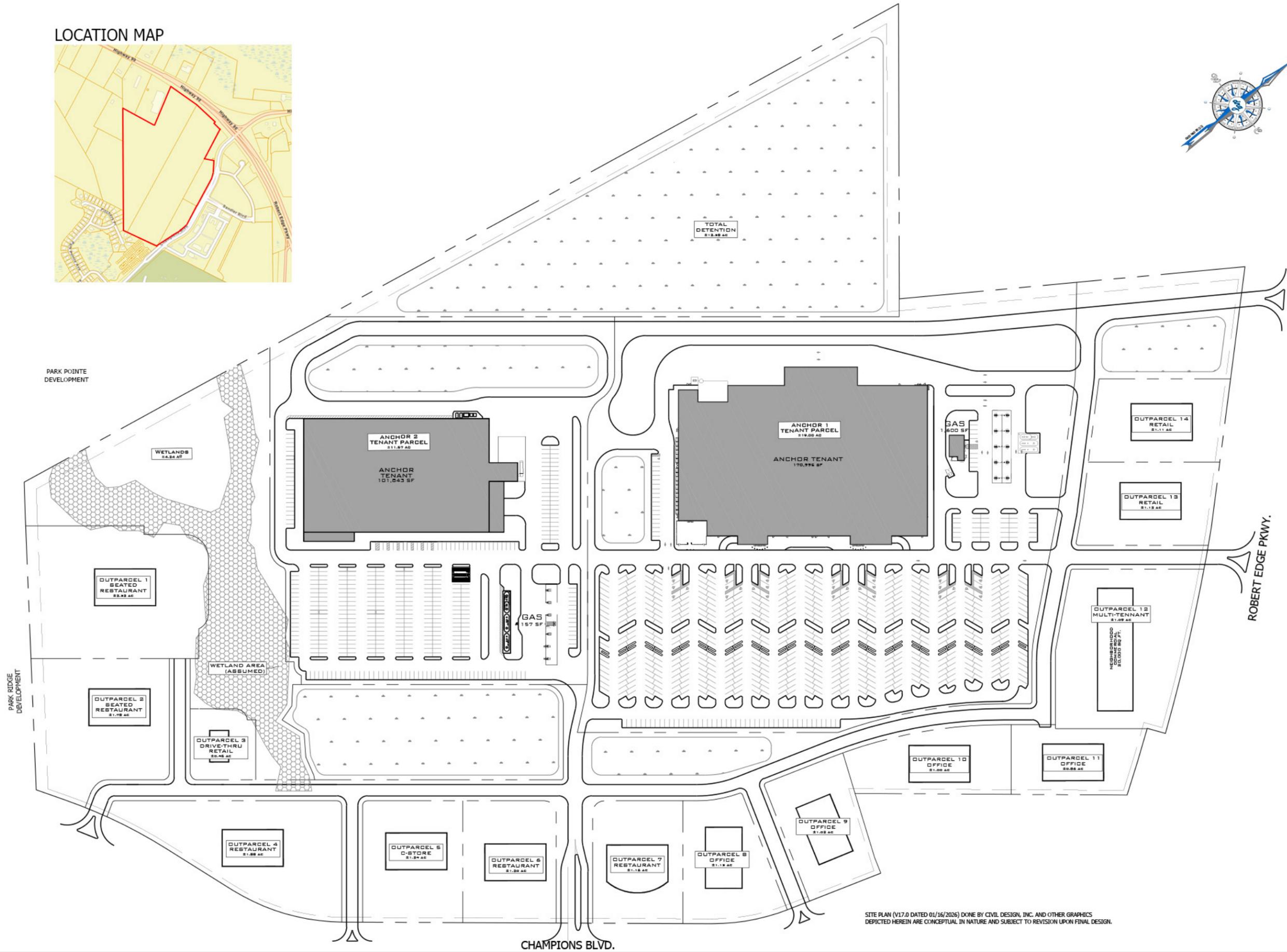
South Carolina Local Government Development Agreement
Act as Codified in Sections 6-31-10 through 6-31-160
of the Code of Laws of South Carolina (1976), as amended

EXHIBIT “B”

Conceptual Master Site Plan

See Exhibit Supplement

LOCATION MAP



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.

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

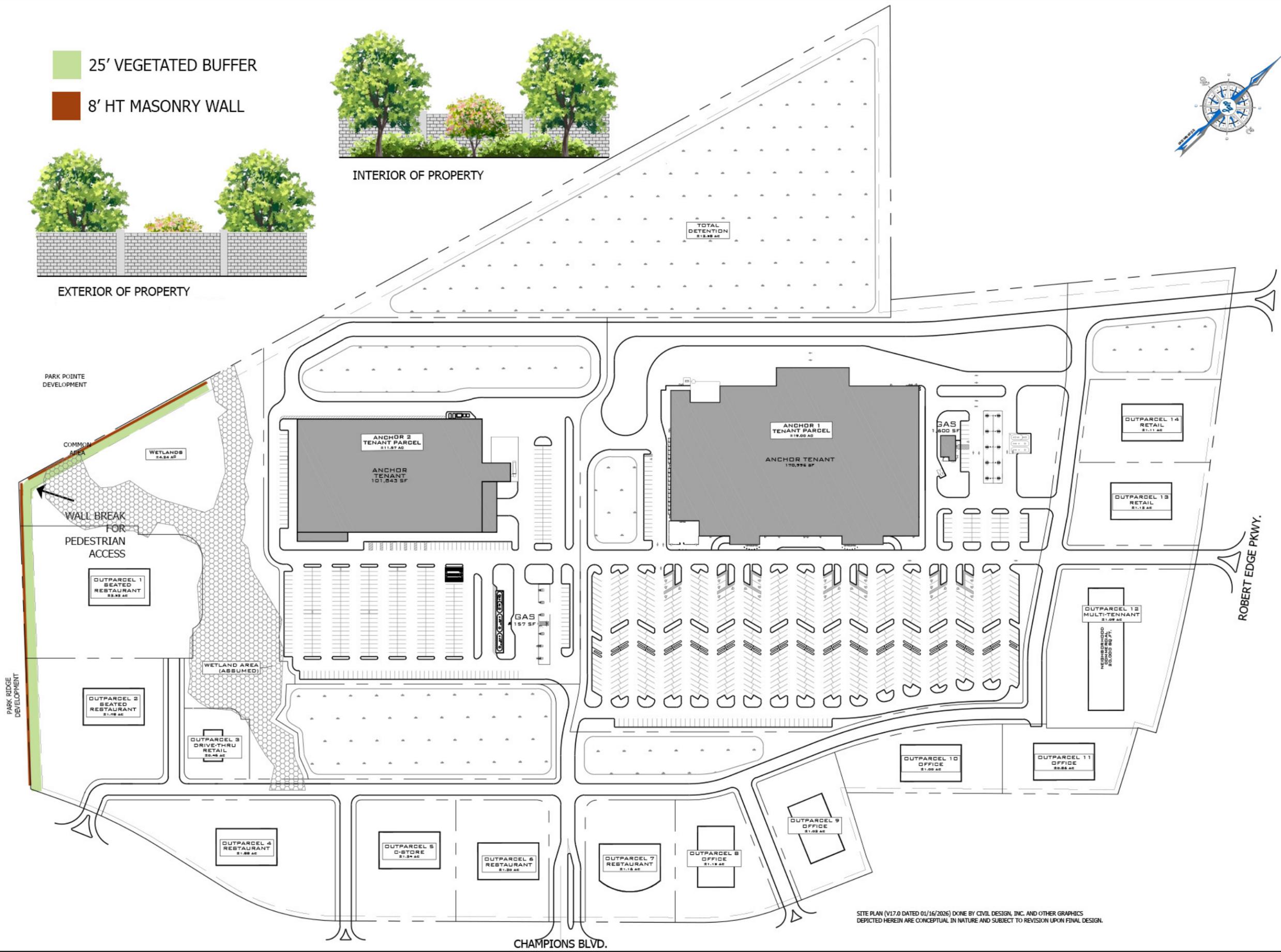
JOB NO: 25156
SCALE: 1"=200'
DESIGNED BY: SCH
CHECKED BY: JCP
DATE: 02/25/2026

EXHIBIT NUMBER:
B

EXHIBIT “C”

Vegetated Buffer Exhibit

See Exhibit Supplement



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.



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:	1"=200'
DESIGNED BY:	SCH
CHECKED BY:	JCP
DATE:	02/25/2026
EXHIBIT NUMBER:	

C

EXHIBIT “D”

Multi-Purpose Path Exhibit

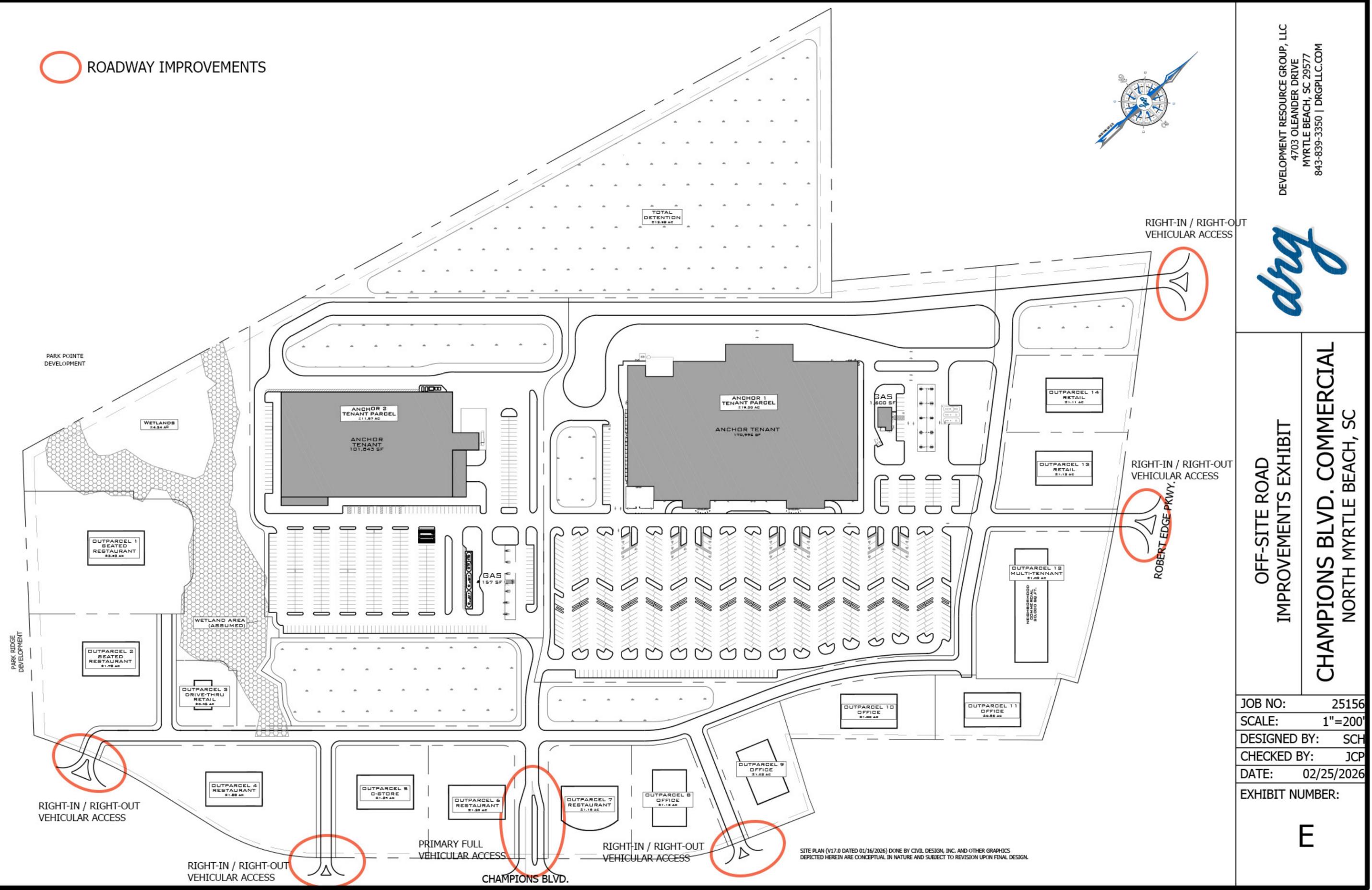
Intentionally Deleted

EXHIBIT “E”

Off-Site Road Improvement

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:	1"=200'
DESIGNED BY:	SCH
CHECKED BY:	JCP
DATE:	02/25/2026
EXHIBIT NUMBER:	

E

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”

Building 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

Large Trees

Betula nigra
Juniperus virginiana
Magnolia grandiflora
Quercus phellos
Quercus virginiana
Quercus hemisphaerica
Quercus shumardii
Ulmus parvifolia
Taxodium distichum
Zelkova serrata
Pinus taeda

Small Trees

Cupressus arizonica
Ilex cassine
Ilex opaca
Ilex x attenuata 'Fosters'
Ilex x 'Nellis Stevens'
Lagerstroemia x (varies)
Magnolia grandiflora 'Little Gem'
Sabal palmetto
Vitex agnus-castus
Eriobotrya japonica

Large Shrubs

Abelia grandifolia
Ilex crenata
Loropetalum chinensis
Myrica cerifera
Osmanthus fragrans
Viburnum japonicum

Medium/Small Shrubs

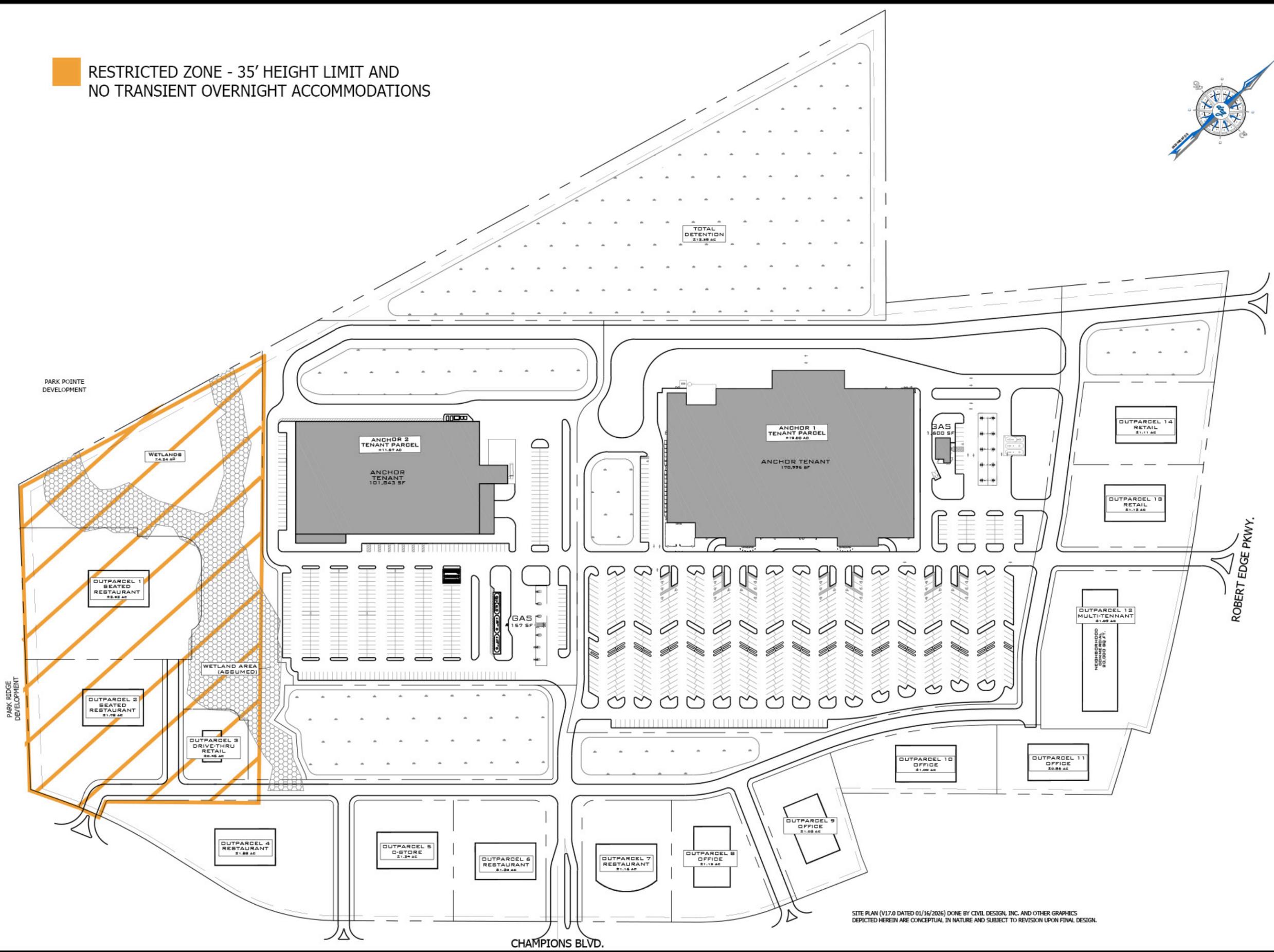
Ilex vomitoria 'Nana'
Pittosporum tobira 'Wheelers Dwarf'
Raphiolepis umbellata 'Majestic Beauty'
Viburnum suspensum
Clethra alnifolia
Hydrangea x (varies)
Ilex cornuta 'Carissa'
Rhododendron x (varies)
Sabal minor
Muhlenbergia capillaris
Miscanthus sinensis x (varies)

EXHIBIT "I"

Height Restriction Zone

See Exhibit Supplement

**RESTRICTED ZONE - 35' HEIGHT LIMIT AND
NO TRANSIENT OVERNIGHT ACCOMMODATIONS**



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.



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:	1"=200'
DESIGNED BY:	SCH
CHECKED BY:	JCP
DATE:	02/25/2026
EXHIBIT NUMBER:	

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

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: March 2, 2026

Agenda Item: 7D	Prepared by: Chris Noury, City Attorney
Agenda Section: New Business: Ordinance. First Reading	Date: February 26, 2026
Subject: Regarding the Development Agreement for Champions Boulevard Commercial project	Division: Legal

Background:

The principal provisions of the proposed Development Agreement for Champions Boulevard Commercial are summarized as follows:

Term:

The initial term of the Development Agreement shall be five (5) years. The Agreement shall automatically renew for one additional five (5) year term upon expiration of the initial term, provided the Developer is not in default.

Exterior Partial Perimeter Wall:

The Developer shall construct a partial perimeter masonry wall not less than eight (8) feet in height along the property boundary adjacent to the Park Ridge Horizontal Property Regime (“Park Ridge”) and the Park Pointe subdivision. The wall is intended to provide privacy and serve as a barrier between the Project and Park Ridge and Park Pointe.

In addition, the Developer shall install landscaping materials—consisting of canopy trees, shrubs, and ornamental grasses—with a minimum depth of twenty-five (25) feet on the *Project side of the wall*. This landscaping buffer is intended to eliminate the need for maintenance access and personnel along the rear of the residences located in Park Ridge and Park Pointe.

Pedestrian Connection to Park Ridge and/or Park Pointe:

If Park Ridge or Park Pointe provides written notice to the Developer within sixty (60) days following final approval of the Agreement that either or both neighborhoods desire a pedestrian connection through the perimeter wall to the subject property, the Developer shall commence construction of the perimeter wall on or before the date the first building permit is issued. The wall shall be constructed to accommodate installation of not more than two (2) pedestrian gates for each neighborhood, or alternatively, one (1) shared access point for use by both neighborhoods, at the option of Park Ridge and Park Pointe.

The respective neighborhood(s) shall be responsible for the installation, maintenance, and operation of any gate(s), including coded access systems utilizing cards, fobs, key-pad entry, or traditional keyed access.

Off-Site Road Improvements:

Subject to approval by the South Carolina Department of Transportation, the Developer shall undertake improvements to Robert Edge Parkway, including construction of two (2) separate right-in, right-out entrances with associated acceleration and deceleration lanes.

The Developer shall also complete improvements to Champions Boulevard, consisting of one (1) full-access entrance and three (3) right-in, right-out entrance lanes, together with the associated acceleration and deceleration lanes.

Limitations on Uses within the Highway Commercial District:

Notwithstanding that the subject property is zoned Highway Commercial (HC), the Developer agrees to prohibit the following uses on the subject property: Adult entertainment establishments, cemeteries, funeral homes, and crematoriums.

Recommended Action:

Approve or deny the proposed ordinance on first reading

Reviewed by Department Head

Reviewed by City Manager

Reviewed by City Attorney

Council Action:

Motion By _____ 2nd By _____ To _____

AN ORDINANCE

AN ORDINANCE TO APPROVE THE DOCUMENT IDENTIFIED AS THE DEVELOPMENT AGREEMENT FOR CHAMPIONS BOULEVARD COMMERCIAL AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE DEVELOPMENT AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the Developer for the Champions Boulevard Commercial project has submitted the attached Development Agreement for Champions Boulevard Commercial for approval by City Council; and

WHEREAS, the legislature of the State of South Carolina has enacted the “South Carolina Local Government Development Agreement Act” (the 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, the Act further authorizes local governments, including municipal governments, to enter into development agreements with developers to accomplish goals as set forth in Section 6-31-10 of the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA, THAT:

Section 1. The document identified as the Development Agreement for Champions Boulevard Commercial is hereby approved.

Section 2. The City Manager is hereby authorized and directed to execute the Development Agreement on behalf of the City of North Myrtle Beach.

Section 3. This Ordinance shall take effect upon its final reading and adoption.

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

ATTEST:

Mayor J.O. Baldwin, III

City Clerk

APPROVED AS TO FORM:

City Attorney

FIRST READING: 3.2.2026
SECOND READING: _____

REVIEWED:

City Manager

ORDINANCE: _____

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, consisting of approximately 73.5 acres (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. **EXECUTED COPY OF AGREEMENT.** On or before Ten (10) business days after final approval by City Council of this Agreement, Developer shall deliver an original executed copy of this Agreement to the City for recording as provided below.

3. **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.

4. **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.

“Conceptual Master Site Plan” means that certain initial Conceptual Master Site Plan prepared by Developer, which Conceptual Mater 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 would remain subject to final approval of 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 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.

“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.

“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.

“*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 5 hereof.

5. **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.

6. **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.

7. **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 commercial 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 building 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 commercial 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.

8. **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.

9. **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 commercial 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.

10. **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, in accordance with the Code of Ordinances. 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.

11. **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 properties 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.

12. **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, as applied to the actual uses and locations of such uses which may be proposed for the Subject Property, subject to the terms of this Agreement, 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 Pointe 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, abutting the above referenced partial perimeter wall along the boundary of the Subject Property with the existing Park Ridge HPR and Park Pointe Subdivision, placed on the side of such wall adjacent to the Subject Property, so as to avoid the need for maintenance access and personnel along with rear of residences in 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) **Pedestrian Connection to Park Ridge HPR and/or Park Pointe Subdivision**. Developer agrees, as a public benefit, that, provided either or both of Park Ridge HPR and Park Pointe Subdivision notify Developer on or before the date which is Sixty (60) days following final approval of this Agreement, that either of both Park Ridge HPR and Park Pointe Subdivision desire a pedestrian connection to the Subject Property, through the perimeter wall to be installed by Developer pursuant to the terms of this Agreement, then, on or before the date on which the first building permit is issued for the Subject Property, Developer shall commence construction of the partial perimeter wall described in Section 12(B) above, which construction shall be thereafter diligently and continuously pursued to completion, and provided that such perimeter wall shall be designed and built so as to allow for the installation of not more than Two (2) pedestrian gates within said perimeter wall. If either of Park Ridge HPR or Park Pointe Subdivision, or both together shall request such a gate writing (whether comprised of Two (2) separate gates, one for each of Park Ridge HPR or Park Pointe Subdivision, or a single shared gate), then, in such event (i) Park Ridge HPR and/or Park Pointe Subdivision shall install such gate within the opening or openings in the wall for pedestrian access as constructed by Developer; (ii) any such gate or gates must be located adjacent to common areas or open space owned by the respective homeowners association having jurisdiction over either of Park Ridge HPR or Park Pointe Subdivision; and (iii) to the extent Park Ridge HPR and/or Park Pointe Subdivision desire to control access through such pedestrian gate or gates, Park Ridge HPR and/or Park Pointe Subdivision shall be solely responsible for such mechanism required to control access, and the maintenance and operation of the same, together with the issuance to their respective residents of codes, cards, fobs or other device to control access to the gate or gates, Developer having no responsibility to install, maintain, replace, repair or operate the gates, and

Developer shall have no obligation to control access through such gates.

(E) **Off-Site Road Improvements.** As a public benefit, the City and Developer acknowledge that, subject to compliance with the requirements for streets under the Code of Ordinances, and the approval of the City, or SCDOT, as define below, 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 Three (3) right-in, right-out entrances along Champions Boulevard, together with associated acceleration and deceleration lanes, generally in accordance with the conceptual Off-Site Road Improvement Exhibit, included in the Exhibit Supplement submitted with this Agreement as **Exhibit “E”**, and subject to (i) the approval of the City’s engineer (the “**City Engineer**”), (ii) the approval, to the extent required of SCDOT, and following the completion of such improvements and acceptance by the City or SCDOT, respectively, 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 require its contractors, subcontractors and material suppliers to 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 not shown as commercial development, required storm water retention facilities, parking areas and travel aisles, roadways and required open space/buffers on the approved Conceptual Master Site Plan, as amended, 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*”). In addition, Developer agrees that the improvements to the Subject Property shall comply with and be in accordance with the requirements and standards as a development of regional significance in accordance with Section 23-129.5 of the

Code of Ordinances.

(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 which portion of the Subject Property includes any portion of the wetlands and open spaces.

(M) **Restricted 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 the area approximately Five Hundred (500) feet of the perimeter boundary of the Subject Property with the existing Park Ridge HPR and Park Pointe Subdivision as shown on **Exhibit “I”** attached hereto, 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”** (the “**Restricted Zone**”). Developer further agrees that the portion of the Subject Property within the Restricted Zone shall also be restricted for use as transient overnight accommodations. For purposes of this Agreement, such Restricted 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) **Limitations on Uses within the HC District.** Notwithstanding the Subject Property being zoned under the HC District of the Code of Ordinances, the Developer agrees that the following uses (collectively the “***Prohibited Uses***”), which would otherwise be permitted within the HC District, shall be expressly prohibited on the Subject Property:

- (i) Funeral home, funeral parlor, crematorium or mortuary as well as any other similar or related types of business;
- (ii) Any “adult bookstore”, “adult cabaret” or other “adult entertainment establishment” as such terms are defined in Chapter 22, Article VI of the Code of Ordinances of the City of North Myrtle Beach as well as any other similar or related types of businesses; or
- (iii) Cemetery, mausoleum or columbarium as well as any other similar or related types of businesses.

Prior to the issuance of any certificate of occupancy for the Subject Property, the Developer shall prepare and record in the Office of the Register of Deeds for Horry County, a Declaration of Covenants, Conditions and Restrictions (the “***Declaration***”) restricting the Subject Property from the Prohibited Uses as well as agreeing to and specifically stating and showing as an exhibit the Restricted Zone provisions contained in Section 12.(M) above, which shall run with the land and be binding upon the Subject Property in perpetuity. The Declaration shall expressly provide that the City and neighboring or adjacent homeowners’ or property owners’ associations (specifically including but not limited to Park Ridge HPR and Park Pointe Subdivision as well as any related association(s) of these neighborhoods) shall be deemed third-party beneficiaries thereof and shall have the independent right, but not the obligation, to enforce the covenants and restrictions contained in the Declaration by any lawful means, including, without limitation, injunctive relief. The Declaration shall not be amended, modified, or terminated without the prior written consent of the

City.

13. **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.

14. **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.

15. **DEFAULTS.** Notwithstanding the provisions of Section 6 above, Developer shall continuously uninterrupted and diligently proceed with Development Work on the Subject Property. Developer's failure to continuously, uninterrupted and diligently 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 and of the terms and conditions of this Agreement shall also constitute a default, entitling the City to pursue such remedies as deemed appropriate, including but not limited to withholding the issuance of building or other permits in accordance with the provisions of this Agreement, issuing a stop-work order for the Project, 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. Upon the occurrence of a default hereunder by the Developer, should the City be required to employ attorneys or incur other expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation, term or condition of this Agreement, the City shall be entitled, within Thirty (30) days of demand therefor, to reimbursement of the fees of such attorneys and such other reasonable expenses so incurred.

16. **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.

17. **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.

18. **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: notices@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

19. **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.

20. **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.

21. **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.

22. **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 to Narrative

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

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

EXHIBIT “D” – Intentionally deleted

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

EXHIBIT “F” – Development Schedule; Attached to Narrative

EXHIBIT “G” – Building Materials and Elements; Attached to Narrative

EXHIBIT “H” – Approved Landscape Materials; Attached to Narrative

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

EXHIBIT “J” - Restrictive Covenants Agreement Form; Attached to Narrative

EXHIBIT "A"

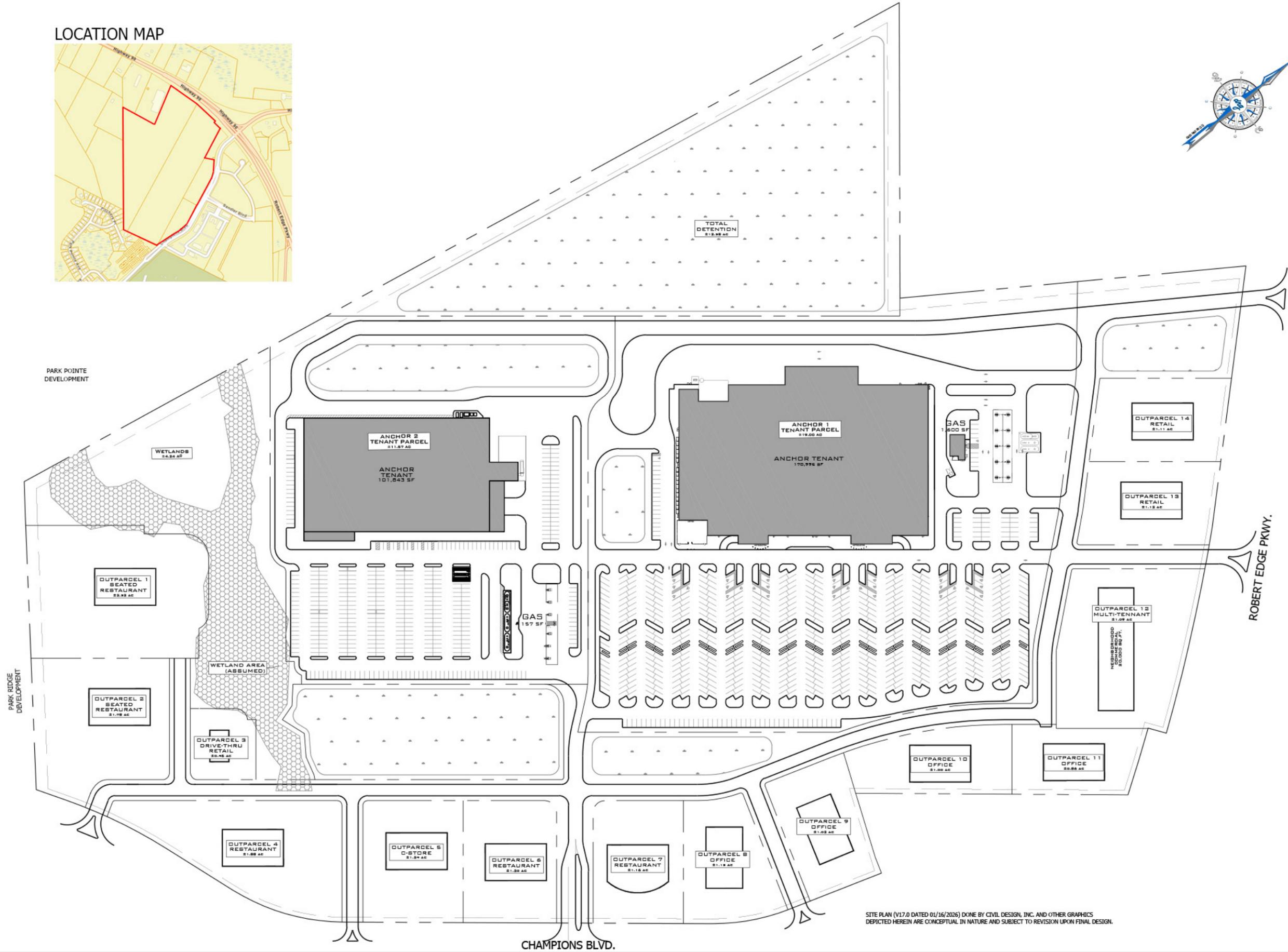
South Carolina Local Government Development Agreement
Act as Codified in Sections 6-31-10 through 6-31-160
of the Code of Laws of South Carolina (1976), as amended

EXHIBIT “B”

Conceptual Master Site Plan

See Exhibit Supplement

LOCATION MAP



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.

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

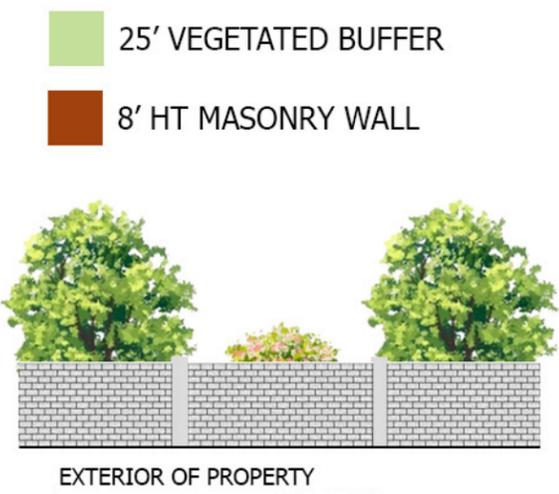
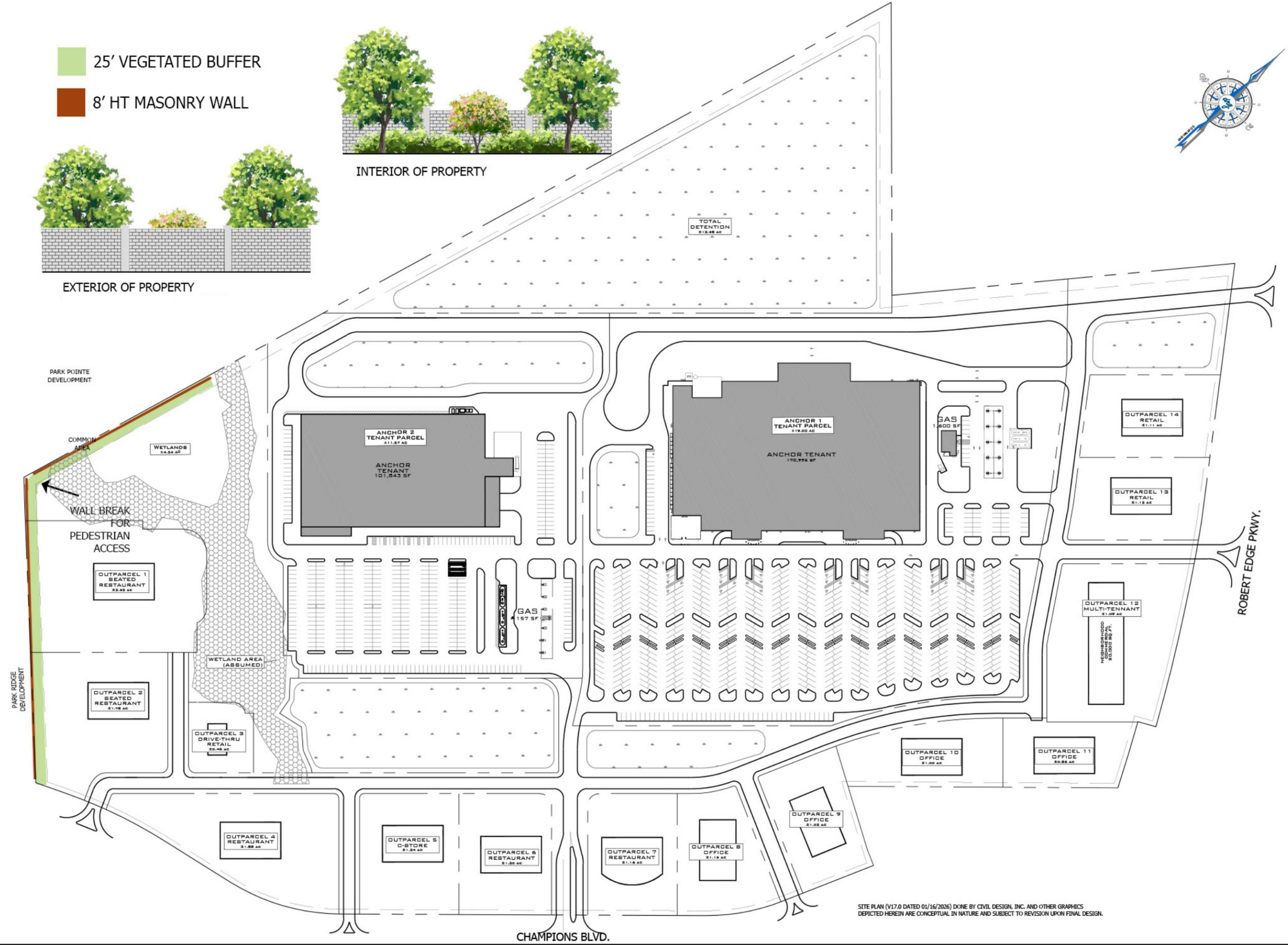
JOB NO: 25156
SCALE: 1"=200'
DESIGNED BY: SCH
CHECKED BY: JCP
DATE: 02/25/2026

EXHIBIT NUMBER:
B

EXHIBIT “C”

Vegetated Buffer Exhibit

See Exhibit Supplement



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:	1"=200'
DESIGNED BY:	SCH
CHECKED BY:	JCP
DATE:	02/25/2026
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”

Multi-Purpose Path Exhibit

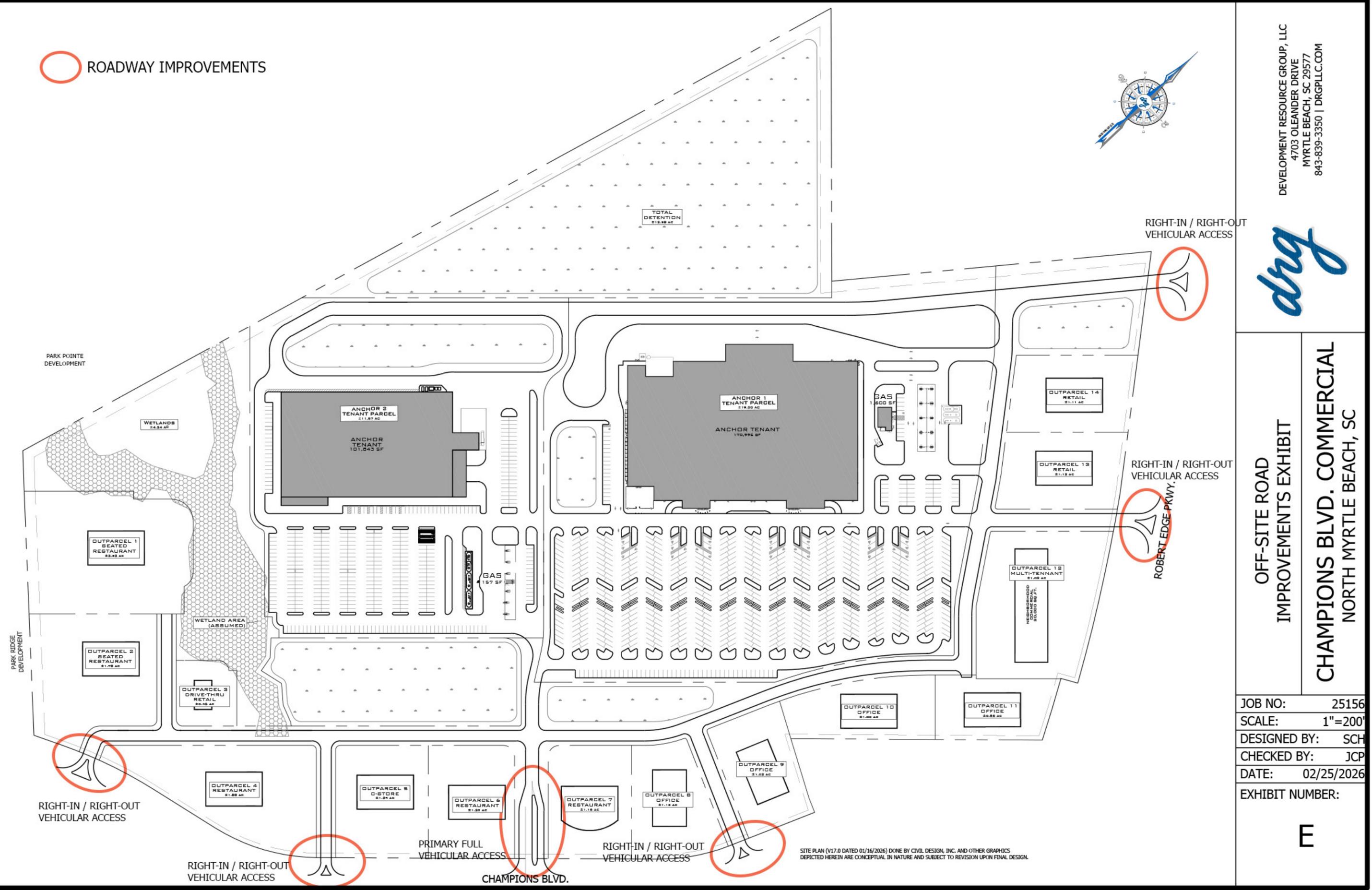
Intentionally Deleted

EXHIBIT “E”

Off-Site Road Improvement

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:	1"=200'
DESIGNED BY:	SCH
CHECKED BY:	JCP
DATE:	02/25/2026
EXHIBIT NUMBER:	

E

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”

Building 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

Large Trees

Betula nigra
Juniperus virginiana
Magnolia grandiflora
Quercus phellos
Quercus virginiana
Quercus hemisphaerica
Quercus shumardii
Ulmus parvifolia
Taxodium distichum
Zelkova serrata
Pinus taeda

Small Trees

Cupressus arizonica
Ilex cassine
Ilex opaca
Ilex x attenuata 'Fosters'
Ilex x 'Nellis Stevens'
Lagerstroemia x (varies)
Magnolia grandiflora 'Little Gem'
Sabal palmetto
Vitex agnus-castus
Eriobotrya japonica

Large Shrubs

Abelia grandifolia
Ilex crenata
Loropetalum chinensis
Myrica cerifera
Osmanthus fragrans
Viburnum japonicum

Medium/Small Shrubs

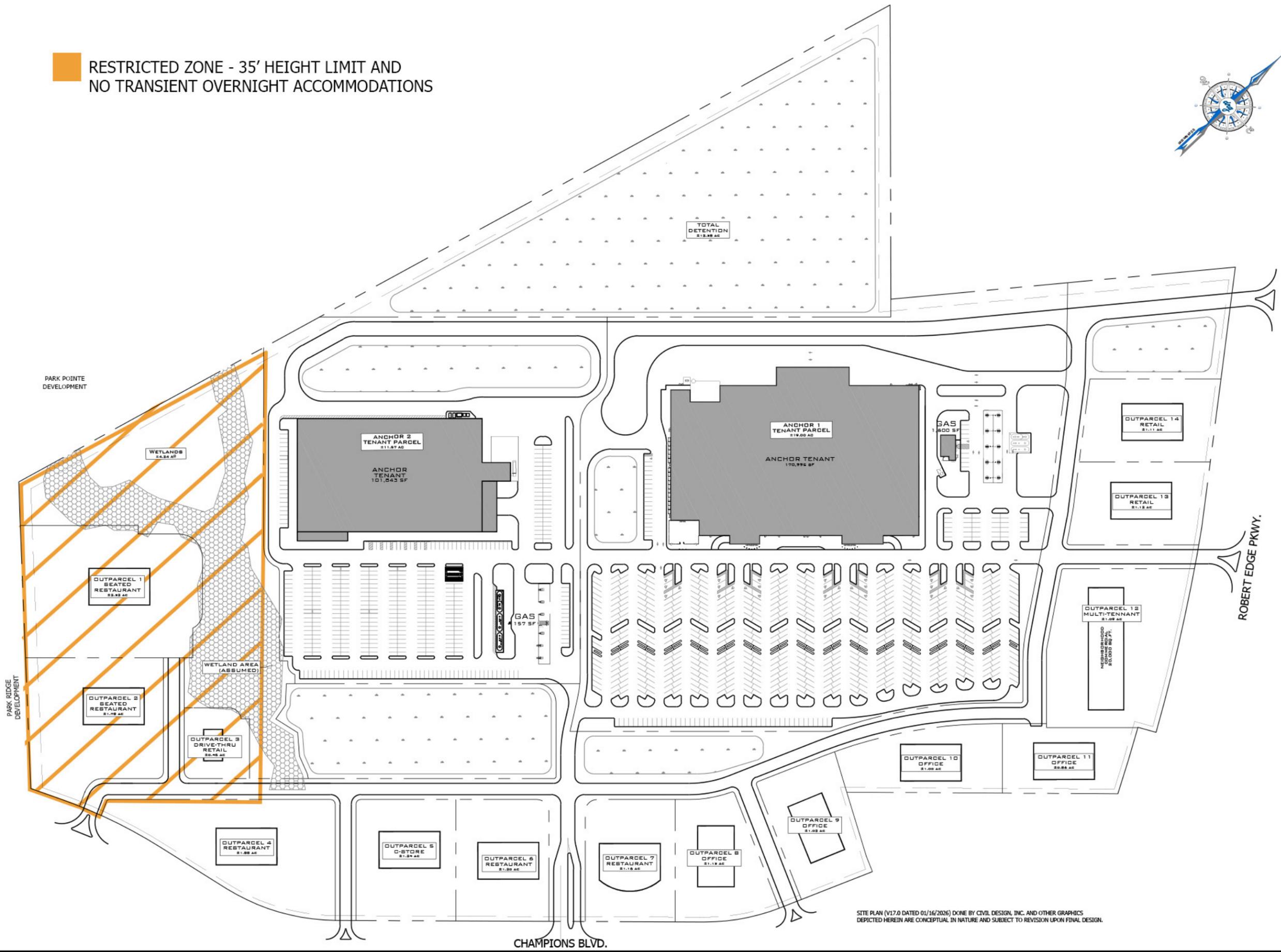
Ilex vomitoria 'Nana'
Pittosporum tobira 'Wheeler's Dwarf'
Raphiolepis umbellata 'Majestic Beauty'
Viburnum suspensum
Clethra alnifolia
Hydrangea x (varies)
Ilex cornuta 'Carissa'
Rhododendron x (varies)
Sabal minor
Muhlenbergia capillaris
Miscanthus sinensis x (varies)

EXHIBIT "I"

Height Restriction Zone

See Exhibit Supplement

**RESTRICTED ZONE - 35' HEIGHT LIMIT AND
NO TRANSIENT OVERNIGHT ACCOMMODATIONS**



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.



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:	1"=200'
DESIGNED BY:	SCH
CHECKED BY:	JCP
DATE:	02/25/2026
EXHIBIT NUMBER:	

EXHIBIT “J”

Restrictive Covenants Agreement Form

STATE OF SOUTH CAROLINA) **RESTRICTIVE COVENANTS AGREEMENT**
)
COUNTY OF Horry)

THIS RESTRICTIVE COVENANTS AGREEMENT (“this *“Agreement”*”) is made and entered this ___ day of _____, 2026, by and between **WMG ACQUISITIONS, LLC**, a Developer 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”*). Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Development Agreement, as defined below.

RECITALS:

WHEREAS, the City and the Developer now desire to enter into this Agreement to separately outline the restrictions applicable to the real property described in **Exhibit “A”** attached hereto (the *“Property”*), as set forth in that certain Development Agreement between the City and the Developer, together with joinders by and from Main Street Commercial Partners, LLC, Hayes Family Properties LLC and Pamela Hayes Sarvis (the *“Property Owners”*) dated simultaneously herewith (the *“Development Agreement”*), as described in the Development Agreement. These restrictions will be recorded simultaneously with the Development Agreement and will run with the land, binding the parties and their respective successors and assigns.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, 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.
2. **RESTRICTIVE COVENANTS**. The Property shall be subject to the following restrictive covenants which will run with the land, binding the parties and their respective successors and assigns:

(A) **Prohibition Against Conservation Easements and Other Restrictions on the Property**. Developer specifically covenants and agrees not to subject the Property to a conservation easement or other restrictive covenant, whereby any portion of the Property not shown as commercial development, required storm water retention facilities, parking areas and travel aisles, roadways and required open space/buffers on the approved site plan for the Property is restricted for future development of such portion of the Property. Notwithstanding the above restriction, the parties agree that, for purposes of this Agreement, any conveyance by Developer of a portion of the 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 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

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: March 2, 2026

Agenda Item: 7E	Prepared by: L. Suzanne Pritchard, PLA, AICP, CFM
Agenda Section: New Business: Ordinance. First Reading	Date: February 25, 2026
Subject: Amendment to the Gator Hole Planned Development District (PDD) revising the TGI Friday’s site to a new Chick-fil-A site [Z-25-22]	Division: Planning and Development

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 [MJPUD-01-09] creating a specific outparcel for a TGI Friday’s restaurant. The subject outparcel has since operated under that approved restaurant entitlement.

Proposed Changes:

The applicant now proposes redevelopment of the site of the previously approved TGI Friday’s outparcel to allow development of a Chick-fil-A restaurant in its place. The proposal includes a new 4,847-square-foot building footprint, multi-lane drive-through configuration, revised parking layout, updated landscape plan, monument sign, wall signage, and architectural elevations consistent with the Chick-fil-A prototype.

Staff Review:

The amendment has been reviewed by the Department of Public Safety and the Department of Planning and Development; no concerns have been expressed. Public Works reviewed the Traffic Impact Analysis (TIA) and acknowledges that the study concludes the site will operate within acceptable levels of service under projected conditions.

Public Works has expressed ongoing concern regarding internal circulation and site access, particularly left-turn movements from the site and the potential for queueing to affect adjacent driveways within the shopping center during peak seasonal traffic. While these concerns reflect existing congestion patterns in the area, the TIA does identify a measurable operational deficiency attributable to the proposed redevelopment.

“Since the proposed development is expected to have a significant adverse impact on operations at this intersection, the northbound intersection was considered for mitigation. To mitigate the impacts, **a dedicated northbound left-turn lane along Gator Hole Plaza Access 1 with 200 feet of storage** was considered to mitigate the impacts. This would bring the northbound approach down to LOS E [Level of Service E] on the PM [evening] peak hour but not completely alleviate the MD [midday] queuing delay.”¹

¹Kimley-Horn and Associates, Inc., *North Myrtle Beach Chick-fil-A Traffic Impact Analysis*, Section 6.2, “Ashley Loop at Gator Hole Plaza Access 1/Sherri Drive,” p. 22 (Oct. 2025), prepared for Interplan, LLC.

In other words, the traveling public can expect left-turn delays from the site toward the Hwy 17 N intersection at peak hour times, hence the need for the dedicated northbound left-turn lane with 200 feet of storage.

Planning Commission Action:

The Planning Commission held a public hearing on February 17, 2026, and voted unanimously to recommend approval of the proposal. There was no public comment.

Commission discussion focused primarily on traffic circulation and site access along Ashley Loop and US 17. The applicant's traffic engineer explained that traffic counts were conducted at surrounding intersections during AM, midday, and PM peak periods and that the analysis compared existing and proposed conditions. He stated that while the area is currently congested and left-turn movements from the site toward US 17 are challenging due to the short distance to the signalized intersection, the relocation would not create a new traffic issue beyond existing conditions.

The engineer further noted that a dedicated left-turn lane is proposed at the site driveway to separate left-turning vehicles from through and right-turn traffic, allowing those movements to operate independently. He also indicated that the proposed site provides approximately 800 linear feet of drive-thru stacking, compared to approximately 330 linear feet at the existing Chick-fil-A location.

Recommended Actions:

Approve or deny the proposed ordinance on first reading

Reviewed by Department Head

Reviewed by City Manager

Reviewed by City Attorney

Council Action:

Motion By _____ 2nd By _____ To _____

ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH MYRTLE BEACH
PROVIDING THAT THE CODE OF ORDINANCES,
CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA,
BE AMENDED BY REVISING THE TGI FRIDAY’S SITE TO A
NEW CHICK-FIL-A SITE AT THE GATOR HOLE PLANNED
DEVELOPMENT DISTRICT (PDD)**

Section 1:

That the Gator Hole PDD be amended to revise the TGI Friday’s site to a new Chick-fil-A site as depicted in Exhibit A, attached and included in this ordinance.

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: 3.2.2026

SECOND READING: _____

ORDINANCE: _____

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
NORTH MYRTLE BEACH
500 HWY 17 N
NORTH MYRTLE BEACH,
NORTH CAROLINA 29582

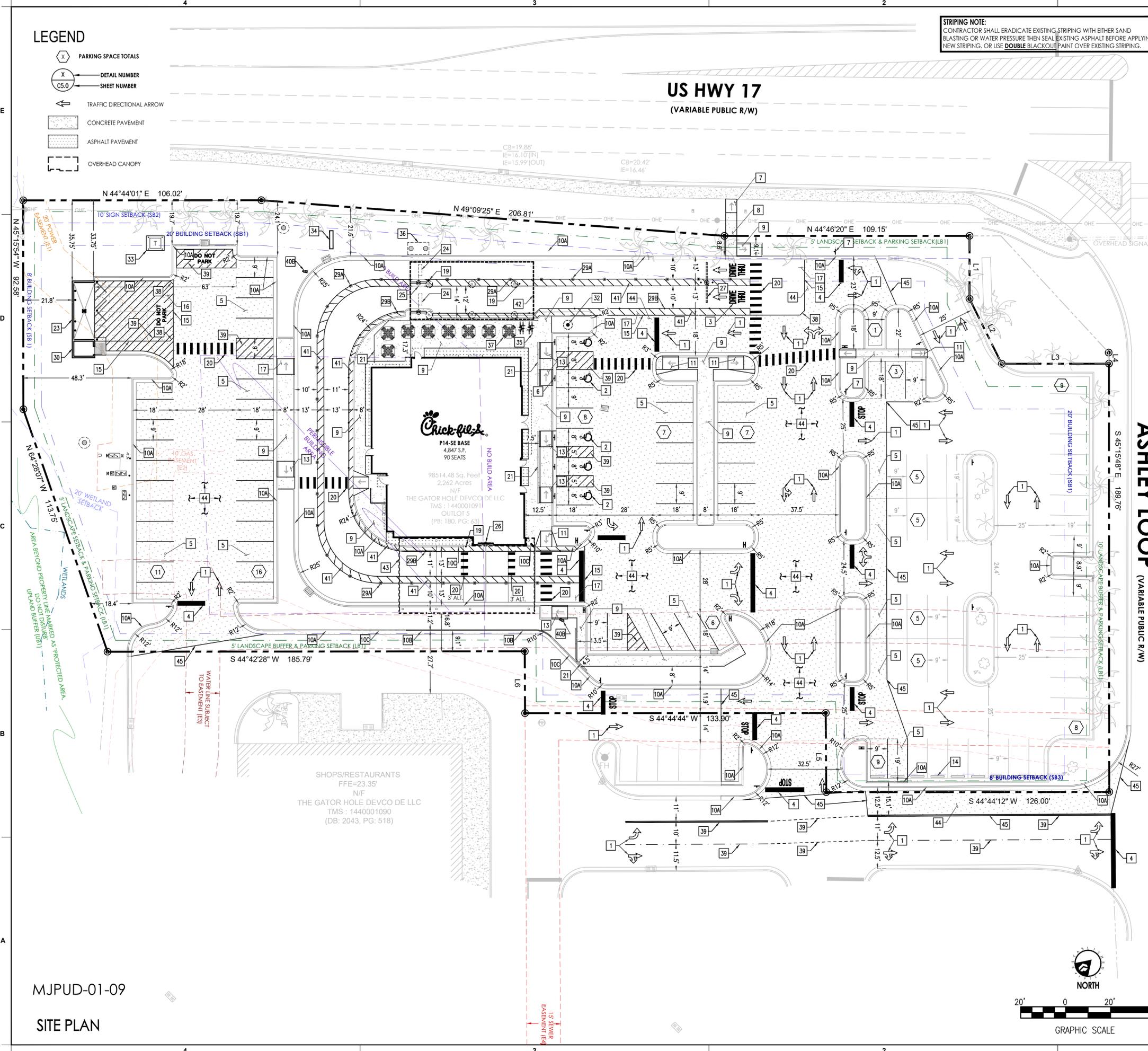
FSR#06089
BUILDING TYPE / SIZE: P14-SE-BASE
RELEASE: 01-2025
PRINTED FOR: 2024.11

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

ASHLEY LOOP
(VARIABLE PUBLIC R/W)



MJPUD-01-09
SITE PLAN

Exhibit A

REPRODUCTION OF THIS DOCUMENT IS PROHIBITED. FOR MORE INFORMATION, CONTACT THE ORIGINAL SOURCE OR THE PROJECT REPRESENTATIVE.



NORTH ELEVATION



SOUTH ELEVATION

EXTERIOR FINISHES



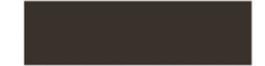
BR-A
BRICK VENEER
COLOR: DARK BROWN
SIZE: MODULAR



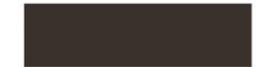
BR-B
BRICK VENEER
COLOR: LIGHT BROWN
SIZE: MODULAR



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

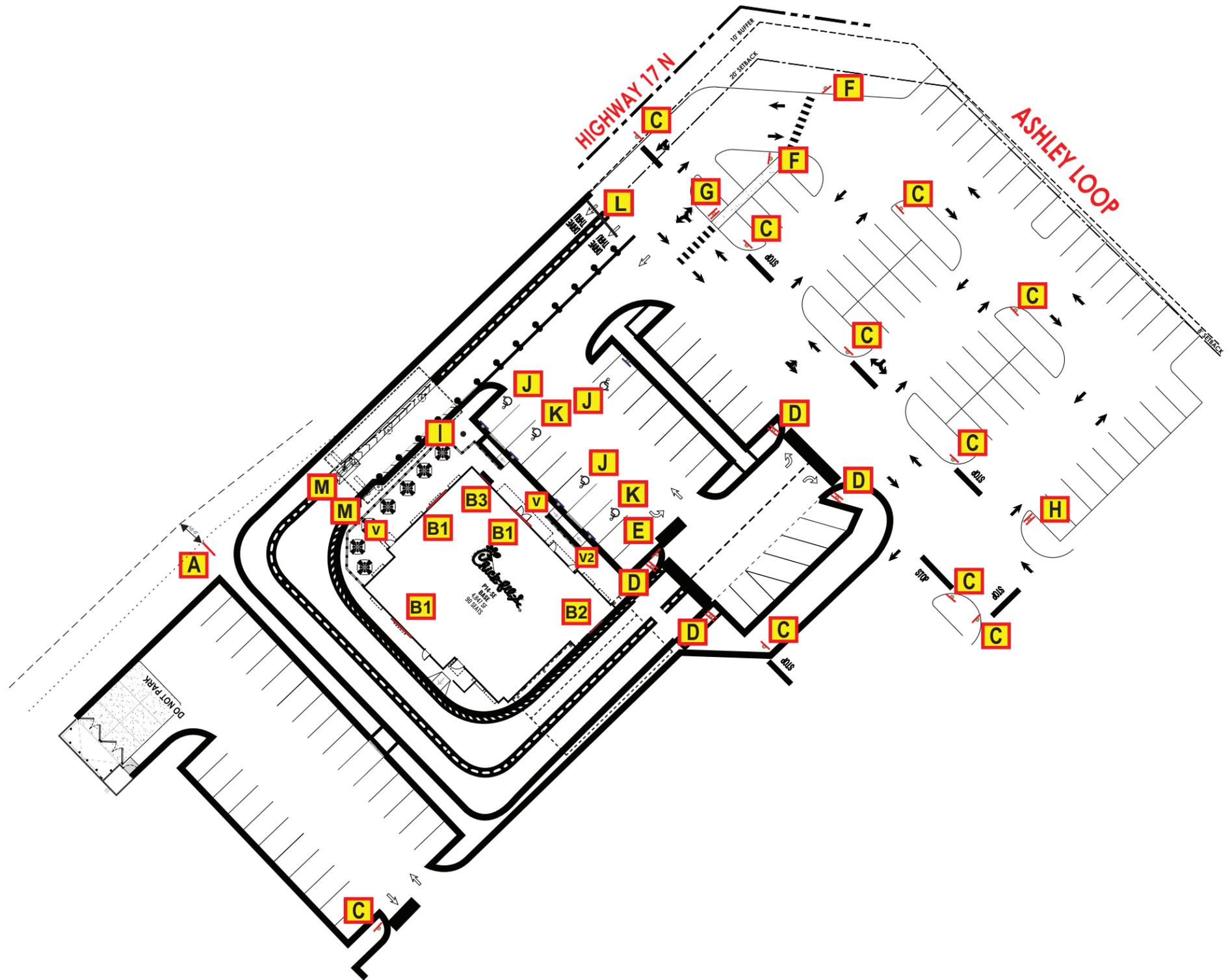


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965

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
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



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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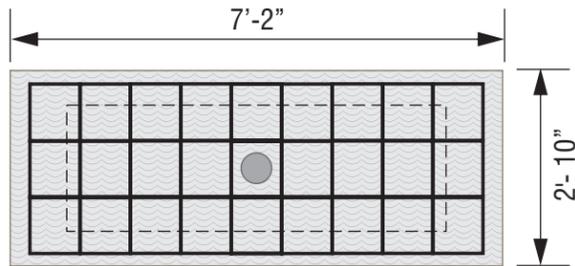
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SPECIFICATIONS

Sign cabinet is sign comp #2005 extruded cabinet with a sign comp # 2085/2095 bleed flex face frame 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.



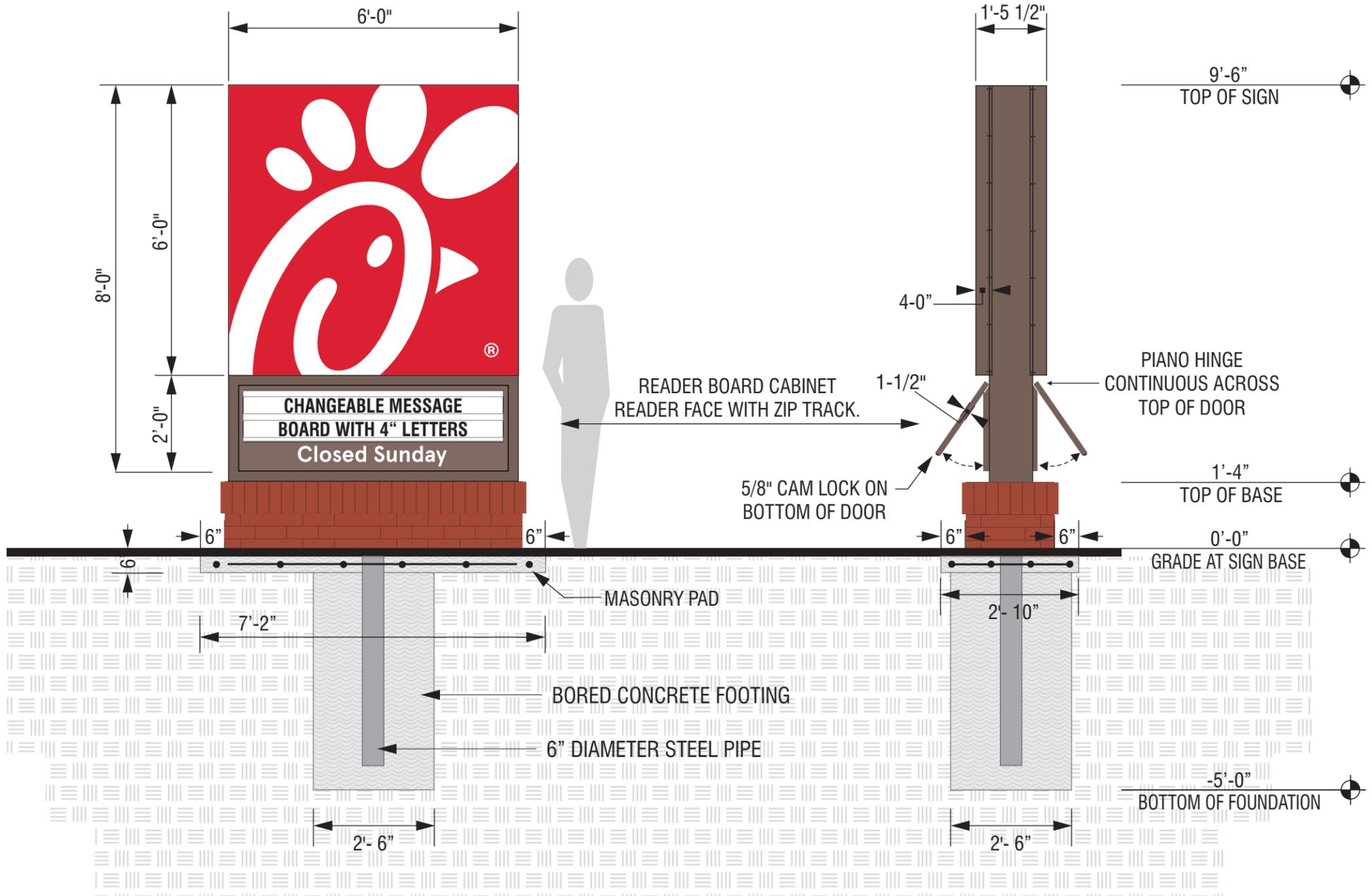
- 3m #3630-53 Translucent Cardinal Red Tension Frame Cover To Be Painted Genesis M Single Stage (g2-series) Red #48247

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

- Painted Matthews #74155 Dark Bronze, Semi-gloss

- Masonry To Match Building

DOUBLE FACED CABINET	WET LOCATION
LED'S GEWHOSP6-71K -DOUBLE SIDED POWER SUPPLY GEPS24 - 24V POWER SUPPLY	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.	



ELEVATION

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

END VIEW

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

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

REMODEL	DRAWING FILE -

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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

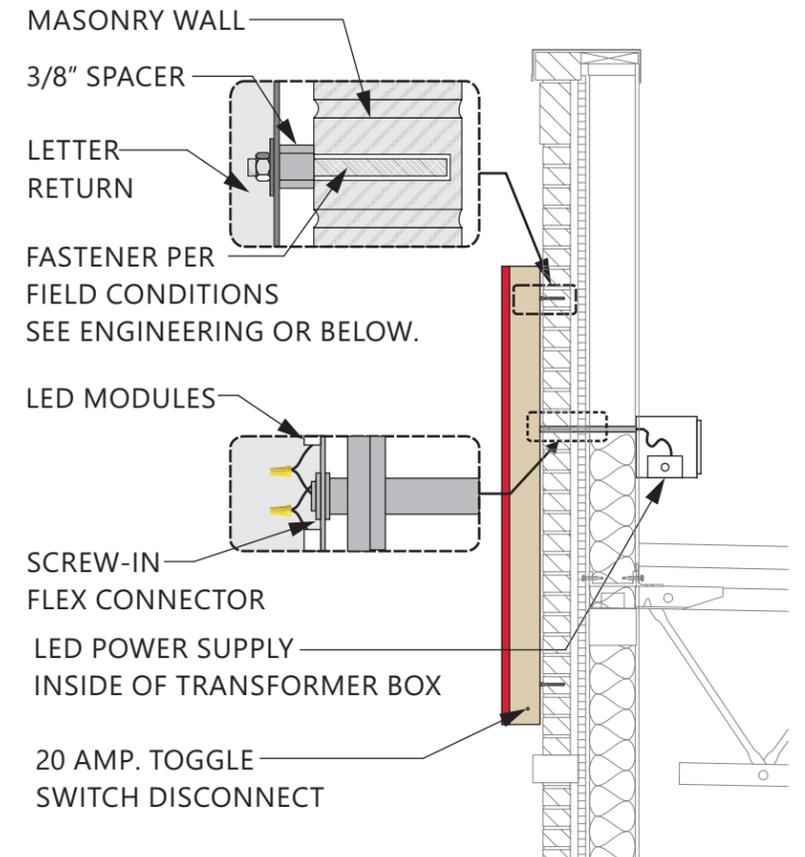
CHICK-FIL-A SCRIPT LETTERS
 LETTERS ARE LED-ILLUMINATED CHANNEL LETTERS MOUNTED ON ALUMINUM SURFACE OF BUILDING WITH TRANSFORMERS REMOTELY LOCATED BEHIND THE WALL IN UL APPROVED TRANSFORMER BOXES. FACES ARE 3/16" ACRYLIC RETURNS ARE .063 ALUMINUM BACKS ARE .080 ALUMINUM ALL RETURNS ARE ARC-WELDED TO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

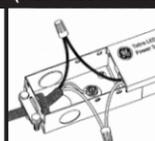


ELEVATION
 SCALE - 1/2" = 1'- 0"



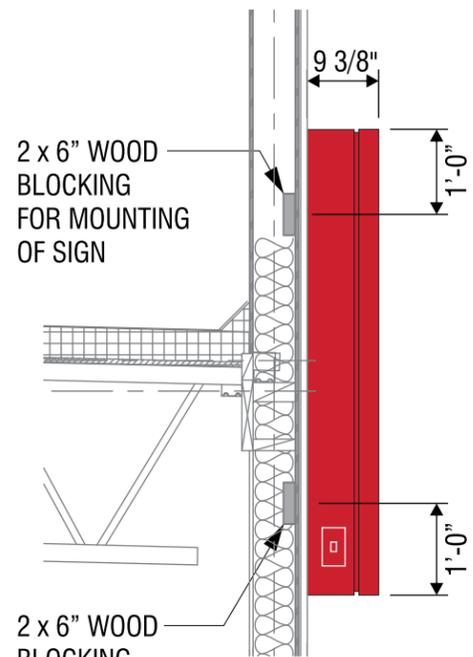
FASTENER NOTE:
 USE 18-8 STAINLESS STEEL BOLTS W/ SPACERS THRU EIFS. EXPANSION BOLTS IN CONCRETE OR BRICK WALLS. TOGGLE BOLTS IN CONCRETE BLOCK OR PANEL WALLS. TEK SCREWS IN METAL STUDS. LAG-BOLTS IN WOOD STUDS. ALL THREAD BOLTS WITH BLOCKING BETWEEN STUDS.

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

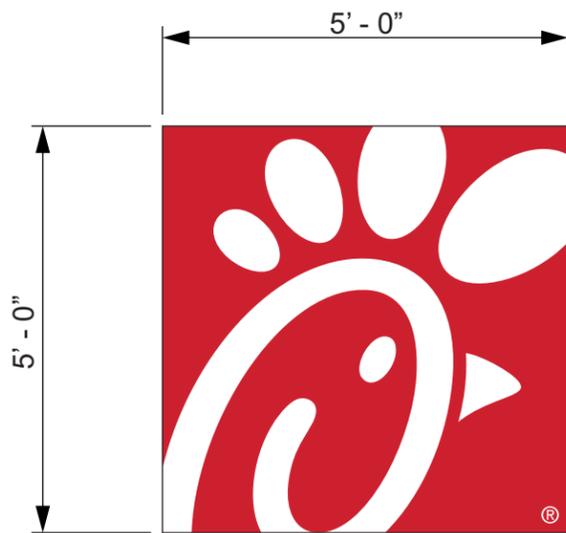
 	CHANNEL LETTERS (RED ILLUMINATION) LED'S JTLS016R-0.4 RED LED POWER SUPPLY BL-120-12-60 POWER SUPPLY		WET LOCATION CONNECT THE AC LINE TO THE BLACK (LINE) AND WHITE (NEUTRAL) INPUT WIRES OF THE POWER SUPPLY USING 18-14 AWG TWIST ON WIRE CONNECTORS. GROUND POWER SUPPLY GREEN WIRE TO GROUNDING SCREW. REPLACE 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.		

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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

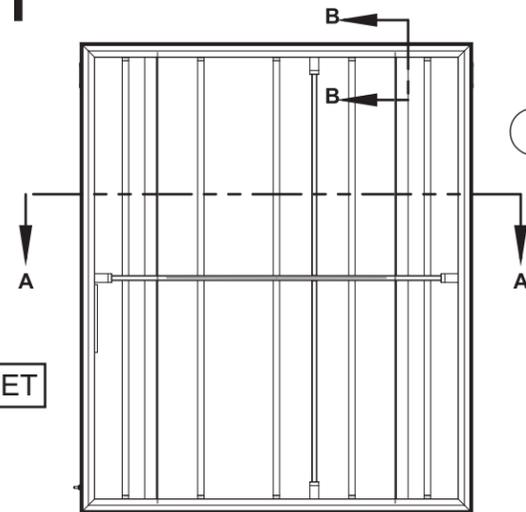


ELEVATION

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

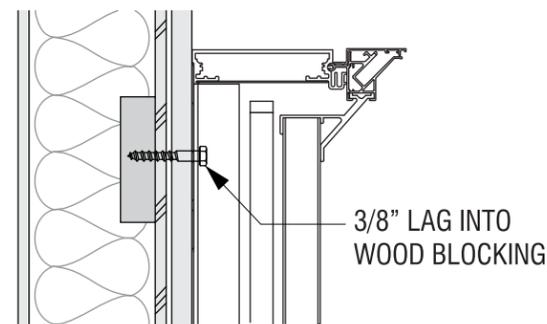
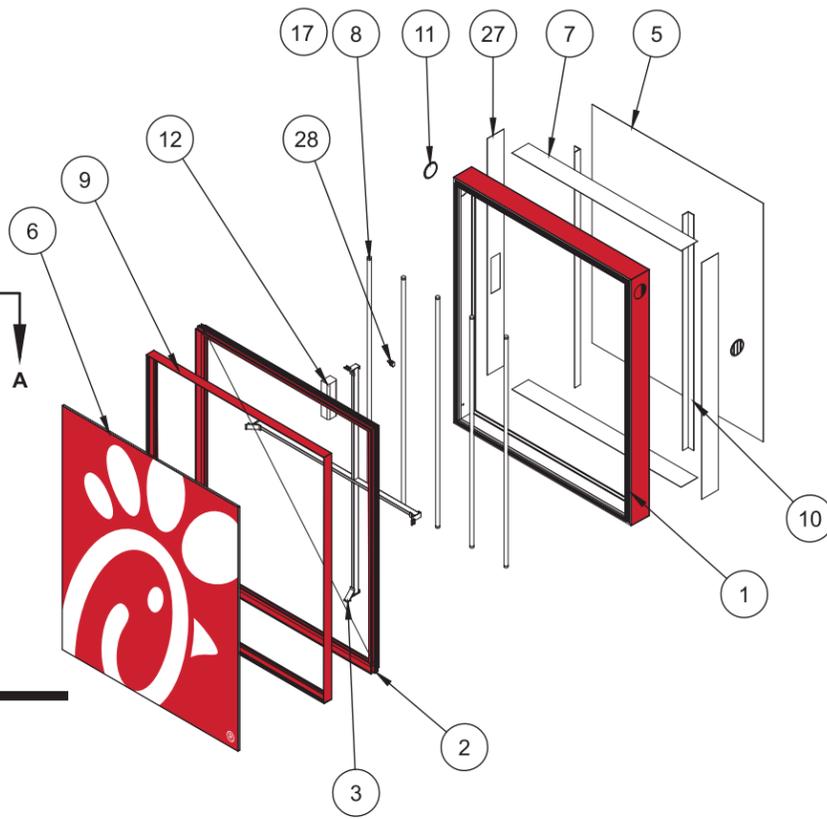
QTY: 1

25 SQUARE FEET



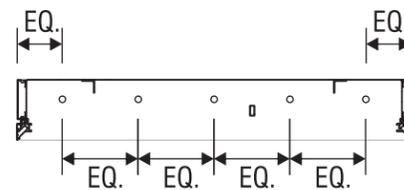
BRACE SUPPORT DETAIL

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		WET LOCATION	
		LED's GEWHSSPS3 - 71K - SINGLED SID POWER SUPPLY GEPS12 - 12V POWER SUPPLY		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.				



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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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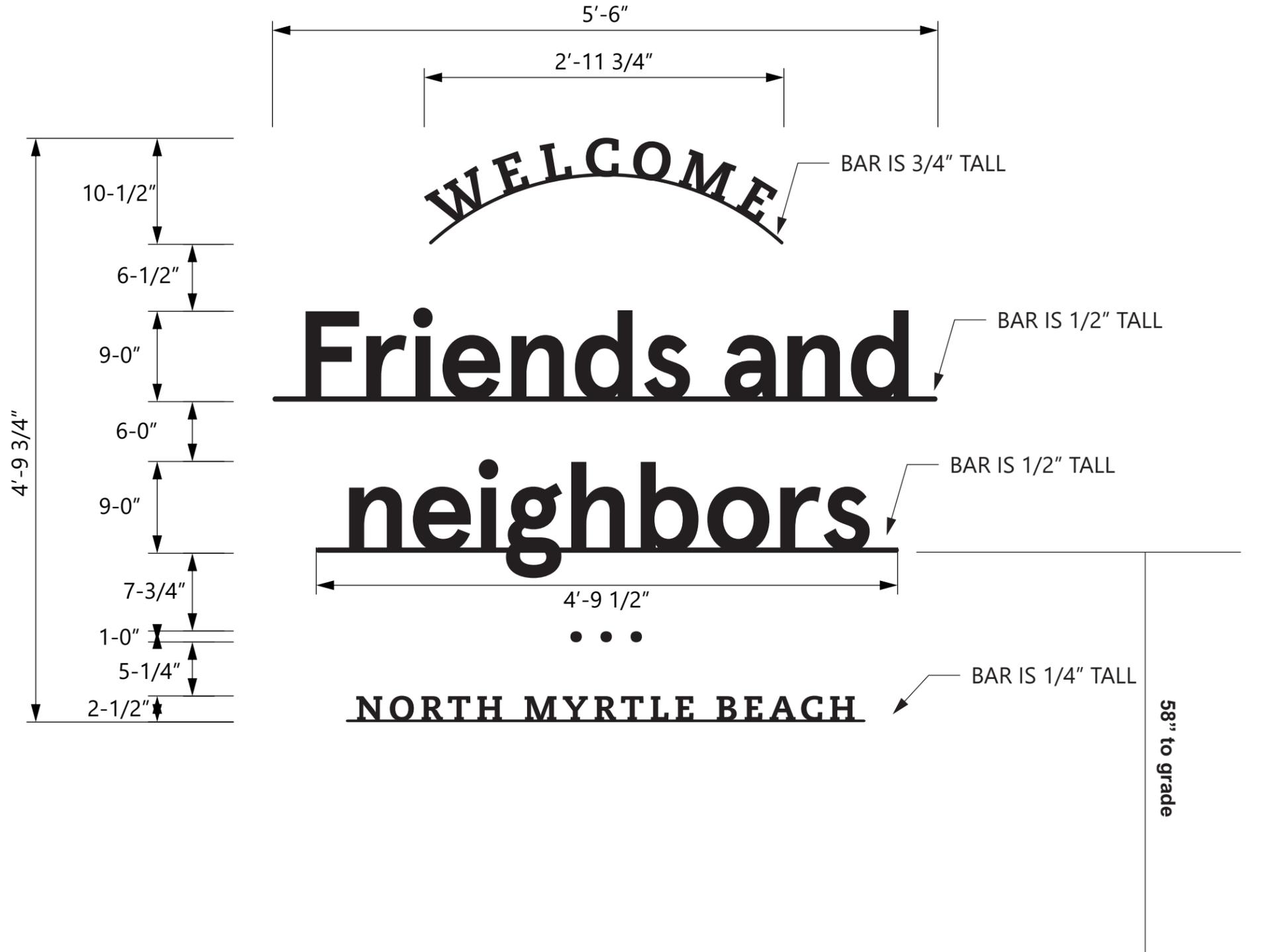
B2

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



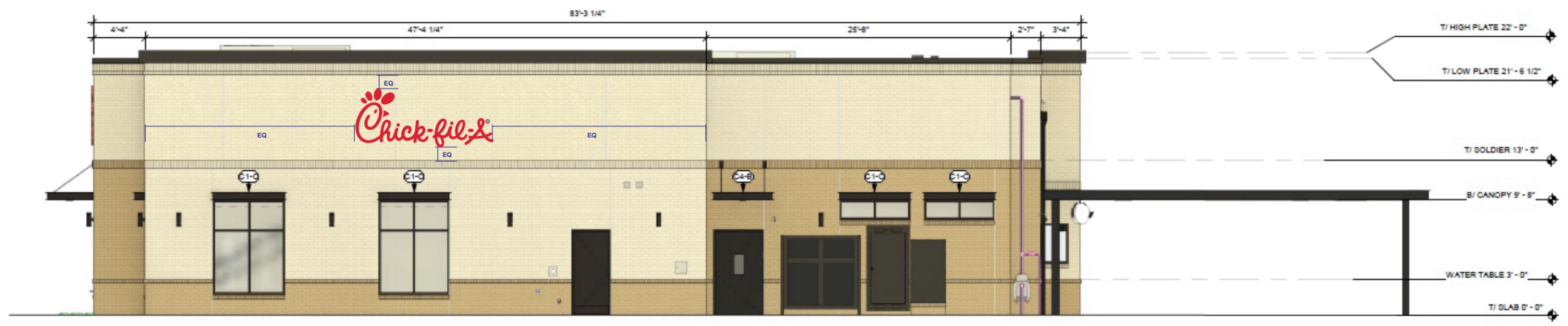
5198 North Lake Drive
 Lake City, GA 30260
 404-361-3800 fax 404-361-7038
 website - www.claytonsigns.com

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
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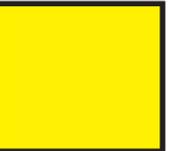
REMODEL	
	DRAWING FILE -

ALL ELECTRICAL
 SIGNS ARE
120 VOLTS
 UNLESS
 OTHERWISE INDICATED

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

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

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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:

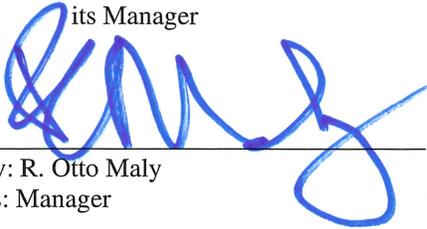
Ownership of the Property is currently vested in THF GATOR HOLE DEVCO DE, L.L.C. ("Owner"). Please accept this letter as authorization for Chick-fil-A, Inc. ("CFA"), to act as agent in correspondence and representation of all approval and permitting matters required for Chick-fil-A #6089-North Myrtle 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



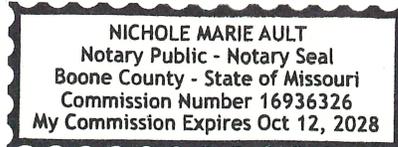
By: R. Otto Maly
Its: Manager

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:

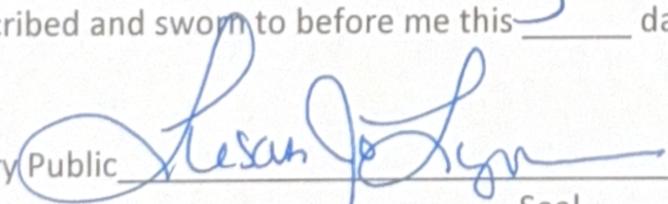
Please accept this letter as authorization for Interplan LLC, to act as agent in correspondence and representation of all approval and permitting matters required for Chick-fil-A at the location referenced above.

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

Sincerely,

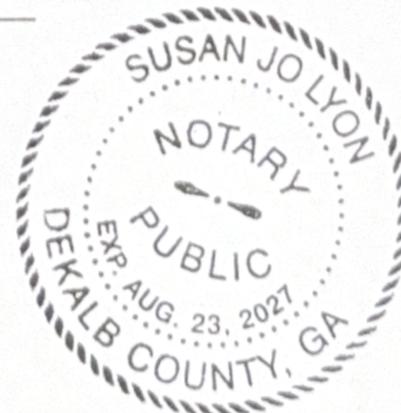
Whitni Kalman
Director, Strategic Reinvestment
Chick-fil-A

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

Notary Public 
Seal

My Commission Expires:

8/23/27



REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: March 2, 2026

Agenda Item: 7F	Prepared by: L. Suzanne Pritchard, PLA, AICP, CFM	
Agenda Section: New Business: Ordinance. First Reading	Date: February 25, 2026	
Subject: Amendment to the Barefoot Resort Planned Development District (PDD) revising rear yard setbacks in Tuscan Sands [Z-26-1]	Division: Planning and Development	
<p><u>Background:</u> 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.</p> <p>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.</p> <p><u>Proposed Changes:</u> 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 nonconditioned patios or porches on lots that border the golf course or driving range. 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.</p> <p><u>Staff Review:</u> The amendment has been reviewed by the Department of Public Works, the Department of Public Safety, and the Department of Planning and Development; no concerns have been expressed.</p> <p><u>Planning Commission Action:</u> The Planning Commission held a public hearing on February 17, 2026, and voted unanimously to recommend approval of the proposal. There was no public comment.</p> <p><u>Recommended Actions:</u> Approve or deny the proposed ordinance on first reading</p>		
Reviewed by Department Head	Reviewed by City Manager	Reviewed by City Attorney
<p>Council Action: Motion By _____ 2nd By _____ To _____</p>		

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 REAR YARD SETBACKS TO THREE FEET TO ALLOW UNHEATED/ NON-AIR-CONDITIONED PATIOS OR PORCHES ON LOTS BORDERING THE GOLF COURSE OR DRIVING RANGE IN TUSCAN SANDS AT THE BAREFOOT RESORT PLANNED DEVELOPMENT DISTRICT (PDD)

Section 1:

That the Tuscan Sands neighborhood within the Barefoot Resort Planned Development District (PDD) be amended as follows (*new matter underlined, deleted matter struck-through*).

The rear setback for heated/ air-conditioned living space shall be 20 feet. For lots directly bordering the golf course or driving range, qualifying unheated/non-air-conditioned patios or porches as described below may have a minimum rear setback of three 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.~~
Perimeter knee walls shall not exceed 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.

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: 3.2.2026

SECOND READING: _____

ORDINANCE: _____

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