



CITY COUNCIL MEETING  
CITY HALL COUNCIL CHAMBERS  
229 MAIN STREET, CONWAY, SC 29526  
MONDAY, SEPTEMBER 18, 2023 - 4:00 PM

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*PLEASE SILENCE ALL ELECTRONIC DEVICES*

I. CALL TO ORDER

II. INVOCATION/PLEDGE OF ALLEGIANCE - Rev Robert Bannon, Kingston Presbyterian Church

III. APPROVAL OF AGENDA

IV. CONSENT AGENDA

- A. Final Reading of Ordinance #ZA2023-08-07 (H) to annex a 1.17-acre tract and 1.21-acre tract of property, totaling 2.38 acres, located at (and adjacent to) 588 Hwy 544 (parcel B-1: PIN 382-04-04-0001 and parcel B-2: PIN 382-05-01-0001), and rezone from the Horry County Highway Commercial (HC) district to the City of Conway Highway Commercial (HC) district.
- B. Approval of Letter of Intent for Grainger and Lake Busbee site with Santee Cooper
- C. Special Event – Oct to be Here – October 28, 2023
- D. Approval of August 29, 2023 Council Emergency Meeting Minutes
- E. Approval of September 5, 2023 Council Meeting Minutes

V. PUBLIC INPUT

VI. SPECIAL PRESENTATIONS

- A. Presentation of Keep Conway Beautiful Award (Mileur)
- B. Presentation of Public Safety Employee of the Month

VII. PUBLIC HEARING AND FIRST READING

Public Hearing and First Reading of Ordinance #ZA2023-10-02 (A), of a request by Shep Guyton and G3 Engineers, agents for BRD Land & Investment, LP, to enter into a development agreement with the City of Conway for the Warden Station Planned Development, located on /  
*“I pledge to build a stronger and more prosperous community by advocating for civil engagement, respecting others and their viewpoints, and finding solutions for the betterment of my city.”*

near Hwy 701 South & Pitch Landing Rd, containing approximately 1,765 acres (+/-) (PIN's 381-00-00-0003, 381-08-04-0009, 381-08-04-0010, 380-00-00-0038, 381-08-01-0006, 403-00-00-0001, 403-00-00-0002, and 403-00-00-0022). (Hucks)

## VIII. FIRST READING

- A. First Reading of Ordinance #ZA2023-10-02 (B), to annex approximately 1,765 (+/-) acres of property located on / near the intersection of Hwy 701 S & Pitch Landing Rd, Hwy 701 S & Wildair Circle, and Hwy 701 S. Pitch Landing Rd, and Blaze Trail (PIN's 381-00-00-0003, 381-08-01-0006, 381-08-04-0009, 381-08-04-0010, 380-00-00-0038, 403-00-00-0001, 403-00-00-0002, 403-00-00-0022), and request to rezone from the Horry County Highway Commercial (HC), Community Retail Services (RE2), and Commercial Forest Agriculture (CFA) districts to the City of Conway Planned Development (PD) district. (Hucks)
- B. First Reading of Ordinance #ZA2023-10-02 (C), to annex a 0.38-acre tract and a 1.08-acre tract of properties, totaling approximately 1.46 acres, and located at 610 & 624 Hwy 544 (PIN's 382-05-01-0003 & 382-05-01-0004), and rezone from the Horry County Highway Commercial (HC) and Convenience & Auto-Related Services (RE3) districts to the City of Conway Highway Commercial (HC) district. (Hucks)
- C. First Reading of Ordinance #ZA2023-10-02 (D), to annex approximately 0.49 acres of property located at 508 Sellers Road (PIN 339-06-03-0032), and rezone from the Horry County Residential, no mobile homes allowed (SF40) district to the City of Conway Low/Medium-Density Residential (R-1) district. (Hucks)
- D. First Reading of Ordinance #ZA2023-10-02 (E), amending Article 6 – Design Standards, of the City of Conway Unified Development Ordinance (UDO), regarding the building height limit in the Waccamaw Riverfront Districts one (1) and two (2). (Hucks)
- E. First Reading of Ordinance #ZA2023-10-02 (F), amending Article 4 – Use Tables and Article 10 – Subdivision and Land Development, of the City of Conway Unified Development Ordinance (UDO), regarding requirements related to a Conservation Subdivision. (Hucks)

## IX. CONSIDERATION

- A. Consideration of a request for a waiver of sidewalk requirements for the proposed Parker's Kitchen to be located at the corner of Highway 501 and Four Mile Road (PIN's 326-09-03-0002 & 0003). (Hucks)
- B. Consideration of a Special Event Request - CCU vs. App State Tailgate and Viewing – October 10, 2023 (Emrick)

## X. CITY ADMINISTRATOR'S REPORT

## XI. COUNCIL INPUT

*"I pledge to build a stronger and more prosperous community by advocating for civil engagement, respecting others and their viewpoints, and finding solutions for the betterment of my city."*



## XII. EXECUTIVE SESSION

- A. Consideration of Appointments to Boards, Commissions and Committees for the Recreation Advisory Committee and the Whittemore Task Force. [pursuant to SC Code §30-4-70(A) (1)].
- B. Discussion of Contractual Negotiations Incident to the Potential Acquisition of Downtown Properties. [pursuant to SC Code §30-4-70 (A) (2)].

## XIII. RECONVENE FROM EXECUTIVE SESSION

## XIV. POSSIBLE ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION

## XV. ADJOURNMENT

Any citizen of the municipality may make an appearance before City Council concerning any municipal matter with the exception of personnel matters. Persons desiring to speak must notify the City Clerk prior to the beginning of the meeting. However, if you are speaking regarding a public hearing item, then you would do so during that time on the agenda. Please address Council from the podium stating your name, address, and the subject you would like to discuss.

The public may also access the meeting at [www.cityofconway.com](http://www.cityofconway.com) under the “Latest Events” tab on the home page. If you are unable to attend and would like to voice your concerns or comments regarding a request, please call the City Hall at 843-248-1760 or email [ashelley@cityofconway.com](mailto:ashelley@cityofconway.com) to be received prior to 12:00 noon on September 18, 2023. To assure proper recording of public comments left on the City’s voicemail, callers are urged to clearly pronounce their names and addresses, preferably providing spelling for both.

*“I pledge to build a stronger and more prosperous community by advocating for civil engagement, respecting others and their viewpoints, and finding solutions for the betterment of my city.”*

**DATE: SEPTEMBER 18, 2023**

**ITEM: IV.A.**

**ISSUE:**

**Final Reading of Ordinance #ZA2023-08-07 (H)**, to annex a 1.17-acre tract and 1.21-acre tract of properties, totaling *approximately* 2.38 acres, located at 588 Hwy 544 (Parcel B-1) (PIN 382-04-04-0001) and the adjacent property, Parcel B-2 (PIN 382-05-01-0001), and rezone from the Horry County Highway Commercial (HC) district to the City of Conway ~~Low-Density Residential (R)~~ Highway Commercial (HC) district.

**BACKGROUND:**

The annexation application was submitted by Chris Cummings (applicant), Stef Properties, LLC, as a requirement to connect to city water/sewer service at 588 Hwy 544 (parcel B-1). Stef Properties, LLC also owns the adjacent property (PIN 382-05-01-0001), which abuts the Aptitude CCU student housing development (zoned Institutional), making Parcel B-2 contiguous. Per *Section 4-1-12 (e)* of the City's Code of Ordinances, "*Any person, firm, corporation, or subdivider requesting an extension of water and/or sewer connection for land outside the corporate limits of the city as a condition of service of water and/or sewer shall be required to annex said land **and all property of the owner contiguous to said land into the city.***"

There is an existing single-family structure on the property located at 588 Hwy 544 (Parcel B-1). Restrictive covenants were recorded for this property (PIN 382-04-04-0001) on June 21<sup>st</sup>, 2023.

Per *Section 3.2.17 – Low-Density Residential (R)*, of the UDO, "*the intent of the R district is to provide for the preservation and expansion of areas for low-density, detached single-family residential development in the City of Conway. The district shall present a relatively spacious character, promote quiet, livable neighborhoods, and prohibit uses that are incompatible with the residential nature of the surrounding area.*"

There is one property on West Cox Ferry Rd that was annexed into the City earlier this year as Low-Density Residential (R), which is located closely behind the subject property, but with one parcel separating them; therefore, it would not be considered contiguous.

**SURROUNDING USES / ZONING:**

There is a majority of student / multifamily housing in the immediate area. Some of the multifamily development (directly across the subject property) is still within the county's jurisdiction. There are also 2 gas stations in the vicinity, and CCU is across Hwy 544. The dominant city zoning in the immediate area is Institutional (IN), with a couple of parcels zoned Highway Commercial (HC) and Mixed Use (MU).

The surrounding County zoning designations are mainly Highway Commercial and one property across Hwy 544 zoned (Horry County) **GR** (General Residential).

### **CITY OF CONWAY COMPREHENSIVE PLAN:**

The Future Land Use Map of the *Comprehensive Plan* identifies this property as **Highway Commercial (HC)**. Per Section 3.2.10 of the UDO, “*The intent of the HC District is to provide compatible locations to serve the automobile oriented commercial activities in harmony with major highway developments, reduce traffic congestions and to enhance the aesthetic atmosphere of the City.*”

### **Analysis:**

Section 6.1.4 – *Minimum Area of Zoning District* of the UDO states the following:

“*No tract(s) of land shall hereafter be rezoned for a zoning classification different from that of the surrounding properties unless such tract(s) is a minimum of 3 acres in area. Tract(s) less than 3 acres in area annexed into the city limits, may be zoned for a classification different from that of the surrounding in-city properties provided such zoning classification is consistent with the Future Land Use Map of the City’s Comprehensive Plan.*”

The *requested* zoning classification – Low-Density Residential (R), is neither consistent with the surrounding properties OR the city’s Future Land Use Map, which classifies both parcels as Highway Commercial (HC). The “R” zoning classification is better suited for Parcel B-1 (588 Hwy 544), based on the current use of the property, as the HC district does not permit residential uses. If annexed into the City as HC, the existing home would become a legal nonconforming use and structure on the property, and would be subject to the requirements of *Article 12 – Nonconformities*, of the UDO.

Staff supports the zoning shown on the City’s Future Land Use Map of the *Comprehensive Plan*, which is designated as Highway Commercial (HC). In accordance with *Section 6.1.3 – Designation of Zoning for Annexed Areas*, of the UDO, in order for the property to be zoned HC upon annexation, Planning Commission must hold a public hearing on the request and provide a recommendation to Council.

### **City Council – July 17, 2023:**

City Council gave first reading of the request to annex the property as **Highway Commercial (HC)** instead of the default zoning of Low-Density Residential (R); due to the future land use designation on the City’s Future Land Use Maps for the properties, and for Planning Commission to hold the required public hearing on the request prior to bringing the request.

### **Planning Commission – September 7, 2023:**

Planning Commission recommended approval of the request to zone the properties HC upon annexation in the City limits at the September 7<sup>th</sup> meeting. There was no public input on the request.

### **STAFF RECOMMENDATION:**

Approve final reading of **Ordinance #ZA2023-08-07 (H)**.

**ORDINANCE #ZA2023-08-07 (H)**

**AN ORDINANCE TO ANNEX APPROXIMATELY 2.38 (TOTAL) ACRES OF PROPERTY LOCATED AT 588 HWY 544 (PIN 382-04-04-0001 [1.21 ACRES]) AND THE ADJACENT PROPERTY (PIN 382-05-01-0001 [1.17 ACRES]), AND REQUEST TO REZONE FROM THE HORRY COUNTY HIGHWAY COMMERCIAL (HC) DISTRICT TO THE CITY OF CONWAY HIGHWAY COMMERCIAL (HC) DISTRICT.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONWAY:**

**SECTION 1. FINDINGS:**

A petition has been submitted to the City Council of the City of Conway to annex approximately 2.38 acres of property described herein and represented on a map.

The area proposed for annexation is adjacent to the present City limits. The petition for annexation of land and declared zoning is hereby accepted by the governing body of the municipality of Conway, and made a part of the City of Conway, South Carolina, to wit:

**ALL AND SINGULAR**, those certain parcels, lots, or tracts of land in Conway Township, County and State aforesaid, containing approximately 2.38 acres, located at 588 Hwy 544 Parcel B-1 (PIN 382-04-04-0001) and Parcel B-2 (PIN 382-05-01-0001), and rezone from the Horry County Highway Commercial (HC) district to the City of Conway Highway Commercial (HC) district.

This annexation includes all waterways, roads, and rights-of-way adjacent to the property. For a more specific description of said property, see attached map.

**SECTION 2. APPLICATION OF ZONING ORDINANCE:**

The property is admitted as City of Conway Highway Commercial (HC) area under the zoning laws of the municipality.

**SECTION 3. EFFECTIVE DATE:**

The annexation is effective as of the date of the final reading of this Ordinance.

**AND BE IT FURTHER ORDAINED** that such changes shall be made on the Official Zoning Map. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

**RATIFIED BY CITY COUNCIL**, duly assembled, this 18 day of September, 2023.

\_\_\_\_\_  
Barbara Jo Blain-Bellamy, Mayor

\_\_\_\_\_  
Justin D. Jordan, Mayor Pro Tem

\_\_\_\_\_  
K. Autry Benton, Jr. Council Member

\_\_\_\_\_  
Amanda Butler, Council Member

\_\_\_\_\_  
William M. Goldfinch IV, Council Member

\_\_\_\_\_  
Beth Helms, Council Member

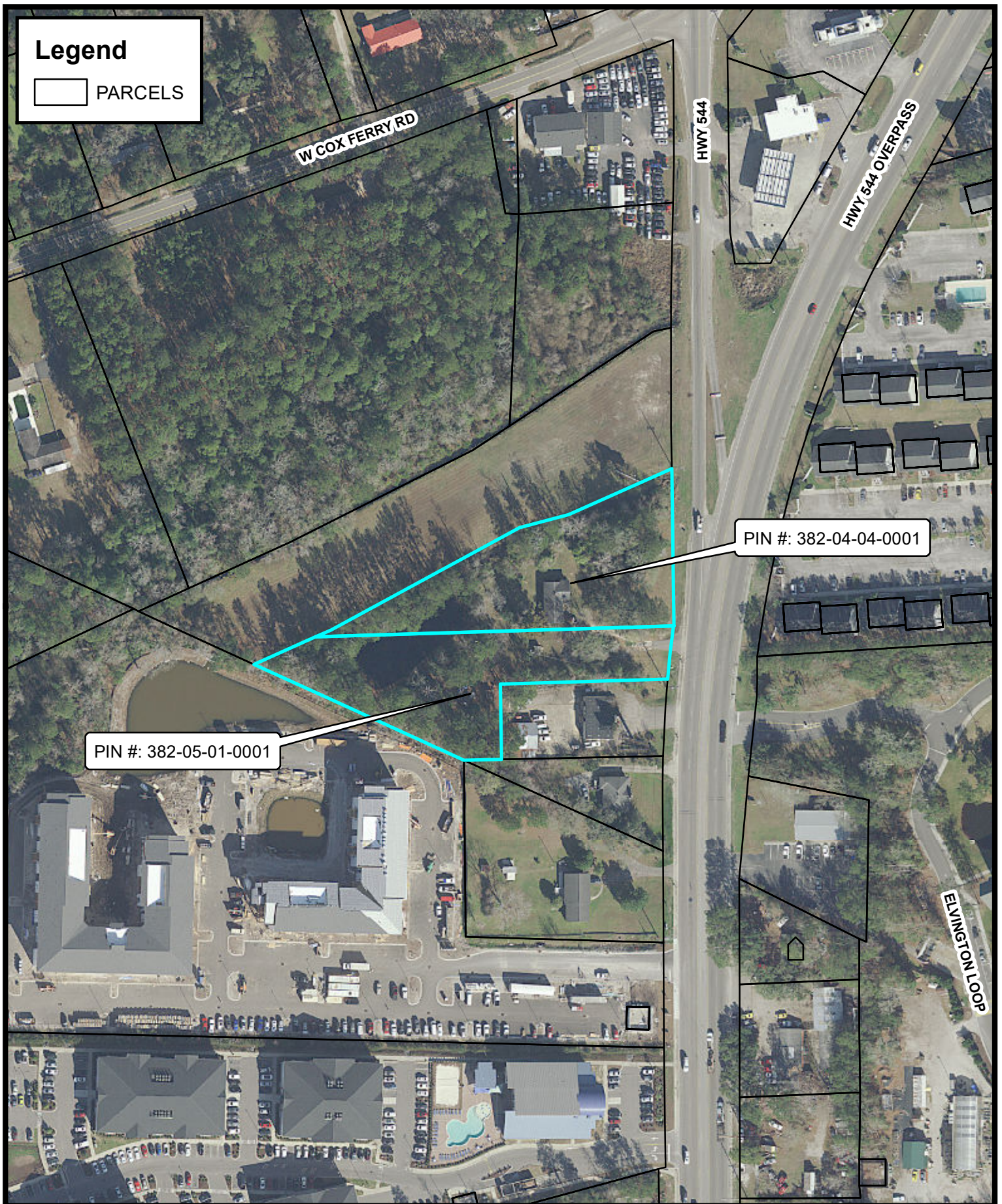
\_\_\_\_\_  
Larry A. White, Council Member

\_\_\_\_\_  
ATTEST: Alicia Shelley, City Clerk

First Reading: July 17, 2023

Final Reading: September 18, 2023

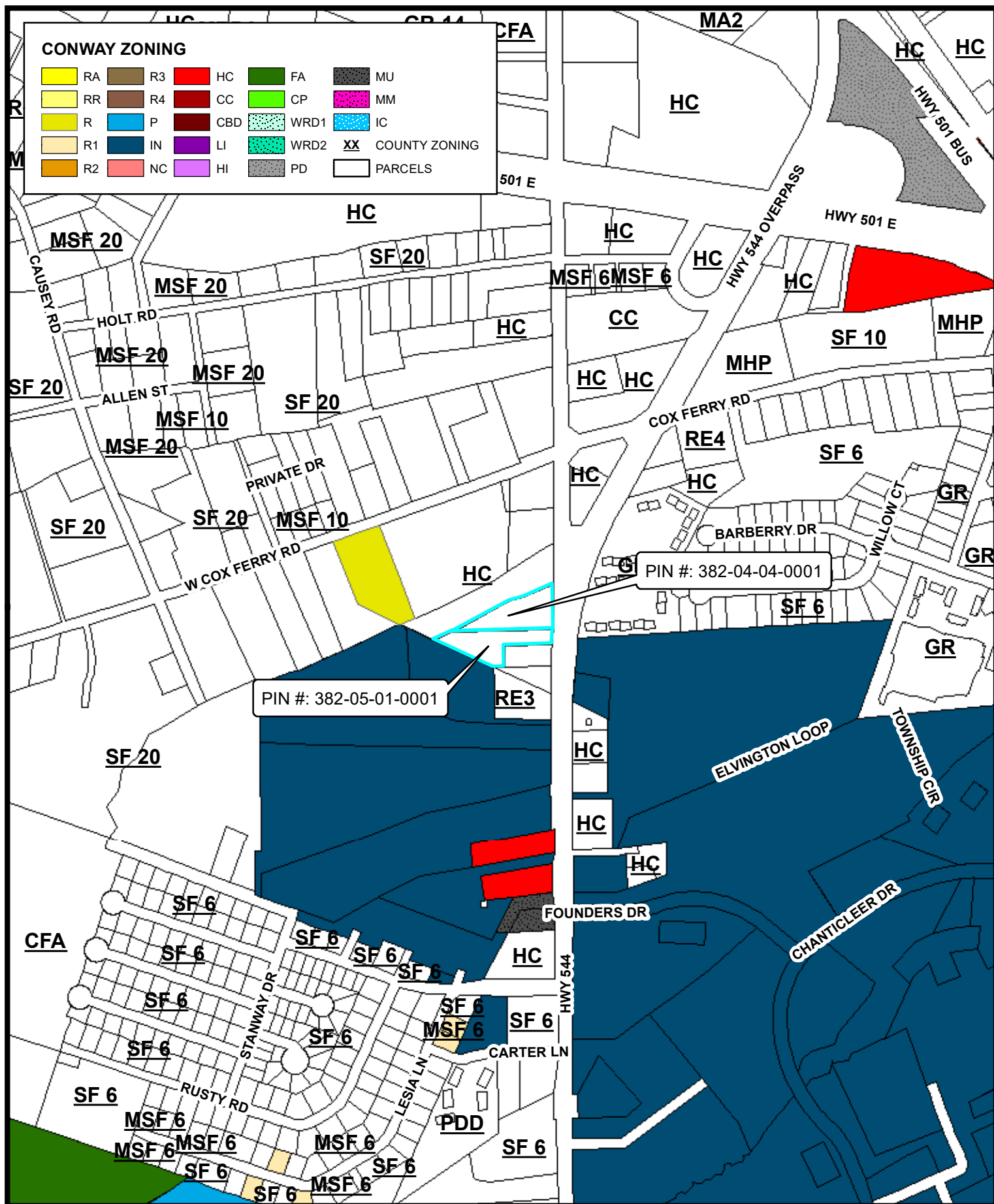


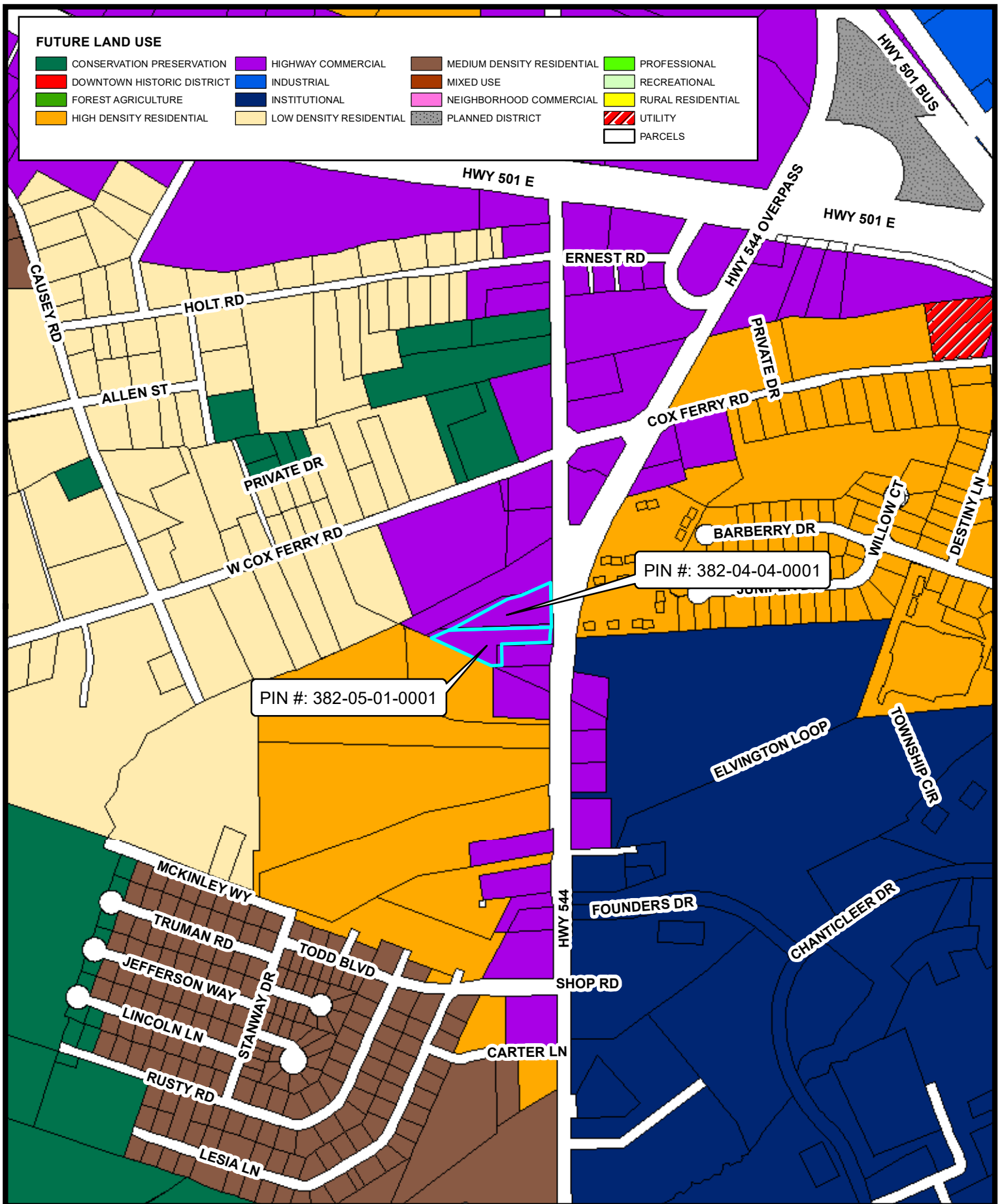














STATE OF SOUTH CAROLINA )

) RESTRICTIVE COVENANT

COUNTY OF HORRY )

KNOW ALL ME BY THESE PRESENTS, that, (I, we) MICHAEL J. MASHARIS  
(Grantor) seek permission to connect to the Water and/or Sewer System of the City Of Conway.  
The property/parcel is situated outside the corporate limits of the City Of Conway. The  
property/parcel is identified in the records of the Assessor of Horry County as Parcel Identification  
Number (PIN) 382-04-04-0001 and is physically located at  
588 Highway 544 In Conway, South Carolina 29526  
The above referenced property was conveyed by deed to the Grantor and recorded in the Office of  
the Register of Mesne Conveyance for Horry County, South Carolina in Deed Book 466 at  
Page 466.

We understand and agree that as a condition of service and connection of the Water and/or  
Sewer System to the above referenced property, we will petition, when requested by the City Of  
Conway (by Group or Individual method) for annexation to the City Of Conway under Section 5-  
3-150 of the Code of Laws for the State of South Carolina. We further understand that it may be  
necessary to execute a petition for annexation on more than one occasion; however, the final  
acceptance of the said petition rests upon an affirmation vote of a majority of the governing body  
of the City of Conway.

It is understood and agreed upon that this covenant shall be legally binding upon  
(myself/us) as the Grantor(s), and our heirs and successors. Any violation of, or refusal to sign,  
said petition shall result in either legal recourse for nonperformance by the City, and/or termination  
of water and/or sewer services provided to the premises.

It is further understood and agreeable that the City may inspect and approve the owner's  
water and/or sewer system prior to connection to insure compliance with the City and State  
regulations. An inspection fee, if applicable, may be imposed for such inspection in accordance  
with the guidelines and policies set forth by the City of Conway.

All rights, powers, and privileges hereby granted to the City of Conway as grantee shall  
convey to its heirs, successors and assigns, and shall be binding upon the heirs, successors,  
administrators, executors and assigns of the Grantor. Grantor acknowledges that the conditions of  
this agreement and this agreement itself is a restriction and covenant of the title of the above  
reference property and binding upon the grantors, heirs, successors, and assigns. Furthermore, it is  
mutually agreeable that upon any dividing, separation, or split of the above referenced property,  
this agreement shall remain binding upon the successors and heirs of such division, and that this  
covenant shall remain binding upon the successors and heirs of such division, and that this covenant  
shall remain a restriction and covenant on the title of the parcel resultant of such division.

Deed BK: 4694 PG: 2889 Doctype: 082  
06/26/2023 at 12:35:51 PM, 1 OF 5

Marion D. Foxworth III  
HORRY COUNTY, SC REGISTRAR OF DEEDS



IN WITNESS THEREOF, the undersigned Grantor has hereto set his hand and Seal this

21<sup>st</sup> day of JUNE.

SIGNED, SEALED AND DELIVERED by:

Grantor in the presence of:

[Signature]  
Witness

CHARLIE GWIN

MICHAEL J. MASHAUGHS  
Grantor Name

JOHN MAY  
Witness or Notary

STATE OF SOUTH CAROLINA )

)

PROBATE

COUNTY OF HORRY )

PERSONALLY appeared before me the undersigned witness, and made oath that he/she saw the within named Grantor(s) sign, seal and as his/her act and deed, deliver the within written Agreement and Covenant; and that he/she with the other witness named above witnessed the execution thereof.

[Signature]

Witness

SWORN TO BEFORE ME THIS 21<sup>ST</sup>  
DAY OF JUNE, 2023

Lydia Pearl Anderson

NOTARY PUBLIC FOR SOUTH CAROLINA (signature)

LYDIA PEARL ANDERSON

NOTARY PUBLIC FOR SOUTH CAROLINA (printed)

My commission expires: 9-5-2029

Section 26-1-120 (E) (4): A witness is not a party to or a beneficiary of the transaction, signed the record as a subscribing witness.





# PETITION FOR ANNEXATION

Staff Use Only
Received: _____
BS&A #: _____

City of Conway Planning  
Department 196 Laurel Street, 29526

Phone: (843) 488-9888  
Conway, South Carolina

[www.cityofconway.com](http://www.cityofconway.com)

**Instructions:**

- Fill out all 3 pages
- Submit signed forms to City of Conway Planning Department

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF HORRY                     )

**PETITION FOR ANNEXATION**

**TO THE HONORABLE MAYOR AND CITY COUNCIL OF CONWAY**

WHEREAS, § 5-3-150 (3) of the Code of Laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting a nnexation; and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation; and

WHEREAS, the area requesting a nnexation is described as follows, to wit:

NOW, THEREFORE, the undersigned petition the City Council of Conway to annex the below described area into the municipal limits of the City of Conway.

PROPERTY LOCATION/SUBDIVISION: HWY 544

PIN: 382-04-04-0001 & 382-05-01-0001 ACREAGE: 1.36 & 1.17 acres

PROPERTY ADDRESS: Parcel B-1: 588 Hwy 544; Parcel B-2: no address available at this time

PROPERTY OWNER MAILING ADDRESS: 411 Posada Dr., MB, SC 29572-4165

PROPERTY OWNER TELEPHONE NUMBER: 843-902-9120 (Michael J. Moshoures, applicant)

PROPERTY OWNER EMAIL: \_\_\_\_\_

APPLICANT: Chris Cummings, Stef Properties, LLC, Michael J. Moshoures

APPLICANT'S EMAIL: chris.cummings@hubinternational.com

IS THE APPLICANT THE PROPERTY OWNER? CIRCLE: YES ☒ NO ☐

**IF NOT:** PLEASE INCLUDE A LETTER OF AGENCY OR POWER OF ATTORNEY FROM THE OWNER ADDING RESPONSIBILITY TO THE APPLICANT.

PROPERTY OWNERS (Attach additional sheets if necessary)

Mike Moshoures  
(Print)

Mike Moshoures  
(Signature)

DATE: 6/18/2023

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

DATE: \_\_\_\_\_



# PETITION FOR ANNEXATION

Staff Use Only

Received: \_\_\_\_\_

BS&A #: \_\_\_\_\_

Is there a structure on the lot: Yes (on B-1) Structure Type: single-family structure (site built)

Current Use: residential structure on property

Are there any wetlands on the property?

CIRCLE: YES ☐ NO ☒

If yes, please include valid wetland delineation letter from army corps of engineers.

Is the property restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the permitted or proposed use of the land?

CIRCLE: YES ☐ NO ☒

If yes, please explain and provide a copy of covenant and/or restriction.

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Is the city a party to any deed restrictions or easements existing on the property?

CIRCLE: YES ☐ NO ☒

If yes, please describe.

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Are there any building permits in progress or pending for this property?

CIRCLE: YES ☐ NO ☒

If yes, please provide permit number and jurisdiction.

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**FEES ARE DUE AT SUBMITTAL.**

**RI ZONING DISTRICT – NO FEE ALL OTHER ZONING DISTRICTS - \$ 250**

**PLEASE SUBMIT TO THE PLANNING & DEVELOPMENT DEPARTMENT**

**[planning@cityofconway.com](mailto:planning@cityofconway.com)**



# Zoning Map Amendment Application

Incomplete applications will not be accepted.

Staff Use Only

Received: \_\_\_\_\_  
BS&A #: \_\_\_\_\_

City of Conway Planning Department  
196 Laurel Street, 29526

Phone: (843) 488-9888  
Conway, South Carolina

[www.cityofconway.com](http://www.cityofconway.com)

## Notice

All zoning map amendments shall follow the procedures set forth in Section 13.1.7 of the City of Conway Unified Development Ordinance. Amendments to the Official Zoning Map shall be initiated by members of City Council, the Planning Commission, the Planning Director, or owner(s) of the subject property. In order to partially defray the administrative cost of zoning map amendments, the applicant shall pay a filing fee to the City of Conway in the amount of \$250.00 at the time this application is submitted. Planned Development rezonings are \$2,500.00 and Planned Development Amendments are \$500.00, and due at the time of submission. A plat of the property to be rezoned may be required with this application.

PHYSICAL ADDRESS OF PROPERTY: 588 Hwy 544 (and adj. parcel) FEE PAID ( ) YES ( ) NO

AREA OF SUBJECT PROPERTY (ACREAGE): 1.36 & 1.17 acres PIN: 382-04-04-0001 & 382-05-01-0001

CURRENT ZONING CLASSIFICATION: Horry County Highway Commercial (HC)

COMPREHENSIVE PLAN 2035 FUTURE LAND USE: Highway Commercial (HC)

REQUESTED ZONING CLASSIFICATION: Highway Commercial (HC)

NAME OF PROPERTY OWNER(S):

Stef Properties, LLC PHONE # \_\_\_\_\_

Chris Cummings (applicant) PHONE # 843-902-9120

MAILING ADDRESS OF PROPERTY OWNER(S):

411 Posada Dr., Myrtle Beach, SC 295272

411 Posada Dr., Myrtle Beach, SC 295272

\*\*\*\*\*

I (we) the owner(s) do hereby certify that all information presented in this Zoning Map Amendment Application is correct.

Mike Moch 6/18/2023  
PROPERTY OWNER'S SIGNATURE(S) DATE

[Signature] 6/18/2023  
PROPERTY OWNER'S SIGNATURE(S) DATE

THE APPLICANT OR A REPRESENTATIVE MUST BE PRESENT AT THE MEETING.



**DATE: SEPTEMBER 18, 2023**  
**ITEM: IV.B**

**ISSUE:**

Approval of Letter of Intent for Grainger and Lake Busbee site with Santee Cooper

**BACKGROUND:**

Since April of 2022, the City of Conway has been working with Santee Cooper to acquire the former Grainger Steam Plant site, ash ponds and Lake Busbee. Great progress has been made to this end. Santee Cooper has asked that the attached Letter of Intent be approved by Council formally and that the City Administrator be authorized to sign on behalf of the City.

Once received, Santee Cooper's Board of Directors and the South Carolina State Legislature's Joint Bond Review Committee must approve the transfer of property to the City. Further, as part of the City's due diligence, we are working with the Waccamaw Regional Council of Governments to study the potential contaminants contained on the site and plan for the future remediation.

**RECOMMENDATION:**

Approve the execution of the Letter of Intent and authorize the City Administrator to sign on behalf of the City.

September 22, 2023

Mr. Adam Emrick, AICP  
City Administrator  
P.O. Drawer 1075  
229 Main Street  
Conway, South Carolina 29528  
Sent via regular mail and email – aemrick@cityofconway.com

Letter of Intent for the potential acquisition by the City of Conway of the Grainger Generation Site and Lake Busbee consisting of +/- 808 acres

Dear Mr. Emrick:

Santee Cooper is pleased to further conversations with the City of Conway (“Conway”) on their interest in acquiring the former Grainger Generation Station site together with Lake Busbee for redevelopment into a recreational amenity and to support Conway’s economic development. Many productive conversations and meetings have occurred during which Conway outlined an overall plan. Santee Cooper has a longstanding working relationship with Conway and is seeking a beneficial reuse of the site, to encourage economic development and secure the long-term management of Lake Busbee for attracting and sustaining wildlife.

Based on the information submitted by Conway on January 10, 2023, we understand Conway is interested in acquiring from Santee Cooper the +/- 808 acres described herein on Exhibit A (“Property”) and to redevelop the Property as generally shown on the “Conceptual Project Plan” attached hereto as Exhibit B (“Intended Use”). Conway and Santee Cooper are each referred to as a “Party” or collectively the “Parties”.

Conway and Santee Cooper wish to outline the general terms and conditions that will form the basis of future definitive agreements for Conway’s potential acquisition of the Property. This Letter of Intent (“LOI”) is meant to outline the business terms under which the Parties would consider entering into other future definitive agreements. The execution and delivery of the agreements shall be subject to, among other things, Conway’s satisfactory completion of its due diligence and approval of such agreements on behalf of each Party by all necessary boards of directors or other appropriate management bodies. Neither Party shall be bound by the terms contained in this LOI until definitive agreements are negotiated with the benefit of counsel and executed by both parties.

The Parties agree to proceed under the following terms:

1. Seller. South Carolina Public Service Authority – “Authority”
2. Purchaser. City of Conway – “Conway”

3. Property. The former Grainger Generation Station site and Lake Busbee consisting of +/- 808 acres as shown on the attached Exhibit A.
4. Purchase Price. The Property shall be conveyed for nominal consideration subject to the terms and conditions herein.
5. Prior Approvals. Authority must obtain the approval of the Water Services and Resource Management Committee of its Board of Directors (WSRMC) and the South Carolina State Legislature's Joint Bond Review Committee (JBRC) prior to transferring the Property. The JBRC meets approximately every sixty (60) days.
6. Lease Back Area. - Conway shall lease back to Authority at no cost that certain portion of the Property containing the existing crew quarters ("Lease Back Area"), as shown on Exhibit A, for a term of five (5) years, which can be unilaterally renewed by Authority until such time as Authority relocates operations from the Property ("Lease"). Authority can unilaterally terminate the Lease at any time with written notice to Conway ninety (90) days prior to termination.
7. Use and Maintenance - Upon conveyance of the Property to Conway, Conway shall be solely responsible for the use and maintenance of the Property, except for the Lease Back Area. Conway recognizes the prior use of the Property as the Grainger Generating Station and supporting ash ponds. Ash Pond 1 met all South Carolina Department of Health and Environmental Control ("DHEC") closure requirements with no restrictions and Ash Pond 2 and the Legacy Pond met DHEC closure requirements with restrictive covenants. Additionally, Lake Busbee is subject to covenants and restrictions, as described below. Conway acknowledges that Ash Pond 1, after meeting all closure requirements with no restrictions, is the only pond available for recreational use. Any restrictions to water access shall be included on signage to be installed by Conway on the Property. The restrictions, covenants and environmental requirements are summarized on the attached Exhibit C ("Restrictive Covenants"). The conveyance shall be subject to all matters of public record, including Restrictive Covenants. Only the above-ground portions of the former Grainger Generating Station have been removed. The subsurface of the generating station site has not been removed and therefore the site may contain former structures and other materials. Conway is responsible for performing their own due diligence investigations and developing the Property based upon the existing conditions. Any disturbance or removal of material from the Property shall be Conway's responsibility.
8. Due Diligence. Conway shall have a reasonable time period, but under no circumstances longer than two hundred ten (210) days from the execution of this Letter of Intent ("Due Diligence Period") to investigate the Property and determine, to its sole satisfaction, if the Property is suitable for Conway's Intended Use and such redevelopment is feasible on the Property. During the Due Diligence Period, Conway shall have the right to access the Property to conduct its due diligence investigations including onsite inspections. Any onsite inspections shall require the prior approval of and coordination with Authority.

9. Property's Condition. - Conway acknowledges and agrees that it is accepting the Property AS IS, WHERE IS and WITH ALL FAULTS without any warranties, representations or guarantees, either expressed or implied, of any kind, nature, or type whatsoever from or on behalf of Authority, except as specifically set forth herein. Without limiting the generality of the foregoing, Conway acknowledges and agrees that Authority hereby expressly disclaims any and all implied warranties concerning the condition of the Property and any portions thereof, including, but not limited to environmental conditions, the implied warranties of habitability, merchantability, or fitness for a particular purpose, except as set forth herein. Conway is responsible for any site investigations as part of its due diligence prior to initiating conveyance, permitting and construction. The Authority shall cooperate and provide any documents or related information on the Property's environmental condition to the extent such information exists. Conway shall bear full responsibility for any Hazardous Materials violations which have occurred subsequent to the date of conveyance of the Property to Conway. Conway's obligations pursuant to this Section shall survive the termination or earlier expiration of the Letter of Intent. For purposes hereof, the term "Hazardous Materials" includes, without limitation any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Act of 1976, as amended and in any regulations adopted and publications promulgated pursuant thereto or any other federal, state or local environmental laws, ordinances, rules or regulations.
10. Planned Improvements. The Property shall be used for the development of public recreation facilities for use by the general public and for economic development. A conceptual plan of the proposed public recreational facilities described as the Intended Use is attached as Exhibit B. . Conway agrees to redevelop the Property consistent with the development and use restrictions contained in the Restrictive Covenants which specifies no residential use is permitted within the Legacy Pond, Ash Pond 2 or Lake Busbee. Conway agrees to not place any portion of the beach under the transmission lines. Furthermore, Conway shall install and maintain a bouy system or other acceptable mechanism to restrict sail boat and other motorized vessel access under the transmission lines.
11. Funding of Planned Improvements – Conway agrees to construct and operate the necessary infrastructure for the Project (the "Improvements"). Authority shall not be responsible for any costs associated with the construction or operation of any Improvements. The Improvements shall be operated in a first-class manner that is equal or greater to the standard found at comparable facilities.
12. Lake Busbee - Conway shall use its best efforts to enter into an agreement with the Waccamaw National Wildlife Refuge or similar organization for the long-term management and use of the Lake Busbee portion of the Property. In the event Conway is unable to reach an agreement with the Wildlife Refuge, then Conway shall manage Lake Busbee in a manner consistent with the current use of attracting and sustaining wildlife.

13. Right of Way Easements. - Conway shall provide to Authority right-of-way easements using Authority's standard easement form for any and all transmission or distribution lines or facilities located on the Property or required for power delivery consistent with the existing rights of way. Any use of the Property within the required easement corridors shall follow Authority's encroachment guidelines and requirements.
14. Monitoring. Authority is required to perform ongoing wetlands progression testing and ground water monitoring on the Property. Conway shall maintain the Authority's current access to its monitoring wells. A map of the current location of the monitoring wells is attached as Exhibit D. The location of the monitoring wells may be amended by the Authority in order to comply with monitoring and testing obligations. Any Improvements shall not interfere with Authority's ability to access the monitoring wells and any interference with this access shall be the sole liability of Conway and shall be cured within thirty (30) days of written notice of Authority. Failure to cure within this time frame grants Authority the right to cure and any resulting costs shall be the sole responsibility of Conway. Upon execution of this Letter of Intent, Conway shall provide a Right of Entry to Authority to enter the Property and perform any and all testing and any other requirements or operations that Authority is required to perform.
15. Compliance. - Conway shall comply, at its own expense with all Federal, State and local health and sanitation laws or regulations now or hereafter applicable to the Property, including the requirements and obligations of the Restrictive Covenants. Conway acknowledges that there is a pending rule from the United States Environmental Protection Agency ("EPA") that may affect the monitoring and testing obligations in regard to the Legacy Pond, Ash Pond 1, and Ash Pond 2. The final rule is currently expected to be finalized in June 2024. Any Improvements constructed or installed by Conway prior to the final issuance of that rule are at Conway's sole risk and may need to be relocated to comply with the final rule.
16. Annexation. - Conway shall be responsible for annexation of the Property and any changes or costs resulting from annexation. Conway shall seek agreement with Horry County for the dedication, at no cost to Horry County, of the stormwater pond adjacent to the Courthouse.
17. Recognition. Conway shall install and maintain permanent signage on the Property recognizing Authority's contribution to and support of the project in a manner that benefits the community, is sustainable, and showcases the history and story of the redevelopment of the Property. Temporary signage recognizing Authority shall be installed at conveyance, with permanent signage to follow on or before the opening of the Project to the public's use. Authority shall have the right to review the proposed signage prior to installation and the signage shall be approved by Authority prior to installation. Conway agrees to support Authority in seeking recognition for supporting redevelopment of the Property in a manner that benefits the overall community and is sustainable.

18. Conveyance Documents. Authority shall deliver to Purchaser at Closing a Limited Warranty Deed free and clear of all monetary liens. Authority will also deliver other normal and customary closing documents.
19. Representations and Warranties. The parties shall make standard representations and warranties concerning their status, the transaction and the condition of the Property and title to the Property in definitive documents.
20. Brokerage: Conway and Authority acknowledge that no brokers, agents, or other parties are due a brokerage commission or fee as a result of this transaction.
21. Closing. Closing shall take place at a time and place designated by Conway no later than thirty (30) days after the expiration of the Due Diligence Period.
22. Closing Costs.

Conway shall pay the following:

- a. Title Search and Insurance
- b. Survey
- c. All cost related to Due Diligence
- d. Purchaser's consultants and attorney fees
- e. Recording cost
- f. Transfer Taxes

Authority shall pay the following:

- a. Seller's consultants and attorney fees
- b. Deed preparation

23. Real Estate Taxes and Other Expenses. Property taxes, assessments and other expenses shall be estimated and prorated as of the Closing date.
24. Assignment. Conway is specifically prohibited from assigning this LOI to any other party.
25. Amendments. This LOI shall not be amended except by instrument in writing signed by the Parties.
26. Governance. – This LOI shall be governed by the laws of the State of South Carolina.
27. Not an Offer or Commitment. – The LOI is not an offer or commitment on the part of either Party or any of their affiliates to consummate the proposed transaction. The Parties understand that this LOI constitutes a non-binding statement of the Parties intentions with respect to the proposed transaction but does not contain all matters upon which agreement would need to be reached and therefore does not constitute a binding commitment or agreement with respect to the proposed transaction itself. Any actions taken by a Party in reliance on the non-binding terms expressed herein, or on statements made during negotiations pursuant to this LOI, shall be at the

Party's own risk, and this LOI shall not be the basis for a contract by estoppel, implied contract or any other legal theory.

We are pleased with the interest by Conway in the potential redevelopment of the former Grainger Generation Station property and Lake Busbee. This nonbinding LOI shall be open for acceptance until 5:00 pm September 1, 2023. If you agree, please indicate by signing below. If you have any questions, please call me directly at my office 843- 761-7072 or reach out via email [marty.watson@santeecooper.com](mailto:marty.watson@santeecooper.com). We look forward to working with you and the City of Conway.

Sincerely,

J. Martine Watson  
Chief Commercial Officer



Cc: Pamela Williams, Santee Cooper  
Cc: Mollie Gore – Santee Cooper  
Cc: Anna Strickland – Santee Cooper  
Cc: Dan Camp, Santee Cooper  
Cc: Amanda Callander, Santee Cooper

**ACKNOWLEDGED AND ACCEPTED:**

**South Carolina Public Service Authority**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

**ACKNOWLEDGED AND ACCEPTED:**

**City of Conway**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

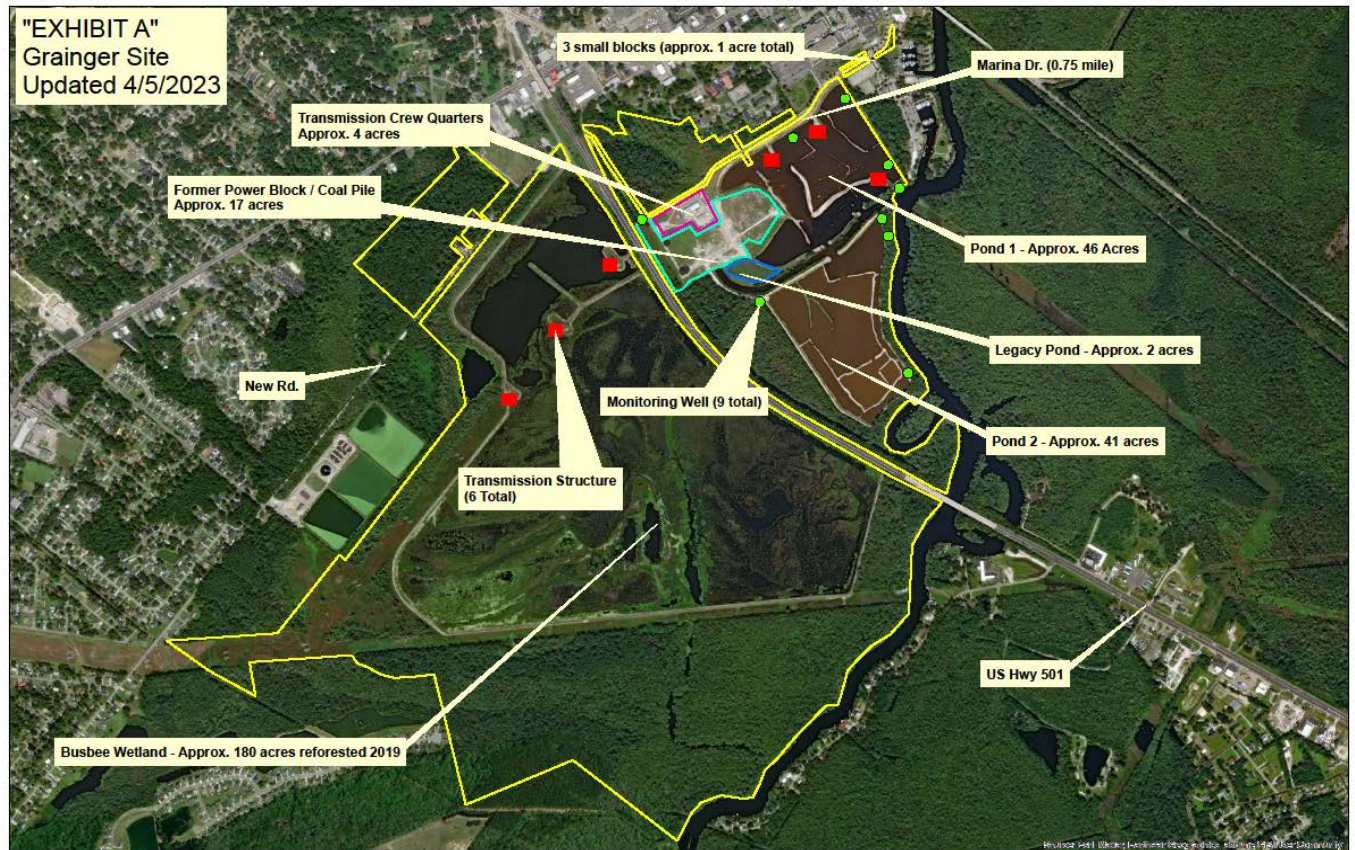
Date \_\_\_\_\_, 2023



## Exhibit A

### Legal Description of Property

The former Grainger Coal-Fire Generating Station site and Lake Busbee is approximately 808 acres. The property consists of the decommissioned plant site with subsurface fill, operational crew quarters, Ash Pond 1, Ash Pond 2, Legacy Pond, and cooling pond Lake Busbee. Deed restrictions on Ash Pond 2, Legacy Pond, and Lake Busbee prohibits activities that may disturb the sediment.



## Exhibit B

### Intended Use - Conceptual Project Plan



PAGE 1 of 22

- Reestablish the site as “The Gateway to the Grand Strand”
- Create major recreational amenity
- Open land up to public access
- Protect environmentally sensitive areas
- Create a destination which will translate into economic windfall for downtown
- Strengthen partnerships between City & Santee Cooper
- Help solidify Conway as the Riverfront & Downtown destination



PAGE 2 of 22





The request includes all of parcels:  
36800000008, 36800000014, 36800000015

This includes small portions of  
36800000008 that were previously  
approved by Santee Cooper for transfer to  
the City of Conway that are roadways,  
drainage, and landscaping areas already  
maintained by the City as shown below.



PAGE 3 of 22



These three fragments have been surveyed and deeds have been prepared  
for Santee Cooper's consideration.

All parties are ready to proceed with this transfer immediately.

#1 – This parcel fragment will be  
deeded from Santee Cooper to  
Horry County – current use is  
buffer and stormwater

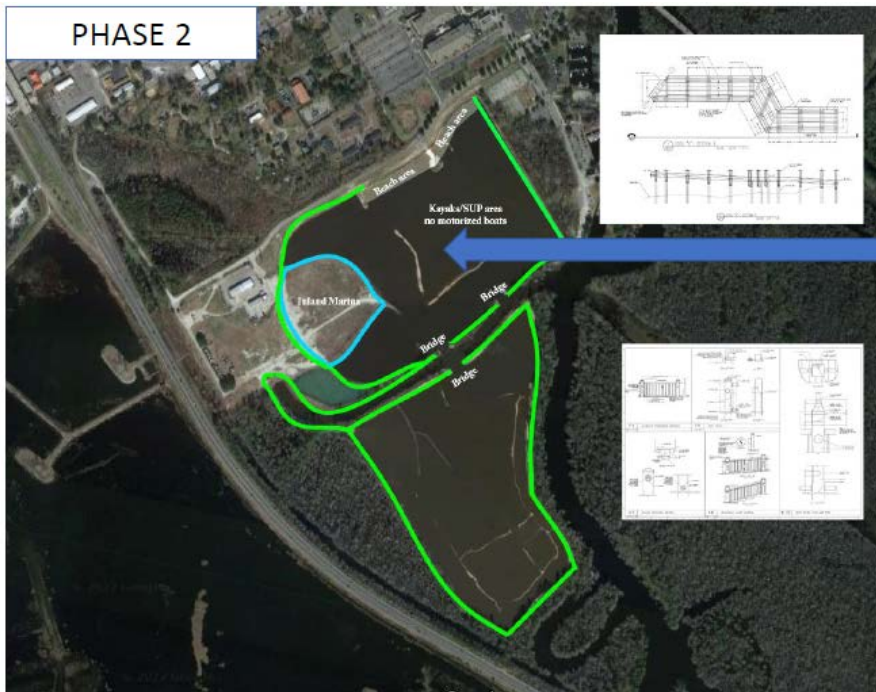
#2 – This parcel fragment will be  
deeded from Santee Cooper to the  
City of Conway

- Current use - former train  
tracks, landscaping and portions  
of Laurel Street
- Future use - landscaping,  
roadway, and future fountain  
plaza

#3 – This parcel fragment will be  
deeded from Santee Cooper to the  
City of Conway

- Current use - former train  
tracks
- Future use – fragment will be  
incorporated into former tennis  
center area park redesign

PAGE 4 of 22

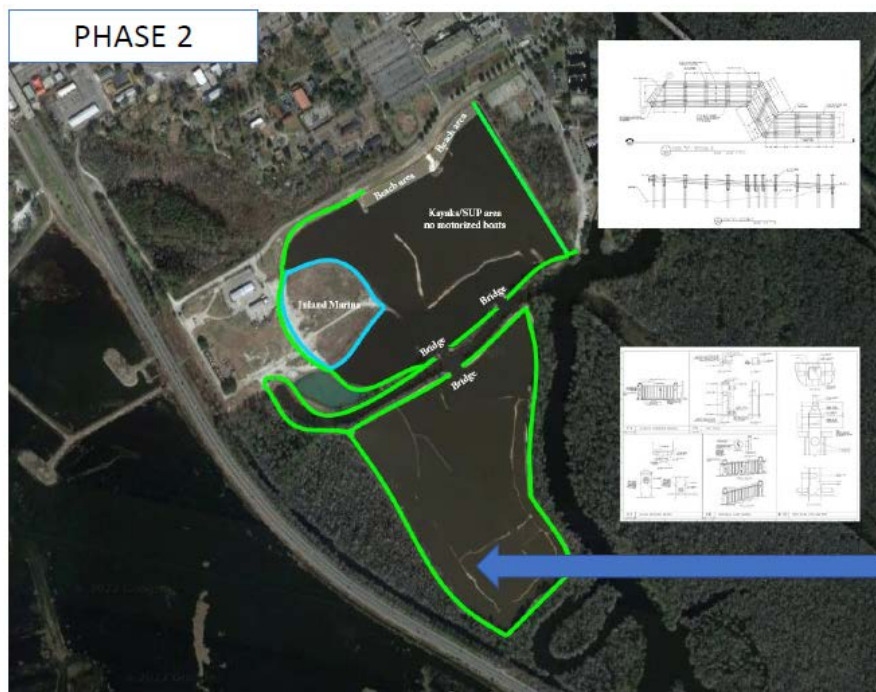


## Plan for Ashpond Redevelopment

Treat Ashpond #1 as recreational amenity

- Area closest to Marina Drive will be a Beach area
- Riverwalk style boardwalk will run around perimeter of Ashpond with bridges over dyke breaks
- This will provide a safe area for swimmers and non-motorized boat traffic
- Existing cooling canal will be assessed for improvements for boat travel

PAGE 5 of 22



## Plan for Ashpond Redevelopment

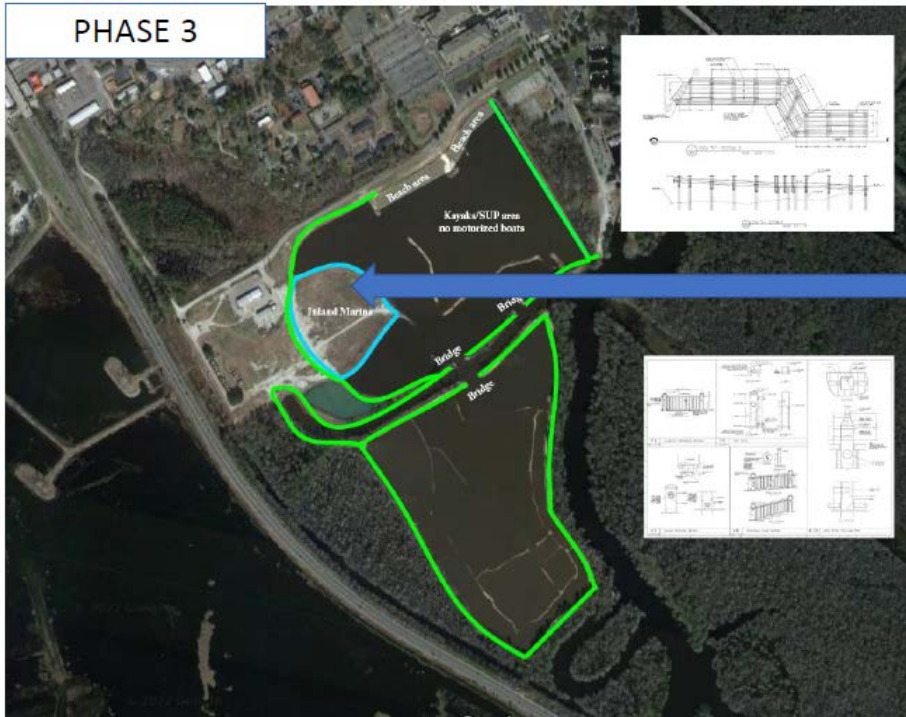
Open access to banks of Ashpond #2

- Recognizing the environmental restrictions on access to the water area of Ashpond #2, we will utilize the banks of the ashpond for Riverwalk style boardwalk trail
- Countless bird, alligator and other native flora and fauna species will be viewable by this unique amenity
- The new boardwalk trail will tie into the boardwalk surrounding Ashpond #1, allowing for numerous runs, walks, and other events

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### PHASE 3



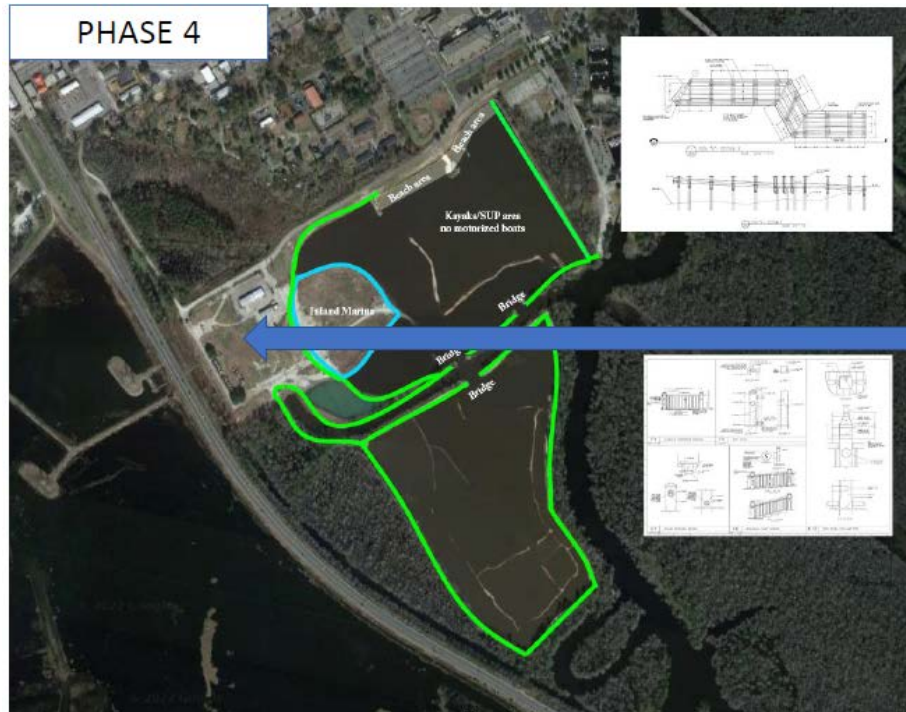
### Plan for Ashpond Redevelopment

Utilize former coal storage area as Inland Marina

- Current marinas are at capacity
- Area will accommodate as many as 100 additional wet slips
- Marina will be accessed via existing canal
- Marina will provide high visibility amenity from Hwy 501 and major asset for future redevelopment of former Steamplant area

PAGE 11 of 22

### PHASE 4



### Plan for Steamplant Site Redevelopment

After all recreational amenities are completed

- Understanding the environmental challenges, both known and unknown, the City will seek partners to redevelop the former steamplant site
- The demand and quality of this development will be increased after recreational amenities are in place
- This area will re-establish that Gateway to the Grand Strand landmark
- This will be a true public/private partnership

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## **SUMMARY OF PLANNED AMENITIES**

- Waccamaw Beach
- Paddle Park
- 2.5 miles of Riverwalk
- 100 slip inland marina
- Public/Private Partnership Development of Uplands



PAGE 14 of 22

## Exhibit C

### Summary of Environmental Requirements for Grainger Ash Ponds

Summary of Environmental Requirements for Grainger Ash Ponds					
No.	Restriction or Requirement	Ash Pond 1	Ash Pond 2	Legacy Pond Notes	Document Reference
1	Swimming, fishing, and boating are prohibited		X	X	Declaration of Covenants and Restrictions dated July 2, 2020
2	Access to waters is restricted except for maintenance, environmental sampling or testing, and inspection purposes		X	X	
3	No prohibitions on installing and maintaining a boardwalk or similar structure provided it prohibits public access to waters or wetlands		X	X	
4	Residential use is prohibited		X	X	
5	Soil disturbing activities are prohibited <u>without DHEC approval</u>		X	X	
6	Conduct groundwater monitoring until DHEC deems is no longer necessary		X	X	
7	Annual wetland inspection required for 3 years <u>from date of filing</u>		X	X	
8	Perform annual inspections of wetlands for 3 years <u>after planting has occurred</u>	X	X	X	Post Closure Care Plan dated February 2021
9	Groundwater monitoring shall occur until constituents meets Federal standards, analytical data stabilizes, and DHEC approves cessation.	X	X		
10	Conduct surface water monitoring within 2 weeks of groundwater monitoring.	X	X		
11	Adaptive Management Plan may be required if groundwater monitoring is not improving as expected	X	X		
12	Adaptive Management Plan may be required if wetlands is not meeting performance standard at conclusion of 3 year monitoring period	X	X	X	
13	Inspect "No fishing..." signs during each groundwater monitoring event		X	X	
	<u>Additional Notes:</u>				
1	Grainger could become subject to EPA's CCR "Legacy Impoundments" Rulemaking. A proposed draft is expected June 2023 and final rule is expected June 2024.				
2	Speculatively, but based on experience with existing CCR Rule, this could mean additional monitoring well installations which would require drill rig access (larger and heavier than ATV) and some form of groundwater treatment				



## Exhibit D

### Map Showing Location of Testing Wells



**DATE: SEPTEMBER 18, 2023**  
**ITEM: IV.C.**

**ISSUE:**

Bethel AME Church -YPD is requesting approval for Oct-to-be-Here on October 28, 2023 from 12:00 p.m. to 5:00 p.m.

**BACKGROUND:**

This event was last held in October 2019. Bethel AME Church- YPD is doing a support youth and community awareness day.

Bethel AME is requesting road closure at Racepath Avenue and Smith Street and at 1528 Racepath Avenue.

There will be approximately 50 participants and 10 vendors.

**RECOMMENDATION:**

Approve the special event permit as presented.

RECEIVED  
9/11/2023



**For Office Use Only**  
**Permit Application**

- ☐ Approved  
☐ Disapproved  
☐ Charges required  
in the amount of \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SPECIAL EVENT PERMIT APPLICATION**

According to the Code of Ordinances of the City of Conway, it is unlawful for any person to hold, manage, conduct, aid, participate in, form, start or carry on any parade or public meeting or assembly or picketing, in or upon any public street, park or other public grounds in the city unless and until a permit to conduct such meeting, assembly, parade or picketing has been obtained. A special event application is also required for events held on private property within the city that may expect a large crowd, impact on the neighborhood and/or city services, or require other permits such as zoning, signage, etc. Charges may apply to each application. The City of Conway, at its discretion, may choose to waive any fees and charges for special events held by bonafide, non-profit organizations.

**APPLICATION FOR PERMIT MUST BE FILED NOT LESS THAN  
30 DAYS IN ADVANCE OF THE PROPOSED ACTIVITY.**

Name of the event: Oct to be Here

Name of permit holder: Ashley Livingston

Address of permit holder: 707 Melson St

City: Conway State: SC Zip: 29527

Telephone number of permit holder: 843-248-2492 Cell 843-246-8818

Are you conducting the activity on behalf of an organization? ☒ Yes ☐ No

Is your organization a non-profit 501(c)(3) organization? ☐ Yes ☐ No

Name of organization: Bethel AME Church -YPD

Address of organization: 1530 Racepath Ave Conway SC

Telephone number of organization: 843-248-2492

What is the purpose of the activity? Support youth and community awareness

What is the proposed date(s) of the activity? 10/28/2023

What are the proposed times of the activity? 12pm-5pm

What are the plans for the event? \_\_\_\_\_

What is the location or route of the activity? (Please attach any necessary route maps.) \_\_\_\_\_  
1530 Racepath Ave Bethel AME Church to 1528 Racepath Ave Conway SC

**If you are conducting a parade, please attach a map showing the route with the portion of the street(s) and/or sidewalk(s) to be utilized clearly marked.**

List any streets which may need to be closed, including specific dates and times of closing and re-opening:

Smith St. just on the side of the church

What is the approximate number of participants? 50

What is the approximate number of vendors? 10-possible yard sale tables

**BUSINESS LICENSE REQUIREMENTS:** Any vendors at this event who do not have 501(c)(3) nonprofit status are required to purchase a business license.

Will there be any vehicles, water craft, equipment or animals used for the event? ☐ Yes ☒ No  
If yes, please explain:

Are you requesting any road blockades? (charges may apply) ☒ Yes ☐ No  
If yes, please attach a map showing the locations of any road blockades.

Are you requesting any police assistance? (charges may apply) ☐ Yes ☐ No

Are you requesting to set up tents or temporary structures? (charges may apply) ☐ Yes ☐ No  
If yes, please attach a drawing showing the locations and sizes of all auxiliary structures.

Are you requesting any fire/medical standby assistance? (charges may apply) ☐ Yes ☐ No

Will supplementary utility services such as power and water be used in addition to what is available in the area? If yes, describe in detail the specific utilities and location. Any additional utilities must be provided by the applicant. ☐ Yes ☒ No

Have you requested or obtained a permit from any other jurisdiction (city or county) within which the activity shall commence, terminate or occur in part? ☐ Yes ☒ No

How do you plan to remove garbage? Ourselves

Will existing restroom facilities be adequate? ☒ Yes ☐ No

If not, describe plans to augment available sanitary facilities: Inside the Church

Please include any additional information that may be useful: N/A

Does any of the following apply to the proposed activity: Fireworks Display Other  
(live band, band, loudspeakers, sound amplifiers, etc.). Please specify: 1 Band/DJ for Gospel performances

**ALCOHOL SALES AT SPECIAL EVENT:** *Procedures and logistics for serving alcoholic beverages must be submitted with the special event permit application. These should include but are not limited to location, hours of operation, locations with site diagram and security procedures. Consideration will also be given as to whether alcohol sales would create potentially dangerous situations due to the nature of the event. Permission to serve or consume alcohol may be granted by the city as part of the special event permit; however, such service must comply with all South Carolina Alcohol Beverage Control Commission regulations and the City of Conway Special Events Alcohol Control Policy. The City reserves the right to revoke the permit or require the applicant to discontinue alcohol sales whenever the consumption of alcohol by participants becomes excessive or when, over a period of time, participants regularly demonstrate obnoxious, loud, or other inappropriate behavior following events.*

Will alcoholic beverages be served?

☐ Yes ☒ No

Will alcoholic beverages be sold? *If yes, SC ABC permit required.*

☐ Yes ☐ No

*Hard alcohol (liquor) may not be present, possessed, consumed and/or served at any permitted special event. Section 7-2-2 (b) (1) states "The sale of alcohol within the designated area of a special event is limited to beer and wine." Beer and/or wine must be served in opaque paper, plastic or Styrofoam cups.*

**VENDORS:** Please list any vendors, including applicant, for whom you are requesting permission to sell alcohol and the proposed locations for sales.

None

**RESTAURANTS:** Please list any restaurants for which you are requesting permission to sell alcohol for public consumption during the special event.

N/A

Times for alcohol to be served: From \_\_\_\_\_ To \_\_\_\_\_

**Event map must show requested designated special event area for alcohol sales/public consumption.**

**The following does not apply to restaurants:**

Have you applied for a South Carolina temporary ABC Permit? ☐ Yes ☒ No

Name of insurance company providing general liability with liquor liability insurance for the event naming the City of Conway as additional insured (a copy of the Certificate of Insurance must be provided): None-No alcohol permitted at this event

**ACKNOWLEDGMENT:** *I acknowledge that I have read and do fully understand the Special Event Alcohol Control Policy attached to this application and agree to comply with the guidelines.*

Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_





## SPECIAL EVENTS

### ALCOHOL CONTROL POLICY

All event organizers and restaurants are required to be familiar with and follow the guidelines when participating in special events where alcoholic beverages will be permitted. It is understood that responsibility for fully meeting these requirements during an event rests with the event organization and/or restaurant serving alcohol within a designated special event area.

1. Hard alcohol (liquor) may not be present, possessed, consumed and/or served at any permitted special event. *Section 7-2-2 (b) (1) states "The sale of alcohol within the designated area of a special event is limited to beer and wine."*
2. Public consumption of alcohol as authorized by the special event permit shall not begin before the designated event start time. There shall be no open containers of alcohol allowed in the event area before this designated time. The event organizers and all participating restaurants must discontinue alcohol distribution for public consumption within the event area at a minimum of 30 minutes prior to the end of the event. All alcohol must be cleared from the event site at the end of the event.
3. At no other time may alcohol be present, possessed, served, and consumed in the public area. The event organizer is responsible for informing participating restaurants of the event hours for compliance and to make certain that no one leaves restaurant premises with alcohol except during the time of the special event.
4. It is a violation to permit or knowingly allow a person under 21 years of age to purchase or possess or consume liquor, beer or wine. The seller of beer or wine must clearly display signs stating that the purchase or possession of beer or wine by a person under the age of 21 is unlawful.
5. Signs informing participants that alcohol beverages are prohibited on City streets and sidewalks beyond the boundaries of the designated special event area will be posted by the City.
6. No alcohol may be served in glass containers, cans or bottles; only opaque plastic, paper, or Styrofoam containers will be allowed.
7. It is a violation to sell liquor, beer or wine to an intoxicated person. Any person in an intoxicated condition, even if of legal age, must be denied alcohol.
8. The event organizer shall supply identification wristbands to the vendors and/or participating restaurants at any special event that includes the sale/public consumption of alcoholic beverages. Anyone 21 years of age or older wishing to consume alcohol on public property must be wearing the colored wristband assigned to the special event in order to be served alcohol.

If your event is to be held on property not owned by the sponsoring organization, the property owner must complete the following:

### PROPERTY OWNER PERMISSION LETTER

I (we), being the property owner of Bethel AME Church (address),  
give permission for YPD of Bethel AME to hold a special event on  
my/our property.

8-31-2023

Date

Tyrone Smith

Witness

Tyrone Smith

Printed Witness Name

William C. Miller

Signature

1530 Racepath Ave Conway SC 29526

Address

843-248-2492

Telephone Number

### INSURANCE REQUIREMENTS FOR SPECIAL EVENTS HELD ON CITY PROPERTY

The event must maintain general liability insurance and, if beer and wine is to be served, liquor liability insurance for the event for which the permit has been obtained. The City of Conway shall be named as an additional insured on the policy with respect to claims arising from the use of property owned or operated by the city and the issuing of the permit by the city. The applicant shall submit a Certificate of Insurance verifying the following minimum coverage and specifically identifying the City of Conway as an additional insured. **Your permit will not be issued if the Certificate of Insurance has not been received prior to event. The City of Conway must be listed as the "Certificate Holder" on the Certificate of Insurance.**

Each Occurrence	1,000,000
Personal Injury	1,000,000
General Aggregate	2,000,000

Application completed by:

Contact No.:

Date:

Special events permits are granted in accordance with the City of Conway Code of Ordinances and in no way imply assumption of liability by the City of Conway. Your organization is fully responsible for complying with all applicable laws and safety procedures. A permit does not authorize you to enter upon private property or to, in any way, hinder or obstruct pedestrian or vehicular traffic. The City of Conway reserves the right to modify the conditions of this permit or to cancel it entirely if it is deemed appropriate.

Please return completed permit application to:

City of Conway Planning Department  
Attn: Special Event Permits  
P.O. Drawer 1075  
Conway, SC 29528-1075

[FOR OFFICE USE ONLY]

Special Event: \_\_\_\_\_ Date(s) \_\_\_\_\_

Sponsoring Organization: \_\_\_\_\_

Application completed by: \_\_\_\_\_

Contact No.: \_\_\_\_\_

Date: \_\_\_\_\_

<input type="checkbox"/> Recommend approval	<input type="checkbox"/> Recommend disapproval
_____	_____
Police Department	Date
Fees or charges associated with this event: _____	
Special Conditions/Comments: _____	
_____	
_____	
Police Officers	\$40.00/hour per officer

<input type="checkbox"/> Recommend approval	<input type="checkbox"/> Recommend disapproval
_____	_____
Fire Department	Date
Fees or charges associated with this event: _____	
Special Conditions/Comments: _____	
_____	
_____	
Fire Inspector/Fire-Rescue Officers	\$40.00/hour per officer

<input type="checkbox"/> Recommend approval	<input type="checkbox"/> Recommend disapproval
_____	_____
Public Works Department	Date
Fees or charges associated with this event: _____	
Special Conditions/Comments: _____	
_____	
_____	
<u>Residential &amp; Non Residential Street Closure</u>	
Barricades	\$20.00 each
Public Works Employee	\$25.00/hour per employee



<input type="checkbox"/> Recommend approval <input type="checkbox"/> Recommend disapproval	
Parks & Rec. Department _____	Date _____
Fees or charges associated with this event: _____	
Special Conditions/Comments: _____ _____ _____	
Parks & Rec. Employee	\$25.00/hour per employee

<input type="checkbox"/> Recommend approval <input type="checkbox"/> Recommend disapproval	
Planning Department _____	Date _____
Special Conditions/Comments: _____ _____ _____	

<input type="checkbox"/> License(s) obtained for _____ vendor(s) <input type="checkbox"/> License(s) not required	
Has general liability and liquor liability insurance (if applicable) listing the City of Conway as additional insured been secured? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Business License Department _____	Date _____
Special Conditions/Comments: _____ _____ _____	

**RELEASE AND INDEMNIFICATION AGREEMENT**  
**City of Conway**

***THIS IS A RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT. THE SPECIAL EVENTS HOLDER MUST READ CAREFULLY BEFORE SIGNING.***

In consideration for being permitted to engage in the following special event on City of Conway property:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Special Event Holder hereby acknowledges, represents, and agrees as follows:


- A. We understand that activities associated with the above-described special event are or may be dangerous and do or may involve risks of injury, loss, or damage to us and/or to third parties. We further acknowledge that such risks may include but are not limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

 (Special Event Holder initial here)

- B. If required by this paragraph, we agree to require each participant in our special event to execute a release and indemnification agreement for ourselves and for City of Conway on a form approved by the City of Conway.

 (Special Event Holder initial here)

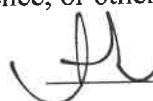
- C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to the City of Conway, for the duration of the above referenced event.

 (Special Event Holder initial here)

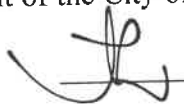
- D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risks of injury, loss, or damage to us or to any related third party, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Conway, its officers, its employees, or by any other cause.

 (Special Event Holder initial here)

- E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release, and discharge the City of Conway, its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage to us or to any third party, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Conway, its officers, its employees, or by any other cause.

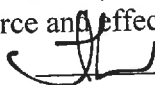
 (Special Event Holder initial here)

- F. We further agree to defend, indemnify and hold harmless the City of Conway, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, court costs, and attorneys' fees, including those arising from any third party claim asserted against the City of Conway, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above-described activities, whether or not caused by our act, omission, negligence, or other fault, or by the act, omission, negligence, or other fault of the City of Conway, its officers, its employees, or by any other cause.



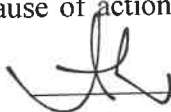
(Special Event Holder initial here)

- G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said agreement extends to all acts, omissions, negligence, or other fault of the City of Conway, its officers, and/or its employees, and that said agreement is intended to be as broad and inclusive as is permitted by the laws of the State of South Carolina. If any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.



(Special Event Holder initial here)

- H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of South Carolina, and that jurisdiction and venue for any suit or cause of action under this agreement shall lie in the courts.



(Special Event Holder initial here)

- I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable Special Event, shall continue in full force until our responsibilities hereunder are fully discharged, and shall be binding upon us, our successors, representatives, heirs, executors, assigns, and transferees.



(Special Event Holder initial here)

IN WITNESS THEREOF, this **RELEASE AND INDEMNIFICATION AGREEMENT** is executed by the Special Event Holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Event Holder hereto.

**PRINTED NAME OF SPECIAL EVENT PERMIT HOLDER:**

Ashley Livingston

**PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS HOLDER:**

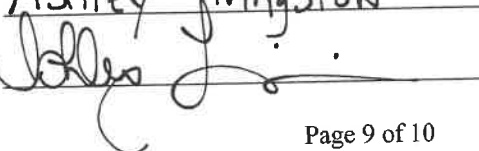
NAME:

Ashley Livingston

TITLE:

VPD Director

SIGNATURE:



DATE:

8/3/23

**FACILITY USE AGREEMENT AND RELEASE/INDEMNIFICATION**  
**City of Conway**

A. In consideration for being permitted to use the facilities of the City of Conway, \_\_\_\_\_

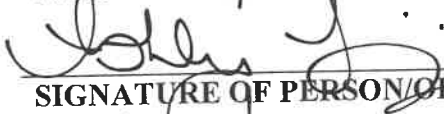
(hereinafter "Applicant") agrees to indemnify and hold harmless, City of Conway its officers, employees, insurers, and SCMIT/SCMIRF Insurance Programs, from and against all liability, claims, and demands, which are incurred, made, or brought by any person or entity, on account of damage, loss, or injury, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the facilities, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City of Conway, its officers, or its employees, or from any other cause whatsoever.

B. By signing below, Applicant agrees that, in the event of any damage, loss, or injury to the facilities or to any property or equipment therein, the City of Conway may require reimbursement for the full amount of such damage, loss, or injury and all costs associated therewith upon billing by City of Conway.

C. In addition, in consideration for being permitting to use the facilities, Applicant, on behalf of itself, and its officers, employees, members, and invitees, hereby expressly exempts and releases the City of Conway, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, or death, that Applicant may incur as a result of such use, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City of Conway, its officers, or its employees, or from any other cause whatsoever.

Ashley Livingston

NAME OF PERSON/ORGANIZATION



SIGNATURE OF PERSON/ORGANIZATION REPRESENTATIVE

8/31/23

DATE



## Natasha Sherman

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**From:** Phillip L. Hendrick, Jr.  
**Sent:** Monday, September 11, 2023 9:37 AM  
**To:** Natasha Sherman  
**Subject:** RE: Oct to be Here

Fire is good.

**From:** Natasha Sherman <nsherman@cityofconway.com>  
**Sent:** Monday, September 11, 2023 8:26 AM  
**To:** Adam Emrick <aemrick@cityofconway.com>; Alicia Shelley <ashelley@cityofconway.com>; Anne Bessant <abessant@cityofconway.com>; Ashley Smith <asmith@cityofconway.com>; Brandon Harrelson <bharrelson@cityofconway.com>; Braxton Fleming <bfleming@cityofconway.com>; Business License <businesslicense@cityofconway.com>; Dale Long <dlong@cityofconway.com>; Jessica Hucks <jhucks@cityofconway.com>; John Rogers <jrogers@cityofconway.com>; June Wood <jwood@cityofconway.com>; Karen Johnson <kjohnson@cityofconway.com>; Katie Dennis <kdennis@cityofconway.com>; Mary Catherine Hyman <mhyman@cityofconway.com>; Phillip L. Hendrick, Jr. <phendrick@cityofconway.com>; Reggie Jenerette <rjenerette@cityofconway.com>; Steven Pearce <spearce@cityofconway.com>; Tammy Carter <tcarter@cityofconway.com>; Timmy Williams <twilliam@cityofconway.com>; Tyres Nesmith <tnesmith@cityofconway.com>  
**Subject:** Oct to be Here

Please review for approval and email me back.

*Natasha Sherman*  
*Executive Assistant*  
*City of Conway*

**From:** cityhallprinter@cityofconway.com <cityhallprinter@cityofconway.com>  
**Sent:** Saturday, August 12, 2023 6:29 PM  
**To:** Natasha Sherman <nsherman@cityofconway.com>  
**Subject:** Message from KM\_C450i

## Natasha Sherman

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**From:** Katie Dennis  
**Sent:** Monday, September 11, 2023 8:30 AM  
**To:** Natasha Sherman  
**Subject:** RE: Oct to be Here

Ok with Planning

Katie Dennis, MSCM, CFM  
Planning Concierge  
City of Conway Planning & Development  
196 Laurel Street Conway, SC 29526  
Office: (843) 488-7852 Cell: (843) 421-2337



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**From:** Natasha Sherman <nsherman@cityofconway.com>  
**Sent:** Monday, September 11, 2023 8:26 AM  
**To:** Adam Emrick <aemrick@cityofconway.com>; Alicia Shelley <ashelley@cityofconway.com>; Anne Bessant <abessant@cityofconway.com>; Ashley Smith <asmith@cityofconway.com>; Brandon Harrelson <bharrelson@cityofconway.com>; Braxton Fleming <bfleming@cityofconway.com>; Business License <businesslicense@cityofconway.com>; Dale Long <dlong@cityofconway.com>; Jessica Hucks <jhucks@cityofconway.com>; John Rogers <jrogers@cityofconway.com>; June Wood <jwood@cityofconway.com>; Karen Johnson <kjohnson@cityofconway.com>; Katie Dennis <kdennis@cityofconway.com>; Mary Catherine Hyman <mhyman@cityofconway.com>; Phillip L. Hendrick, Jr. <phendrick@cityofconway.com>; Reggie Jenerette <rjenerette@cityofconway.com>; Steven Pearce <spearce@cityofconway.com>; Tammy Carter <tcarter@cityofconway.com>; Timmy Williams <twilliam@cityofconway.com>; Tyres Nesmith <tnesmith@cityofconway.com>  
**Subject:** Oct to be Here

Please review for approval and email me back.

*Natasha Sherman*  
*Executive Assistant*  
*City of Conway*

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**From:** cityhallprinter@cityofconway.com <cityhallprinter@cityofconway.com>  
**Sent:** Saturday, August 12, 2023 6:29 PM  
**To:** Natasha Sherman <nsherman@cityofconway.com>  
**Subject:** Message from KM\_C450i

## Natasha Sherman

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**From:** Dale Long  
**Sent:** Monday, September 11, 2023 8:38 AM  
**To:** Natasha Sherman  
**Subject:** Re: Oct to be Here

I'm pretty sure I know what road they want closed, but if they have a map, I'd like to see just to make sure.

Sent from my iPhone

On Sep 11, 2023, at 08:26, Natasha Sherman <nsherman@cityofconway.com> wrote:

Please review for approval and email me back.

*Natasha Sherman*  
*Executive Assistant*  
*City of Conway*

**From:** cityhallprinter@cityofconway.com <cityhallprinter@cityofconway.com>  
**Sent:** Saturday, August 12, 2023 6:29 PM  
**To:** Natasha Sherman <nsherman@cityofconway.com>  
**Subject:** Message from KM\_C450i

<SKM\_C450i23081217290.pdf>







CITY OF CONWAY  
CONWAY CITY COUNCIL EMERGENCY MEETING  
CITY HALL CONFERENCE ROOM  
CONWAY, SOUTH CAROLINA  
TUESDAY, AUGUST 29, 2023 – 4:00 P.M.

**PRESENT:** Mayor Barbara Blain-Bellamy, Justin Jordan, Mayor Pro Tem  
Council Members: Autry Benton, Amanda Butler, William Goldfinch, Beth Helms, Larry White

**STAFF:** Adam Emrick, City Administrator; John Rogers, Deputy City Administrator; Mary Catherine Hyman, Deputy City Administrator; Jeff Leveille, Technology Services Director; Le Hendrick, Fire Chief/Emergency Manager; June Wood, Public Information Officer; Dale Long, Chief of Police; Jasmin Waites Parker, City Attorney; and Alicia Shelley, City Clerk

**OTHERS:** None

**CALL TO ORDER:** Mayor Blain-Bellamy called the meeting to order.

The requirements for posting notice of this meeting under South Carolina's Freedom of Information Act (FOIA) were met.

Hendrick stated that staff has talked to the National Weather Service, and local and state authorities. Hendrick gave an update on Hurricane Idalia and its prediction for our area.

Emrick stated that State of Emergencies have been issued for the State of South Carolina and Horry County. Emrick then explained what a State of Emergency Declaration is used for.

**CONSIDERATION OF EMERGENCY ORDINANCE:** Ordinance #2023-08-29 An Emergency Ordinance declaring that a localized State of Emergency exists within the City of Conway and authorizing the appropriate action to be taken in connection therewith.

**Motion:** Goldfinch made a motion, seconded by Jordan, to approve Ordinance #2023-08-29, the Declaration of a State of Emergency. **Vote:** Unanimous. Motion carried.

**ADJOURNMENT:** **Motion:** White made a motion, seconded by Helms, to adjourn the meeting. **Vote:** Unanimous. Motion carried.

**APPROVAL OF MINUTES:** Minutes approved by City Council this 18 day of September, 2023.

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Alicia Shelley, City Clerk

CITY OF CONWAY  
CITY COUNCIL MEETING  
CONWAY CITY HALL  
229 MAIN STREET, CONWAY  
TUESDAY, SEPTEMBER 5, 2023 - 4:00 P.M.

**PRESENT:** Mayor Barbara Jo Blain-Bellamy, Mayor Pro Tem Justin Jordan, Autry Benton, Amanda Butler, William Goldfinch, Beth Helms. **ABSENT:** Larry White.

**STAFF:** Adam Emrick, City Administrator; Mary Catherine Hyman, Deputy City Administrator; John Rogers, Deputy City Administrator; June Wood, Public Information Officer; Jeff Leveille, Technology Services Director; Allison Williams, Finance Director; Timmy Williams, Hospitality & Beautification Director; Kayla Fleming, Associate Judge; Brandon Harrelson, Public Works Director; Reggie Jenerette, Solid Waste Director; Lynn Smith, Human Resource Director; Rock Rabon, Fleet Maintenance Director; Jasmine Waites Parker, City Attorney; James Friday, Public Utilities Director; Jessica Hucks, Planning and Development Director; Le Hendrick, Fire Chief; Ashley Smith, Recreation Director; Robert Cooper, Construction Services Director; Ted Dudley, Public Utilities Deputy Director; Rosanne Dates, Grants Supervisor; Captain Tammy Carter; and Alicia Shelley, City Clerk.

**OTHERS:** Hillary Howard, Priscilla Fuller and approximately 30 others.

**CALL TO ORDER:** Mayor Blain-Bellamy called the meeting to order. Brandon Wilson, Ekklesia Christian Church gave the invocation and led the Pledge of Allegiance.

The requirements for posting notice of this meeting under South Carolina's Freedom of Information Act (FOIA) were met.

**APPROVAL OF AGENDA:** **Motion:** Goldfinch made a motion, seconded by Benton, to approve the September 5, 2023 meeting agenda. **Vote:** Unanimous. Motion carried.

**CONSENT AGENDA:**

- A. Final Reading of Ordinance #ZA2023-09-05 (A) to annex approximately 4.48 acres of property located at 1136 Highway 501 Business (PIN 367-11-03-0003), and request to rezone from the Horry County Highway Commercial (HC) district to the City of Conway Highway Commercial (HC) district.**
- B. Final reading of Ordinance #ZA2023-09-05 (D) to annex approximately 0.29 acres of property located at 21 Clemson Rd (PIN 383-10-03-0003), and rezone from the Horry County Residential, no mobile homes allowed (SF10) district to the City of Conway Low/Medium-Density Residential (R-1) district.**
- C. Final reading of Ordinance #ZA2023-09-05 (E) to annex approximately 0.39 acres of property located at 29 Clemson Rd (PIN 383-10-03-0001), and rezone from the Horry County Residential, no mobile homes allowed (SF10) district to the City of Conway Low/Medium-Density Residential (R-1) district.**

- D. Final reading of Ordinance #ZA2023-09-05 (F) to annex approximately .14 acres of property located at 113 Quail Run (PIN 383-09-04-0070), and rezone from the Horry County Residential, no mobile homes allowed (SF10) district to the City of Conway Low/Medium-Density Residential (R-1) district.**
- E. Final reading of Ordinance #ZA2023-09-05 (G) to annex approximately 0.27 acres of property located at 131 Quail Run (PIN 382-12-03-0005), and rezone from the Horry County Residential, no mobile homes allowed (SF10) district to the City of Conway Low/Medium-Density Residential (R-1) district.**
- F. Final reading of Ordinance #ZA2023-09-05 (H) to annex approximately 0.16 acres of property located at 184 Quail Run (PIN 383-09-04-0039), and rezone from the Horry County Residential, no mobile homes allowed (SF10) district to the City of Conway Low/Medium-Density Residential (R-1) district.**
- G. Special Event – Conway Ghost Walk – October 18-21, 2023**
- H. Special Event – Smoke on the Waccamaw BBQ Festival – October 13-14, 2023**
- I. Approval of Bid for Fencing at Sherwood Park (Budgeted)**
- J. Approval of Bid for Sports Field Lighting at the Billy Gardner Sports Complex (Budgeted)**
- K. Approval of Bid for Fencing at the Billy Gardner Sports Complex (Budgeted)**
- L. Approval of a Resolution to Accept a Letter of Credit for Wild Wing Phase 5A**
- M. Special Event – Halloween Golf Cart Parade – October 28, 2023**
- N. Approval of Bid for Selection of Contractor to Build Scarborough Alley Public Restrooms (Budgeted)**
- O. Approval of August 21, 2023 Council Meeting Minutes**

**APPROVAL OF CONSENT AGENDA:** **Motion:** Benton made a motion, seconded by Jordan to approve the September 5, 2023 consent agenda with the exception of moving Item IV.H. down on the Agenda to Consideration. **Vote:** Unanimous. Motion carried.

**PUBLIC INPUT:**

- Justin Schools spoke regarding the need for more recreational field space in Conway and recommended that the Whittemore Elementary site be utilized for that purpose.

**Motion:** Goldfinch made a motion, seconded by Helms, to close public input. **Vote:** Unanimous. Motion carried.

## **SPECIAL PRESENTATION:**

- A. Presentation of Longevity Awards – August 2023 – 5 Years: Alicia Shelley, Administration; 5 Years: Sabrina Tiitto, Police; 5 Years: Nicholas Pruett, Beautification; 5 Years: Vicki Stone, Planning; 5 Years: Jordy Collins, Construction Services; 5 Years: Jamison Stewart, Recreation; 10 Years: Steve Warren, Fire.** Emrick and Jordan presented the longevity awards.
- B. Update from HTC regarding Fiber Upgrades –** Kevin Cox of HTC presented Council with an update on fiber upgrades into the City of Conway.

## **CONSIDERATION:**

- A. Consideration of Special Event Request – An Evening Under the Oaks – November 11, 2023 –** Rogers informed Council that the Community Counts Charities has applied for a special event permit to hold a fundraiser at the Riverfront Park on November 11 from 5-9 p.m. The event will be a ticketed private event that will include dinner, alcoholic drinks, live music and a silent auction.

**Motion:** Jordan made a motion, seconded by Goldfinch, to approve the special event, An Evening Under the Oaks, as presented. **Vote:** Unanimous. Motion carried.

- B. Consideration of a Resolution to Apply for an Opioid Settlement Planning Grant –** Rogers stated that the City of Conway is the beneficiary of a portion of the national opioid settlement, which resulted from a lawsuit against makers and sellers of opioid medicines in the United States. Other local beneficiaries include Horry County, Myrtle Beach, and North Myrtle Beach. The four local recipients have held planning meetings to discuss joining forces to spend the money, which has limited allowed uses. The first step in consideration of spending this money is a master plan. A master plan will study possible uses, the feasibility of those plans, and will allow the City to consider how it wants to move forward. There are planning grants available in addition to the opioid settlement funds. Each beneficiary is eligible for \$25,000 in funding. The County and Cities may combine these funds for a total of up to \$100,000 to develop a master plan. Myrtle Beach has offered to handle these funds, the bidding process, and oversee the selected contractor.

**Motion:** Blain-Bellamy made a motion, seconded by Benton, to approve the Resolution authorizing staff to apply for an opioid settlement planning grant. **Vote:** Unanimous. Motion carried.

- C. Consideration of Creation of Whittemore Task Force –** Emrick stated that the background on the Whittemore Elementary School was in Council's packet and that at last Council meeting the Mayor requested that a Task Force be formed to begin preparation for not just the acceptance of the Middle School, but also what should be done with the Elementary School property and remaining building. Emrick said that staff recommends that City Council create a Whittemore Task Force with the following conditions: (1) Clearly set forth the goal of this task force; (2) Determine the appropriate number of members of the task force; (3) Appoint the members of the task force; (4) Set the first



meeting of the task force with instructions that the group establish a Chairperson from the task force to lead the endeavor from meeting to meeting; (5) Establish a sunset date of the task force by which a product meeting the end goal is produced and presented to Council as a final report. Emrick also said that staff recommends an expedited process to avoid the Middle School building sitting empty between school use and City occupation.

Blain-Bellamy stated that she would like to see the task force members come up with two plans. The first plan would be for the Whittemore Elementary School site and the second plan would be the Whittemore Middle School site should the City of Conway become owners. Blain-Bellamy said that the primary use of the property would be implemented within five to 10 years. The Committee should protect the history of the property while improving the fundamental needs of the City. Blain-Bellamy stated that she would like to have 11 people on the committee that would consist of two City Council members, two staff members, a banker, Whittemore Racepath Historical Society, Whittemore Alumni Association, the Council on Aging, Smith Jones representative, and a non-biased honest community leader. Blain-Bellamy said that the committee could start immediately and have a recommendation brought to Council within 180 days.

There was more discussion regarding the committee.

Emrick reiterated the conditions as outlined by the Mayor.

**Motion:** Goldfinch made a motion, seconded by Helms, to establish a task force and put on next Council Agenda as an Executive Session item to select members. **Vote:** Unanimous. Motion carried.

- D. Consideration of Bid for the Public Works Annual Sidewalks/Driveway Repair and Maintenance Contract** – Harrelson stated that the Public Works Department sent out a RFP for sidewalks/driveway repair and maintenance annual contract. One bid was received on September 8, 2023 by GeoWorks LLC. The annual contract will begin September 6, 2023 – September 6, 2024 at midnight. Harrelson said that staff recommends accepting the bid by GeoWorks.

Goldfinch asked if procedurally did Council need to formally take action to nullify the previous contract. Emrick said that awarding the new contract would start a new contract and give acknowledgement that the old contract was over.

Blain-Bellamy asked if it was a huge price overage. Harrelson said no, that staff does more of replacing sidewalks than anything else and it would be about a \$2 per square foot increase.

Benton stated that the previous contract actually expired in July. Harrelson said that there was a verbal agreement to continue the contract, which was allowed in the contract.

There was more discussion regarding if a formal action was needed to end the Benton Concrete contract. Council encouraged staff to set more guidelines on future contracts.

**Motion:** Benton made a motion, seconded by Blain-Bellamy, to approve the GeoWorks LLC bid for the Public Works annual sidewalks/driveway repair and maintenance contract. **Vote:** Unanimous. Motion carried.

***Moved Agenda Item IV.H. Special Event – Smoke on the Waccamaw BBQ Festival – October 13-14, 2023*** – Smith stated that this was the 2<sup>nd</sup> Annual Smoke on the Waccamaw BBQ Festival and further explained the request as presented in Council’s packet.

Benton asked who was serving the alcohol and was it a joint venture. Smith stated that Jimmy Day of the Shrine Club has applied for the ABC permit and would be serving the alcohol.

Benton asked if insurance would be provided. Smith said yes.

**Motion:** Blain-Bellamy made a motion, seconded by Jordan, to approve the special event, Smoke on the Waccamaw BBQ Festival. **Vote:** Unanimous. Motion carried.

#### **CITY ADMINISTRATOR’S REPORT:**

Emrick informed Council of the following:

- Emrick thanked all of City staff who worked the Hurricane last week, putting in long hours and hard work. Partially because of their efforts, we had almost no damage in the City. Of course, it helped that the storm shifted slightly to our west, pushing most of the heaviest rain from falling on Conway. That being said, our river levels are continuing to rise, and we are by no means out of the woods yet. I’ve got the river level forecast on the screen, as you can see the river levels are expected to continue to rise to nearly 13 feet. At 12.5 feet, we will need to close the Riverfront Playground and remove some of the equipment. We will almost certainly have to close Riverfront Park as well. That being said, we have made flooding our top focus for the last several years and we can handle this with just inconvenience. For reference, in 2021, the river reached 15.6 feet with no property damage anywhere in the City.
- The Tailgate and Viewing Party for the CCU game on Saturday was a lot of fun. People joined throughout the evening and estimate that there were about 350 total people. Staff will definitely do it again if we are able to get approvals to do so. Next time, hopefully it won’t be so late at night and we know that will help with crowds. The one thing we did not plan for well, was students from Coastal coming over. We had a lot of them, but they did not have chairs or blankets when they got here and so we will address that next time.
- Emrick announced the upcoming events:
  - On Thursday the 7<sup>th</sup>, Coastal is holding their groundbreaking of the new Indoor Practice facility. This is at 10 a.m.
  - The MASC Regional Advocacy Meeting is at 11 a.m. at 5<sup>th</sup> and Main on the 12<sup>th</sup>.
  - The Coastal Carolina Association of Realtors is hosting a volunteer workday at Collins Park on the 15<sup>th</sup> beginning at 9 a.m.
  - Also, on the 15th, Conway High School will hold its Homecoming Parade downtown. I will have more details on the time you will need to be at the firetruck closer to the date, but make sure this is on your calendars.

- The Conway High School Educational Foundation Annual Banquet is October 10<sup>th</sup>, at which time our Mayor, Barbara Blain Bellamy will be added to the Hall of Fame.
- By the next Council meeting, the City will start to undergo its transformation for Halloween. We have two staff work days scheduled for next week. The pumpkin trees kick off the season and they will start to be installed on September 17<sup>th</sup>. The October Calendar is starting to fill out with even more events and fun than last year. I will update you more on this at the next Council meeting.
- As we have done the past few years, we will continue our 9/11 tribute at the Main Street bridge. We will raise two ladders from our fire trucks, representing the twin towers of the World Trade Center, over the bridge at 8:46 a.m. next Monday, September 11. That is the time the Trade Center was first hit. We will lower the ladders at 10:28 a.m., the time that the second building fell. If you have never witnessed this tribute, please do this year. We are usually joined on the bridge by the American Legion for what is a very moving scene.
- As you know, the Riverwalk Extension project has been let to contract. We should start seeing equipment and supplies start to show up over the next few weeks. We have tentatively scheduled a groundbreaking for November 3<sup>rd</sup> at 10 a.m.
- The Warden Station Tract of property that has been working its way through city review is before the Planning Commission this Thursday evening. This is a reminder that these meetings are broadcast via YouTube, so I would encourage you all to watch and see some of the deliberations that Planning Commission makes to help you be informed when the issue gets to Council. It is on Council's next agenda for 1<sup>st</sup> reading on the annexation and rezoning request and 2<sup>nd</sup> Public Hearing for the proposed Development Agreement.
- We hear a lot of concern about roadways and meeting future needs of roadways due to development. There is a great opportunity to have your voice heard if you share in these concerns. The Waccamaw COG is updating its Rural Long-Range Transportation Plan and there is an in-person meeting on September 6<sup>th</sup> at the Horry County Justice Center from 5 p.m. until 7 p.m.
- Emrick reminded all of the City Code as it relates to City Council Members contacting City Staff Members. Emrick read the relevant portions of the Code and asked that everyone take note. Sec. 1-4-17 - Communication between city administrator and the mayor/city council. The mayor and individual council members should make any individual requests they may have of the administrator at council meetings in the presence of the entire council. Any request not routine in nature made by the mayor and council members outside of a council meeting shall be in writing. The entire council shall be provided a copy of such requests. The mayor and council members shall in no way individually direct the administrator. This may only be done by a majority vote of council. The mayor and council members may make inquiries of individual employees; however, they may in no way direct them. Any employee who feels that he/she is being directed by a council member shall report such incident to the administrator. The administrator shall report any such incident to the mayor and council in writing. In the event the mayor or a council member violates the intent of this section, he/she may be subject to reprimand by a majority vote of council.

## **COUNCIL INPUT:**

**Benton** complimented staff on their preparations for the storm and was highly impressed with how prepared the City was. Benton said that he would like to continue to work on the parking lot at Kingston Lake and Fourth Avenue. Benton stated that he was excited to have Whittemore Elementary School back on the forefront of Council as it is a sacred and special place that holds a lot of history. Benton then said that he would like to see a historic marker on the grounds of Whittemore Elementary School and to keep those grounds on our radar and well maintained. Benton also encouraged all to use those grounds as fields right now.

**Helms** thanked Smith for having her on the radio at halftime during the football game discussing the good things that the City is doing, and how staff did prepare us for the storm and always makes Council look good. Helms then read the pledge on the bottom of the Council Agenda and said that Council has the best interest of all people. Helms said that she was very appreciative of the Mayor putting Whittemore Elementary School at the forefront.

**Goldfinch** said that he attended the tailgate Saturday night, and it was one of those quality of life events where families come out, friends get together, and really have a good time. Goldfinch stated that he is on the Ride IV Committee and he thinks that the City has a good chance this time around to get some major infrastructure, another bridge over the Waccamaw but people need to hear and know it. Goldfinch said that he is only one voice but while he is on that committee he will work tirelessly to see something that benefits Conway as a whole and he needs everyone's help. Goldfinch said that he needs everyone talking to other people in government and friends as this is a real issue. Goldfinch stated that Horry County is the biggest county geographically east of the Mississippi River and our friends in other parts of this county that do not share in the same interest that we do because they do not have to traverse that Waccamaw River every day like we do, so their interest is elsewhere. Goldfinch reiterated that we need to be loud and fight hard to get this needed infrastructure, and he needs everyone's help.

**Jordan** followed up on a few items and said that he was out of town and missed the tealgate but heard a lot of chatter about it and thinks everyone had a great time. Jordan asked when is the next one and said next time the event with food trucks could be bigger and better. He gave kudos to all involved. Jordan thanked staff and said that morning at 6:15 a.m. he saw the street sweeper already working and all of staff that made preparations prior to the storm, he thanked them as well saying that 24 hours after the storm you would not know that anything ever happened. Jordan said that he had the opportunity to participate in the ribbon cutting at the high school for the new field turf and it is an incredible facility, and he then encouraged everyone to get out and attend the games. Jordan said that time is of the essence on the Whittemore task force and he thanked the Mayor for bringing it to the forefront.

**Blain-Bellamy** read a letter from Dargan Construction complimenting staff from the Planning and Building Departments, especially Zack Noseworthy, who served as the projects main code official, for their services with the Fairfield Inn. Blain-Bellamy then read a letter regarding the Conway All Stars Baseball team thanking for all the support they received. Blain-Bellamy said that the Mayors Youth Advisory Council was set up this past school year and Council is offering this opportunity that when the City has points of interest that Council might want input from that group.

Blain-Bellamy said that CCU vs. UCLA was not Upper Conway Lower Aynor, although she saw a board that said that. Blain-Bellamy said that she saw the CCU team deboarding their plane and their t-shirts read, "Straight Outta Conway," and she is going to try to get one of those t-shirts as she is really proud of the team. Blain-Bellamy said that the tealgate event was really nice and she was impressed with what staff had done to set a scene that was reflective of College football. Blain-Bellamy invited everyone to come at the next chance. Blain-Bellamy thanked all of staff for the storm preparations before and after.

Goldfinch asked if there would be a workshop with the student task force. Blain-Bellamy said that every opportunity to interact among both groups would be advantageous to the other as we should learn from our youth.

Rogers said that the youth council met at the end of last year and will meet sometime this month at the high school. The committee was told that staff would like for them all to come to a Council meeting to meet City Council and also, the chairman of the youth council will be tasked with reporting to City Council on certain intervals.

**EXECUTIVE SESSION: Motion:** Jordan made a motion, seconded by Helms to enter into Executive Session for the following: Discussion of Contractual Negotiations Incident to the Potential Acquisition of Downtown Properties. [pursuant to SC Code §30-4-70 (A) (2)]. **Vote:** Unanimous. Motion carried.

**RECONVENE FROM EXECUTIVE SESSION: Motion:** Blain-Bellamy made a motion, seconded by Butler to leave Executive Session. **Vote:** Unanimous. Motion carried.

**POSSIBLE ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION: Motion:** Jordan made a motion, seconded by Blain-Bellamy to authorize staff to make an offer on Downtown property at the price discussed. **Vote:** Blain-Bellamy, Butler, Goldfinch, Helms and Jordan voted yes, with Benton voting no. Motion carried 5-1.

**ADJOURNMENT: Motion:** Goldfinch made a motion, seconded by Benton to adjourn the meeting. **Vote:** Unanimous. Motion carried.

**APPROVAL OF MINUTES:** Minutes approved by City Council this 18 day of September, 2023.

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Alicia Shelley, City Clerk



**DATE: SEPTEMBER 18, 2023**

**ITEM: VI.A.**

**ISSUE:**

Keep Conway Beautiful award to Santee Cooper

**BACKGROUND:**

Santee Cooper volunteers have been instrumental with their efforts to help eradicate litter through monthly cleanups with Keep Conway Beautiful. Since 2022, 221 volunteers from various Santee Cooper departments have picked up 1,385 lbs. of litter from over 12 miles of Conway roadsides and parks, for a volunteer value of \$7,882. We appreciate their support of Keep Conway Beautiful's mission and look forward to growing our partnership with them.

**RECOMMENDATION:**

Presented as information only

**DATE: SEPTEMBER 18, 2023**  
**ITEM: VI.B.**

Employee of the Month for September 2023 – Public Safety

**DATE: SEPTEMBER 18, 2023**

**ITEM: VII.**

**ISSUE:**

**First Reading and Public Hearing of Ordinance #ZA2023-10-02 (A)**, of a request by Shep Guyton and G3 Engineers, agents for BRD Land & Investment, LP, to enter into a development agreement with the City of Conway for the Warden Station Planned Development, for property located on Hwy 701 South & Pitch Landing Rd, containing approximately 1,765 acres (+/-) (PIN's 381-00-00-0003, 381-08-04-0009, 381-08-04-0010, 380-00-00-0038, 381-08-01-0006, 403-00-00-0001, 403-00-00-0002, and 403-00-00-0022).

**BACKGROUND:**

The applicants are seeking to enter into a development agreement for development known as the Warden Station, also proposed to be annexed into the City as a Planned Development (PD).

**DEVELOPMENT AGREEMENTS.**

Per *Title 6, Chapter 31, § 6-31-10* of the SC Code (SC Local Government Development Agreement Act, 1993), authorizes binding agreements between local governments and developers for long-term development of large tracts of land. A development agreement gives a developer a vested right for the term of the agreement to proceed according to land use regulations in existence on the execution date of the agreement. Principal among the General Assembly's statement of findings for the Act was the desire to provide some measure of certainty as to applicable land development law for developers who made financial commitments for planned developments. The Act also expresses the intent to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities, encourage the use of resources and reduce the economic cost of development (*Comprehensive Planning Guide, 2018*).

The length of the development agreement varies, and depends on the size of the property to be included in the agreement. The minimum size for a property to be included in any development agreement is 25 acres of highland – which is determined by local ordinance (*i.e.* land above the 100-year flood plain).

Property with 1,000 to 2,000 acres of highland is limited to a term of 20 years.

***PUBLIC HEARINGS REQUIRED.*** Prior to adoption of a development agreement, the governing body must hold at least two (2) public hearings, which if authorized by the governing body, can be conducted by Planning Commission (per *SC Code § 6-31-50(A)*). Notice of the intent to consider a development agreement must be published in a newspaper of general circulation, which should include the property location, proposed uses, and a place where a copy of the agreement can be obtained. The date, time and place of the second hearing must be announced at the first hearing (*SC Code § 6-31-50(B)*).

### **PLANNING COMMISSION:**

Planning Commission held the first of the two required public hearings on the development agreement at their July 13<sup>th</sup> meeting. Several people spoke in opposition to the request, as well as the request to annex and rezone the property to a PD. Planning Commission ultimately deferred the request at the July 13<sup>th</sup> and August 3<sup>rd</sup> meetings. At the September 7<sup>th</sup> Planning Commission meeting, Planning Commission recommended approval of the development agreement, with 2 members voting no.

### **RECOMMENDATION:**

Staff recommends that following the second of the 2 public hearings at the September 18<sup>th</sup> Council meeting, that the request to enter into a development agreement be **deferred** to give the applicant's an opportunity to have a workshop with Council to further consider and finalize the terms of the development agreement.

**ORDINANCE #ZA2023-10-02 (A)**

**AN ORDINANCE ADOPTING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF CONWAY AND BRD LAND & INVESTMENT, L.P.**

- WHEREAS,** the S. C. Local Government Development Agreement Act of 1993 (*S.C. Code Title 6, Chapter 31, § 6-31-10*) authorizes binding agreements between local governments and developers for the long-term development of land tracts of land; and
- WHEREAS,** the City of Conway is a duly chartered municipal corporation, organized and existing under laws of the State of South Carolina; and
- WHEREAS,** on May 25, 1998, Conway City Council amended the City Code of Ordinances to allow the City to enter into a Land Development Agreement with developers who meet the necessary criteria to participate in such agreement; and
- WHEREAS,** Conway City Council feels it is in the best interest of the City to enter into a Development Agreement with BRD Land & Investment, LP; and
- WHEREAS,** the Development Agreement is in reference to the proposed Warden Station Project, consisting of approximately 1,765 +/- acres of land; and
- WHEREAS,** included within the Development Agreement are obligations of the Developer, including, but not limited to, building & zoning requirements (PD); facilities; conveyance of approx. 500 +/- acres of property to the City of Conway for perpetual conservation of environmentally-sensitive areas; offsite and onsite improvements; and enhancement fees to include provisions for public safety, sanitation, parks and recreations and planning & development. Development to commence in accordance with the agreement and PD; projected to be completed over a 25-year construction period; and
- WHEREAS,** it is recognized that the Development Agreement does not apply to any development which occurs after the expiration of its 20-year term unless the agreement has been extended pursuant to state law; and
- WHEREAS,** the required public hearings, in accordance with *S.C. Code § 6-31-50* have occurred, and Planning Commission has recommended approval of the Development Agreement; and
- WHEREAS,** the Development Agreement, as proposed, is attached and shall be adopted by reference made a part hereof as if fully incorporated. Therefore, be it
- ORDAINED** that the Development Agreement between BRD Land & Investment, LP, and the City of Conway be hereby adopted by reference and made a part hereof as if fully incorporated, as attached hereto; and be it further
- ORDAINED** that all ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

**EFFECTIVE DATE:** This Ordinance shall become effective upon final reading.



**RATIFIED BY CITY COUNCIL**, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Barbara Jo Blain-Bellamy, Mayor

\_\_\_\_\_  
Justin D. Jordan, Mayor Pro Tem

\_\_\_\_\_  
K. Autry Benton Jr., Council Member

\_\_\_\_\_  
Amanda Butler, Council Member

\_\_\_\_\_  
William M. Goldfinch IV, Council Member

\_\_\_\_\_  
Beth Helms, Council Member

\_\_\_\_\_  
Larry A. White, Council Member

\_\_\_\_\_  
ATTEST: Alicia Shelley, City Clerk

First Reading: \_\_\_\_\_

Final Reading: \_\_\_\_\_

## DEVELOPMENT AGREEMENT FOR WARDEN STATION

**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)(6)* of the Act, as defined below, also states that “[d]evelopment agreements will encourage the vesting of 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 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 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**, the City finds that the program of development for this Property (as hereinafter

defined) proposed by Developer over approximately the next Twenty (20) 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 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**, the City, at the request of the Developer, has annexed the real property more particularly shown and depicted on **Exhibit “B”** attached hereto (the “***Property***”), and simultaneously approved under an amendment to the zoning ordinances of the City to create the Warden Station Planned Development (“***PD***”) under the ordinances of the City of Conway, together with this Agreement, on or about the \_\_\_\_ day of \_\_\_\_\_, 2023; 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 Property under its approved zoning, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the City;

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

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

2. **DEFINITIONS**. As used herein, the following terms mean:

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

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

on file in the City's office.

***“Commercial Unit”*** means a parcel, lot or building, or multiple units within the same building, within the Property, used for commercial purposes, as shown and depicted on the Master Site Plan, as the same may be amended.

***“Developer”*** means BRD Land & Investment, LP, a South Carolina limited partnership, all of its permitted assignees, and all successors in title or lessees who undertake development of the 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 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 PD and this Agreement.

***“Development Work”*** means the periodic operation of development activities on the 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 the last of the parties has executed this Agreement.

***“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, a complete copy of which is attached hereto as **Exhibit**



**“D”**, or further amended from time to time pursuant to this Agreement.

***“Master Site Plan”*** means that certain master site plan prepared by Developer, which Master Site Plan depicts the portion of the Property, for purposes of showing the density, site arrangement, and responsibilities for off-site roadway improvements, and a copy of such Master Site Plan being attached to the PD, and also being attached hereto as **Exhibit “C”**.

***“Owners Association”*** means a legal entity formed by Developer pursuant to South Carolina statutes which is responsible for the enforcement of neighborhood 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: private drives and alleyways, common areas, neighborhood parks and recreational facilities, wetlands and storm water management systems not otherwise conveyed to the City or its designee.

***“PD”*** means the Warden Station Planned Development, under the Code of Ordinances for the City, as amended.

***“Project”*** means a master planned community to include single family detached lots, single family attached lots, single family attached condominiums, single family in common, multi-family and various commercial and recreational uses, in a single project envisioned by the Master Site Plan and approved by the City pursuant to this Agreement and the Code of Ordinances, as the same may be amended from time to time pursuant to this Agreement.

***“Property”*** means those parcels of land more particularly shown and depicted on **Exhibit “B”** attached hereto.

***“Residential Unit”*** means a single-family home, whether attached or detached, or a multi-family home, within the Property, as shown and depicted on the Master Site Plan, as the same may be amended.

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

3. **TERM**. The Developer represents and warrants that the Property consists of a total of not less than 1,000 acres and not more than 2,000 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 Twenty (20) 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 Property, and the Project has not

been completed, at the conclusion of the initial Twenty-year term, the termination date of this Agreement shall automatically be extended for up to Three (3) additional Five (5) year term. At the conclusion of the initial Five (5) year extension of the Term, 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 Property, and the Project has not been completed, at the conclusion of the initial five-year extension of the Term, the termination date of this Agreement shall automatically be extended for up to Two (2) additional Five (5) year terms. 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 Property shall be reduced to the maximum permissible term under the Act, as determined by a court of competent jurisdiction.

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

5. **CONVEYANCES OF 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 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 Property, as such term is defined below. For the purposes of this Agreement, “*Excluded Property*” means property that is conveyed by the Developer to a third party and is: (i) a single-family residential lot for which a certificate of occupancy has been issued; (ii) a parcel for which certificates of occupancy have been issued and on which no additional residential structures can be built under local ordinances governing land development; (iii) any other type of lot for which a certificate of occupancy has been issued and which cannot be further subdivided into one or more unimproved lots or parcels under local ordinances governing land

development; or (iv) a single-family residential lot which has been subdivided and platted and is not capable of further subdivision without the granting of a variance. Excluded 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 Property shall not excuse that Developer from its obligation to provide infrastructure improvements within such Excluded 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 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 Property”: (i) the filing of this Agreement, the Master Site Plan and the petitioning for or consenting to any amendment of this Agreement or the Code of Ordinances, including the PD; (ii) the subdivision and conveyance of any portions of the Property to the City as contemplated under this Agreement; (iii) the subdivision and conveyance of the portion of the Property designated as “*Open Space*” on the Master Site Plan to any person or entity so long as the same shall be restricted in use to “open space”; (iv) the subdivision and conveyance of portions of the 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 Property for public utility purposes; (vi) the conveyance of portions of the Property to public entities in the case of any road realignments or grants of road rights of way; (vii) the marketing of the Property as contemplated under this Agreement; and (viii) any other activity which would not be deemed “development” under the Act.

6. **DEVELOPMENT SCHEDULE.** The Property shall be developed in accordance with the development schedule, attached as **Exhibit “E”** (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 13 below. Pursuant to the Act, the failure of the Developer to meet the development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to any change in economic conditions, the

occurrence of an act of God (including natural disasters), an act of war, an act of terrorism, civil disturbance, strikes, lockouts, fire, flood, hurricane, unavoidable casualties, a health crisis which results in a limitation on business activities in the City extending for a period of more than Thirty (30) days, or any other cause or causes beyond the reasonable control of the Developer (collectively “*Force Majeure*”), and the Developer’s good faith efforts made to attain compliance with the development schedule. As further provided in the Act, if the Developer requests a modification of the dates set forth in the development agreement and is able to demonstrate that there is good cause to modify those dates, such modification shall not be unreasonably withheld or delayed by the City.

7. **EFFECT OF FUTURE LAWS.** Developer shall have vested rights to undertake development of any or all of the 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 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 Property except as may be allowed by the Act or otherwise agreed to in writing by the Developer and the City.

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

8. **INFRASTRUCTURE AND SERVICES.** The City and Developer recognize that the majority of the direct costs associated with the development of the 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.

- (A) **Public Roads.** All roads within the Project serving the Residential Units and Commercial Units shall be public roads, unless otherwise indicated on the Master Site Plan. All public

roadways shall be constructed to City standards, will be approved by the City Planning Commission as part of the subdivision plat approval process, and will be dedicated to, conveyed, maintained and repaired by the City.

- (B) **Storm Drainage System.** All stormwater runoff, drainage, retention and treatment improvements within the 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 and dedicated to the City. Upon final inspection and acceptance by the City, the Developer shall provide a one-year warranty period for all drainage system structural improvements within the Project. 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 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 Property is required in return for such service for each owner within the Property. The City reserves the right to contract with a third party, which may include another governmental entity, and the City reserves the right to terminate or discontinue such service(s) to any owner of any portion of the Property until such payment(s) have been made.
- (D) **Police Protection.** The City shall provide police protection services to the 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 Property on the same basis as is provided to other residents and businesses within the City, which services may be provided by way of a mutual services agreement with Horry County, if the City is unable to provide such services directly.
- (F) **Emergency Medical Services.** The City shall provide emergency medical services to the Property, on the same basis as it provided to other residents and businesses within the City, which services may be provided by way of a mutual services agreement with Horry County, if the City is unable to provide such services directly.
- (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 homebuilder or another assignee of Developer, who actually initiates the building permit shall be responsible for



paying all impact fees levied by the School District for each residential unit 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 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. To the extent that the City provides the same benefit to other similarly-situated neighborhoods within the City, the City shall contribute toward the monthly cost for each streetlight in an amount equal to the costs for the base street light fixture offered by the utility provider. The remaining monthly cost for each streetlight, including additional charges associated with an enhancement street light fixture, if any, shall be borne by the Developer and/or Owners Association.
- (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 Property or any other property owned by the Developer or any affiliate of the Developer for sewer plant expansion by the City, provided, however, that this provision shall not be deemed to preclude the City from requiring additional sewer pump station facilities, to subsequently be dedicated and conveyed to 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 Property or any other property owned by the Developer (or any of the entities or parties comprising the Developer) or any affiliate of the Developer, except to the extent parks, recreational areas and athletic facilities for public use are shown on the Master Site Plan.
- (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 approved Master Site Plan for the 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 (i) conveyed to the City subject to an easement for maintenance obligations on the part of the Developer; (ii) maintained by the Developer; or (iii) conveyed to an Owners Association for on-going maintenance following completion of the Project.

9. **IMPACT FEES.** The 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 property within the City limits. All such impact fees shall not be due and payable until an application of any person or entity for a building permit for the vertical development of any subdivided lot or portion of the Property. In particular, the Developer agrees that it shall not seek any exemptions for any portions of the 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 property within the City limits) for any reason.

10. **ADDITIONAL FEES, OBLIGATIONS AND PUBLIC BENEFITS.** The Developer, and its respective successors and assigns agree that the then current owner of the Property or any portion thereof, shall pay to the City, the enhancement fees, as set forth below (collectively the “*Enhancement Fees*”). Developer further agrees that the Enhancement Fees shall be subject to an annual increase, beginning on January 1, 2025, in an amount equal to the lesser of (i) the increase in the Consumer Price Index, published by the U.S. Bureau of Labor Statistics (“*CPI*”) between the beginning and end of the most recent calendar year; or (ii) Two (2%) percent per annum, which increase is intended to ensure that the Enhancement Fees continue to reflect the City’s on-going increases in the costs of services provided. Developer will provide the Enhancements Fees, together any additional public benefits, as follows:

- (A) **Sanitation Services Enhancement Fee.** As a public benefit, for the Property, the Developer, or the then current owner, shall pay to the City, A sanitation service enhancement fee (the “*Sanitation Services Enhancement Fee*”) in an amount equal to \$\_\_\_\_\_ per residential lot or residential unit (individually a “*Residential Unit*” and collectively “*Residential Units*”), and \$\_\_\_\_\_ per 1,000 square feet of commercial space (individually a “*Commercial Unit*” and collectively the “*Commercial Units*”), which shall be payable at the time of building permit application.
- (B) **Public Safety Enhancement Fee.** As a public benefit, for the Property, the Developer, or the then current owner, shall also pay to the City, as to each Residential Unit and each Commercial unit within the Property, a public safety enhancement fee (the “*Public Safety*”).

**Enhancement Fee**”) in an amount equal to \$\_\_\_\_\_ per Residential Unit, and \$\_\_\_\_\_ per Commercial Unit, which shall be payable at the time of building permit application. The purpose of the public safety enhancement fee is to offset the additional costs anticipated to be incurred by the City as a result of the PD, including the addition of Four (4) police officers, One (1) detective, Five (5) additional police vehicles, and the costs of required equipment for each of such police officers and police vehicles.

- (C) A **parks and recreation enhancement fee** in an amount equal to \$\_\_\_\_\_ per Residential Unit, which shall be payable to the time of building permit application.
- (D) A **planning and development service enhancement fee** in an amount equal to \$\_\_\_\_\_ per Residential Unit, and an amount equal to \$\_\_\_\_\_ per Commercial Unit, which shall be payable at the time of building permit application.
- (E) **The creation of a direct internal roadway network** with public rights-of-way ranging in width from 50’ to 100’, including an internal right-of-way connection from U.S. Highway 701 to Pitch Landing Road measuring 100’ in width at U.S. Highway 701 and Pitch Landing Road, with variable widths internal of not less than 60’, and the roadway improvements thereon (the “**Spine Road**”), such Spine Road to be completed in more than one phase, each of which shall be completed with any adjacent subdivisions requiring access, whether directly or indirectly from the Spine Road, or, in the alternative, bonded for completion in accordance with the requirements of the City, provided that no Residential Units or Commercial Units may be completed within such respective subdivision until such portion of the Spine Road has been completed.
- (F) **The installation of a multi-purpose path of 8’ in width**, following the internal Spine Road, in accordance with the requirements of the City for other similar-situated properties, to be complete on or before the date on which the respective portion of the Spine Road providing access, directly or indirectly, to one or more subdivisions within the PD is completed. In the event the installation of such multi-purpose path is delayed beyond completion of the corresponding portion of the Spine Road, then, in such event the multi-purpose path shall be bonded for completion, in accordance with the bonding requirements of the City. The installation of this path must be in accordance with the City’s Pathway’s and Trails Plan, adopted in 2022, and the same must be completed at the same time as the installation of the Spine Road is complete, without regard to the number of building permits that have been issued for the PD by the City.
- (G) As a requirement, **the installation of at least One (1) new sewer pump station** on the Subject Parcels, and, to the extent required in order to provide sufficient capacity as

necessary for the proposed development of the Project, a second sewer pump on the Subject Parcels. Sewer pump installation shall be in accordance with the requirements of Grand Strand Water & Sewer Authority (“GSWSA”), or such other agency then providing sanitary sewer service to the Subject Parcels.

- (H) **Stormwater conveyance and retention facilities** sufficient in capacity to accommodate the storm water generated from the Subject Parcels, and provide the City with evidence of the necessary and required permanent and perpetual easements necessary to facilitate such drainage from the Subject Parcels. All stormwater shall be designed to meet or exceed the City’s Stormwater Ordinance that is in effect at the time of plan submittal.
- (I) **The installation of roadway improvements to five (5) separate roadway intersections**, three (3) existing roadway intersections, and two (2) proposed intersections, each lying on the boundary of the Subject Parcels, in accordance with the Transportation Plan submitted as part of the Exhibit Supplement under **Appendix A, Exhibit VII**. Provided, however, that, in the event any of such roadway intersection improvements require the acquisition of additional right-of-way not located on the Subject Parcels, which Developer has no means of acquiring then, in such event the City may acquire the additional right-of-way not located on the Subject Parcels for such roadway intersection improvements, or, in the event the City declines to acquire such additional required right-of-way, the Developer may, in lieu of installing such roadway intersection improvements, instead pay to the City any amount equal to the then current engineer’s estimated costs of such roadway intersection improvements, as approved by the City under the ordinances and regulations of the city, with the City then having the burden of installing such roadway intersection improvements at a time and under the conditions as determined by the City to be reasonable. The respective roadway intersections must be completed on or before the time on which any subdivision within the PD which is accessed by way of such roadway intersection is completed, as evidenced by the recording of a final plat, or by recording of a master deed creating any in-common units, together with any utilities which are to provide service to such subdivision within the PD. The intent of this provision is to insure that either: (i) such roadway intersection improvements have been installed by the Developer; or (ii) the costs of such improvements have been paid to the City by the Developer, to the extent not previously completed by Developer, with each of such roadway intersection improvements being completed on or before the date on which any final plat or master deed is recorded within any portion of the PD having access by way of such roadway intersection improvements (directly or indirectly), in accordance with the Project Traffic Report.

(J) **\*Conveyance to the City of approximately 500 acres of real property**, shown and delineated on the Master Site Plan (the “**City Recreation Acreage**”), which City Recreation Acreage also comprises open space in accordance with the requirements of the PD, and includes uplands, wetlands and flood plain areas for ownership, perpetual maintenance and preservation, also as indicated on the Open Space Plan submitted as part of the Exhibit Supplement under **Appendix A, Exhibit IV**, which City Recreation Acreage may be conveyed in one or more parcels, each at the time an adjoining parcel is submitted for final plat. In addition, prior to the date on which the City Recreation Acreage is conveyed to the City, Developer shall have completed, caused to be completed, or bonded for future completion, in accordance with the typical bonding requirements of the City, the following improvements, each to be shown on the Open Space Plan:

- (i) Installation of not less than Four (4) pickle ball courts;
- (ii) Installation of a floodproof playground, adequate in size to accommodate the number of children anticipated to use such playground at the completion of the PD;
- (iii) Installation of parking areas sufficient in size, to accommodate visitors to the above reference recreational facilities;
- (iv) Notwithstanding any other provision herein, the City Recreation Acreage shall be deemed a portion of the Open Space required under the PD.
- (v) To the extent any portion of the City Recreation Acreage includes stormwater lakes and ponds serving the PD, Developer may convey such stormwater lakes and ponds to the City, subject to a maintenance easement in favor of Developer, which requires Developer to maintain such stormwater lakes and ponds at the sole cost and expense of Developer.
- (vi) To the extent any of the above referenced improvements are not complete at the time of conveyance of the City Recreation Acreage from Developer to the City, Developer shall bond the completion of the same, in accordance with the City’s standard procedures for bonds and financial guarantees.

**\*Need specifics for when conveyance will occur.**

(K) **Installation of a Wildlife Refuge Trail connection**, in accordance with the City’s Pathway’s and Trails Plan (adopted in 2022). Refer to this plan for appropriate trail materials, widths, locations, etc. To the extent any approvals and coordination are required with agencies other than the City, including but not limited to U.S. Army Corps of Engineers and South Carolina Department of Health and Environmental Control with regards to any wetland impacts or the materials or methods of trailway construction,



Developer shall be solely responsible for approvals and coordination. Such Wildlife Refuge Trail is to be located on portions of the PD both within the City Recreation Acreage and on portions of the Subject Parcel not comprising a portion of the City Recreation Acreage.

(L) **Tree Preservation.** Developer and City recognize the public benefit of tree preservation, and therefore agree that, a tree survey shall be provided for each Tract within the PD at the time of plan submittal, and before land disturbance or such Tract(s) is approved.

(M) **Developer shall install, at each entrance to the PD (two on U.S. Highway 701 and one on Pitch Landing Road), cameras,** which capture identification of each vehicle entering the PD. The following represent the ongoing costs of such license plate readers or cameras, which costs shall be paid by Developer, or, any property owners association to which Developer assigns the rights and obligations of maintenance, which costs per camera are to be determined at the time of acquisition, including both acquisition costs and monthly cellular fees, if any.

(N) **Developer shall install speed control devices** along the Spine Road, in the form of traffic circles (*i.e. roundabouts*), in each of the areas along the Spine Road where 3-Way and 4-Way stops would be required, in accordance with the Transportation Plan.

\*The proposed Perimeter Road and Southern Evacuation Lifeline, if funded and implemented, will not be materially impacted or interfered with by development of the PD. Background growth in the area may require roadway and municipal facility improvements. Phase 1 construction (phasing density) is scheduled to occur in 2028; Phase 2 construction (phasing density) in 2031; and Phase 3 construction (phasing density) in 2035.

(O) **Uses and Density.** As a public benefit, Development of the 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, provided that the Property and the applicable approved Master Plan shall provide for **not more than 3,318 total Residential Units.**

(P) **Road Standards and Traffic Impact.** As an obligation, all public roads within the Project shall be constructed to City specifications. The exact location, alignment, and name of any public road within the Project, shall be subject to review and approval by the City Planning Commission as part of the subdivision platting process. The Developer shall be responsible for maintaining all public roads until such roads are offered to, and accepted by, the City for ownership and maintenance.

Notwithstanding any provision herein to the contrary, this Agreement does not obligate the City to

expend any funds of the City or borrow any sums in connection with improvements to the roads subject to this Section 10.P.

(Q) **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 Property, and provide the City with evidence of the necessary and required permanent and perpetual easements necessary to facilitate such drainage from the Property.

(R) **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-Five (25)~~ **Thirty (30)** 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.

(S) **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 date on which the City enters into this Agreement.

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

12. **COMPLIANCE REVIEWS**. Developer, or its assigns, shall meet with the City, or its designee, at least once per year during the Term to review development completed in the prior year and the development anticipated to be commenced or completed in the ensuing year as compared to the Development Schedule. The City shall provide written notice to the Developer of the date for such compliance review not less than Five (5) business days in advance, provided such notice shall not be applicable to standard reviews and inspections otherwise performed by the City as to the improvement of the Property. The Developer must demonstrate good faith compliance with the terms of this Agreement. The Developer, or its designee, shall be required to provide such information as may reasonably be requested by the City. The Development Schedule attached to this Agreement is

only a projection, and Developer's obligation at each respective Compliance Review shall be to reconcile the projected Development Schedule attached to this Agreement with the actual schedule of development for the Project at each respective Compliance Review. Failure to meet the Development Schedule attached to this Agreement shall not constitute a default hereunder.

13. **DEFAULTS**. Notwithstanding the provisions of Section 6 above, Developer shall continuously and diligently proceed with Development Work on the Property. Developer's failure to 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 the terms of this Agreement shall constitute a default, entitling the City to pursue such remedies as deemed appropriate, including withholding the issuance of building permits in accordance with the provisions of this Agreement, specific performance and the termination or modification of this Agreement in accordance with the Act; provided however no termination of this Agreement may be declared by the City absent its according the Developer the notice and opportunity to cure in accordance with the Act.

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

15. **RESTRICTIVE COVENANTS**. The obligations and public benefits agreed to and accepted by Developer set forth in this Agreement (collectively the "***Restrictive Covenants***") shall survive and continue in full force and effect without regard to the termination of this Agreement for a period ending on the earlier of (i) Fifty (50) years after the Term of this Agreement; or (ii) such time as the parties hereto, or their respective successors and assigns, have recorded a fully executed and effective termination of the Restrictive Covenants in the Office of the Register of Deeds for Horry County. Developer further covenants and agrees that, to the extent the Property is encumbered by covenants, conditions and restrictions (the "***CCRs***"), whether 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, the same thereafter running with the Property as continuing obligations, public benefits and restrictions.

16. **NOTICES**. Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the City shall be addressed to the City at:

City of Conway

\_\_\_\_\_

Attention: City ~~Manager~~

Administrator

With a copy to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

And to the Developer at:

BRD Land & Investments, LP

\_\_\_\_\_

Attention: \_\_\_\_\_

With a copy to:

Robert S. Guyton, Esq.

Robert S. Guyton, P.C.

4605 B Oleander Drive, Suite 202

Myrtle Beach, SC 29577

17. **GENERAL.**

- (A) **Subsequent Laws.** In the event state or federal laws or regulations are enacted after the execution of this Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement (“*New Laws*”), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by Developer and the City shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the City may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement.
- (B) **Estoppel Certificate.** The City or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing, within Thirty (30) days of such written notice, that this Agreement is in full force and effect, that this Agreement has not been amended or modified, or if so amended, identifying the amendments, whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.
- (C) **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 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.
- (D) **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.
- (E) **Exhibits.** All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.



- (F) **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.
- (G) **Transfer of Title**. Transfers of title to the Property, in whole or in part, may be made, at any time and to any person or entity, without the consent of the City.
- (H) **Binding Effect**. The parties hereto agree that this Agreement shall be binding upon their respective successors and/or assigns.
- (I) **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.
- (J) **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.
- (K) **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.
- (L) **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.
- (M) **Release of Developer**. Subject to Section 5.B, in the event of conveyance of all or a portion of the Property, the Developer shall be released from any obligations and liabilities with respect to this Agreement as to the portion of Property so transferred, and the transferee shall be substituted as the Developer under the Agreement as to the portion of the Property so transferred; provided, however, the transferee(s) of the one acre contemplated for subdivision and conveyance under Section 5.B shall not be deemed to succeed to any Development Rights and Obligation of Developer under this Agreement.

18. **DESCRIPTION OF LOCAL DEVELOPMENT PERMITS NEEDED**. The development of the 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~~ **Development** Director or the City Planning Commission approval of plats will be given if any such plats are materially consistent with the Master Site Plan of the Project, subject to any 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 Property donated or sold by any Developer to the City shall not be subject to any private declaration of restrictions or property owners association(s) created by any Developer for any subsequent subdivision of the Property.

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

[Signature Pages Follow]

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

DEVELOPER:

WITNESSES:

**BRD LAND & INVESTMENT, LP**, a South Carolina limited partnership

\_\_\_\_\_  
Witness #1

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness #2

STATE OF \_\_\_\_\_ )

)

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of BRD LAND & INVESTMENT, LP, a South Carolina limited partnership. 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 CONWAY**

\_\_\_\_\_  
Witness #1

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness #2

STATE OF SOUTH CAROLINA    )

)

COUNTY OF HORRY                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, the of the CITY OF CONWAY. He or she personally appeared before me and is personally known to me.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**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

[TO BE ATTACHED]



**EXHIBIT “B”**

Survey of Property

[TO BE ATTACHED]

**EXHIBIT “C”**

Master Site Plan

[TO BE ATTACHED]

**EXHIBIT “D”**

Land Development Regulations (is this the PD narrative?)

[TO BE ATTACHED]

## **EXHIBIT “E”**

### **Development Schedule**

Construction will begin following receipt of permits from the City of Conway 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 Twenty-four (24) months from approval of this Agreement to allow for design, permitting and mobilization. The Project would be complete within Twenty-Five (25) years of approval of this Agreement.

**DATE: SEPTEMBER 18, 2023**

**ITEM: VIII.A.**

**ISSUE:**

**First Reading of Ordinance #ZA2023-10-02 (B)**, of a request to annex approximately 1,765 (+/-) acres of property located on / near the intersection of Hwy 701 S & Pitch Landing Rd, Hwy 701 S & Wildair Circle, and Hwy 701 S. Pitch Landing Rd, and Blaze Trail (PIN's 381-00-00-0003, 381-08-01-0006, 381-08-04-0009, 381-08-04-0010, 380-00-00-0038, 403-00-00-0001, 403-00-00-0002, 403-00-00-0022), and request to rezone from the Horry County Highway Commercial (HC), Commercial Forest Agriculture (CFA), and Community Retail Services (RE2) districts to the City of Conway Planned Development (PD) district.

**BACKGROUND:**

Last year, staff began discussions with an engineering firm on annexation of the properties. At that time, the property was not contiguous to property in the City. Since then, Dollar General at 3546 Hwy 701 South was annexed February 6<sup>th</sup>, Bucks Township Storage at 3550 Hwy 701 South was annexed on March 20<sup>th</sup>. In lieu of annexing The Gun Store, the property owner of The Gun Store and the adjacent property owned by White Oak Forest, LLC (PIN 381-00-00-0003) had a combination plat done (and recorded) that combined a rear portion of PIN 381-01-04-0022 (The Gun Store) to PIN 381-00-00-0003 (White Oak Forest, LLC), which accomplishes the contiguity needed to proceed with the annexation requests of the Warden Station tracts.

The smaller outparcels that are identified as the commercial tracts initially intended to be annexed as Highway Commercial; however, the requests were amended to be included in the overall Planned Development. The requests were also re-advertised to be included in the PD.

The applicant provided updated PC documents, as of **September 6<sup>th</sup>**, to address some of the comments that staff had previously provided to the applicant.

The proposed PD will also be bound by a Development Agreement; the details of which are included in this packet (*draft document*), and is on this agenda for consideration. City Council is currently scheduled to hold the 2<sup>nd</sup> required public hearing on the development agreement at their **September 18, 2023** meeting.

**Warden Station PD – Intent and Purpose**

Per the applicant's *updated* PD Narrative, the intent of the Planned Development is to provide for large-scale, quality development projects (3 acres or larger) with mixed land uses which create a superior environment through unified development and provide for the application of design ingenuity while protecting surrounding developments.

**Public Benefits/Enhancements (refer to PD Narrative for specific details):**

1. A direct, internal road network (Spine Rd)
2. A sanitation service enhancement fee
3. A public safety enhancement fee
4. A parks and recreation enhancement fee
5. A planning and development enhancement fee
6. Installation of an 8' multipurpose path following the internal spine road
7. Installation of at least one sewer pump station (serviced by GSWSA)
8. Stormwater conveyance and retention facilities
9. 5 separate roadway improvements (offsite improvements)
10. Conveyance of 500 +/- acres to the City which includes wetlands, uplands, flood zones, for ownership and maintenance by the City of Conway. Improvements include:
  - Four pickleball courts
  - Floodproof playground adequate for the number of children anticipated to utilize playground at project buildout
  - Installation of parking areas for recreational activities
  - Installation of the Wildlife Refuge Trail connection, required per the City's Pathways & Trails plan
11. Installation of License Plate Readers or Cameras at the entrances to the project at the developer's expense
12. Speed control devices in the form of roundabouts in lieu of 3 or 4-way stop signs on the spine road

**Project / Request Overview:**

The total acreage, including the parcels that were not part of the original request, is approx. 1,765 (+/-) acres.

The proposed PD will contain a mixture of single-family detached dwellings, single-family attached dwellings, townhomes, multifamily units, and commercial outparcels.

The total number for each type of dwelling unit includes the following:

- **1,380** single-family detached (Tracts D, F, G, H, I, and J)
- **1,018** single-family attached (townhomes);
- **920** multifamily units (Tracts A, C, E, L, M, and N)

The Master Site Plan Summary table in the PD narrative shows a total residential unit number of 3,318. The applicant would also like to be able to shift densities between tracts / areas with like uses.

Commercial uses are planned for Tracts B, O, P, Q, R, S, and T, and are identified as Commercial Type 1, Type 2, or Type 3.



## **Wetlands / Flood Zones**

The largest portion of the PD (PINs 403-00-00-0002, 403-00-00-0001, and 380-00-00-0038), which is approx. 1,668 acres (+/-), contains 714.3 +/- acres of wetlands, per an ACOE preliminary jurisdictional determination (PJD) letter dated January 6, 2021. Also contained on the subject parcels is 107,688 LF +/- of non-wetland waters. A Wetland Assessment Report was provided, dated June 21, 2023, for an approximate 165-acre portion of this PIN (located closer to the Hwy 701 portion of the property), that shows this portion of the property contains 126 +/- acres of wetlands, which appears to be a slight reduction in the overall wetlands for the subject property.

PIN 403-00-00-0022 (TMS 160-00-01-0004), referred to as the Richardson Tract and containing 72.8 +/- acres, provided a delineation concurrence exhibit map showing 9.52 +/- acres of wetlands and linear non-aquatic resources. This tract is part of the main PD that will contain a majority of the residential dwellings.

For properties closer to or at the intersection of Pitch Landing Rd and Hwy 701 S (including PIN's 381-00-00-0003, -0006, -0009, and -001), ACOE provided a letter dated March 5, 2023, stating that these properties do not contain aquatic resources subject to regulatory jurisdiction. The map provided as an exhibit to the letter shows that 0.25 +/- acres is a non-aquatic resource (pond).

Additionally, approx. 507 acres of the largest tract is located within the AE flood zone. The wetlands and the flood zone overlap in some areas (as seen on the site plan for the project). There is also a portion of a floodway on this property, as shown on the master site plan and flood zone overlay exhibits.

## **Current Zoning of Property**

PINs 403-00-00-0001, 403-00-00-0002, 380-00-00-0038, and 403-00-00-0022, which make up a majority of the proposed PD (1,740 +/- acres), is currently zoned Horry County Commercial Forest Agriculture (CFA).

*Per Horry County's Zoning Ordinance, Section 201 – Districts Intent Statements, the CFA district is intended to be reserved and utilized for agriculture, forestry, residential, commercial, social, cultural, recreational, and religious uses.*

PINs 381-08-04-0009 and -0010 (4.3 acres) are also zoned Horry County CFA.

PIN 381-08-01-0006 (5.26 acres) is zoned Horry County Community Retail Services (RE2).

*Per Horry County's Zoning Ordinance, Art. 2 – Established Districts, Sec. 201 – Districts Intent Statements, the RE2 district is intended to provide opportunities to locate and develop businesses primarily engaged in the sale, rental, and provision of goods or merchandise for personal or household use. Uses within this district are generally located outside or on the edge of established residential developments along transportation corridors providing easy access to established business. Uses permitted in this district may be freestanding or located in minor*

*retail centers with out-parcel development. Uses permitted in this district are intended to not impair existing or future residential development.*

PIN 381-00-00-0003 (12.56 acres) is zoned Horry County Highway Commercial (HC).

*Per Horry County's Zoning Ordinance, Art. 2 – Established Districts, Sec. 201 – Districts Intent Statements, the HC district is intended to establish and appropriate land reserved for general business purposes and with particular consideration for the automobile-oriented commercial development existing or proposed along the county's roadways. The regulations which apply within this district are designed to encourage the formation and continuance of a compatible and economically healthy environment for business, financial, service, amusement, entertainment, and professional uses which benefit from being located in close proximity to each other; and to discourage any encroachment by industrial or other uses capable of adversely affecting the basic commercial character of the district.*

### **Requesting Zoning of Property Upon Annexation into the City of Conway**

The requested zoning designation upon annexation is (City of Conway) Planned Development (PD) District. Per *Section 3.3.2 – Planned Development (PD) District*, of the UDO, *the intent of the PD District is to provide for large-scale, quality development projects (3 acres or larger) with mixed land uses which create a superior environment through unified development and provide for the application of design ingenuity while protecting surrounding developments.*

Planned Developments are also subject to the Design Standards contained within *Article 6 – Design Standards*, of the City's *Unified Development Ordinance (UDO)*.

### **Water / Sewer Availability**

This project is outside of the City's utility service area. Sewer would be provided via GSWSA and water would be provided via Bucksport Water Systems.

### **COMPREHENSIVE PLAN:**

This property is not currently identified on the City's Future Land Use Map of the Comprehensive Plan. It is identified on Horry County's Imagine 2040 Comprehensive Plan as 3 future land uses: Scenic and Conservation Areas, Rural, and Rural Communities.

The county's current Comprehensive Plan was adopted in 2019. The Future Land Use Map was developed based on a strategy of public input and geo-spatial analysis. Public input included hearings in front of Planning Commission and County Council, as well as a community survey, open houses held throughout the county, and a land use workshop held in May 2018. Framework for the future land use map included development trends, existing land use, planned infrastructure, natural assets, priority conservation areas, and environmental constraints.

Below are brief descriptions for each future land use from the county's Imagine 2040 Comprehensive Plan describing each future land use (complete descriptions provided in packet as excerpts from the Imagine 2040 Comp Plan):

*Scenic and Conservation Areas:* applied to areas of the county that scored exceptionally high on the environmental analysis and/or received strong recommendation from the community for future conservation. Estuarine and forested wetlands, and agricultural lands are examples of Scenic and Conservation. While not off limits to development, policy guidance is clear; in cases where more site-specific information is available to show that a property or a portion of a property is not environmentally constrained, that information may be presented...to be considered for uses other than those defined. *(taken from Horry County PC Decision Memo re: future land use amendment for property in same area as the subject property).*

*Rural:* applied to areas of the county with prime agricultural soils, extensive farm and timberlands, as well as natural resources and scenic views. These areas scored high in terms of soil and land cover data, have associated rural area management plans, and/or received feedback from the community for future preservation as a rural land use. Policy guidance suggests the county protect active agricultural and forestry operations, farmland and erodible soils in the rural areas by minimizing residential subdivisions, but also consider such things as rural tourism and a potential density transfer program *(taken from Horry County PC Decision Memo re: future land use amendment for property in same area as the subject property).*

*Rural Communities:* would allow for lots sizes of 14,500 sq. ft. or with a max of 3 net units per acre. It would also allow for lot sizes as small as 10,000 sq. ft. in certain zoning districts if sustainable development criteria are used to preserve substantial open space and natural features, utilize buffers for screening from roadways and adjacent properties, avoid natural hazards, and not impeded on adjacent farming operations.

### **Development Schedule**

The Development Agreement (DA) proposed allows the length of the initial agreement to be for a period of 20 years, which is based on the highland acreage of the project. The DA may be extended for up to three (3), five (5) year increments; provided that the developer is not determined to be in default of the agreement.

Per the PD narrative, subject to the current market demands, the developer anticipates a period of approx. 18 months from approval of the PD for design and permitting, and an additional 12 months from the date of issuance of permits and approval for installation of required infrastructure. One-fifth of the project to be completed in 5 years from approval of the PD, and an additional one-fifth of project to be completed in each subsequent 5-year periods.

The timing for completion of the project is approx. 25 years for full buildout.

**Permitted Uses in Current County Zoning Districts** (refer to proposed PD narrative / ordinance for a list of proposed uses)

PIN / Location of Property	Current Zoning District (Horry County)	Permitted / Conditional uses in Current County Zoning District
PIN's 380-00-00-0038; 403-00-00-0001; -0002; -0022 (Pitch Landing Rd, Hwy 701 S, & Blaze Trail)	Commercial Forest Agriculture (CFA)	<p><u>Residential</u>: manufactured homes; single-family detached dwellings (site built); townhomes; multiple homes on a single parcel</p> <p><u>Lodging &amp; Transient Accommodations</u>: bed &amp; breakfasts; non-profit/religious centers; group homes; RV's as temp. living accommodations</p> <p><u>Animal Facilities</u>: fishery/hatchery; animal services; livestock/agricultural, auction facility; commercial agricultural facility; animal raising facility</p> <p><u>Agricultural</u>: commercial crop production; horticulture farm; product processing; beer, wine &amp; spirit production, tastings, and retail sales of related merchandise</p> <p><u>Storage uses</u>: accessory outdoor storage</p> <p><u>Repair &amp; Service uses</u>: vehicle &amp; equipment repairs; boat service; repair services</p> <p><u>Outdoor Amusement Commercial (limited)</u>: golf course; firearm &amp; sports facilities</p> <p><u>Transportation uses</u>: residential subdivision airparks; commercial marina, fishing &amp; shipping facility; railroad depot; water transportation service (not casino boats)</p> <p><u>Medical uses</u>: medical offices and clinics</p> <p><u>Professional uses</u>: banks, beauty salons, commercial cemeteries/mausoleums; community/personal services; laundromat; offices (i.e. admin., business, general, etc.); therapeutic massage</p> <p><u>Industrial uses</u>: trade shops; warehouse</p> <p><u>Retail uses</u>: bait &amp; tackle; grocery stores; retail; lawn &amp; garden, etc.</p> <p><u>High Bulk Retail uses</u>: bulk landscape material supplier; hardware store; bottled gas dealer (less than 1,000 gallons)</p> <p><u>Other Commercial uses</u>: ATM &amp; ice vending machines; commercial centers; gas stations; mini-warehouse/self-storage; restaurants/bars</p>

<p>PIN 381-00-00-0003 (intersection of Pitch Landing Rd &amp; Hwy 701)</p>	<p>Highway Commercial (HC)</p>	<p><u>Residential uses:</u> single-family detached dwellings</p> <p><u>Lodging &amp; Transient Accommodation uses:</u> bed &amp; breakfasts; hotel/motel; campers/RV's as temp. living accommodations; group homes</p> <p><u>Agricultural uses:</u> commercial crop production; horticulture farm; produce stand; beer, wine &amp; spirit production, tastings, and retail sales of related merchandise</p> <p><u>Storage uses:</u> automobile storage, including tow yards; accessory outdoor storage; outdoor storage; boat storage</p> <p><u>Sales &amp; Rental uses:</u> vehicle, equipment manufactured home, &amp; building sales/rentals; outdoor sales/rental; boat sales/rental</p> <p><u>Repair &amp; Service uses:</u> vehicle &amp; equipment repairs; boat service; repair services; car wash</p> <p><u>Indoor Amusement uses:</u> indoor amusement (general); adult entertainment; auditorium/theater; event center</p> <p><u>Outdoor Amusement uses:</u> batting cages; paintball facility; golf amusements (driving ranges, miniature golf); golf course; family fun parks (temporary); sports facility</p> <p><u>Transportation uses:</u> taxi, limousine &amp; ground transportation vehicles; railroad depot (passengers &amp; freight)</p> <p><u>Medical uses:</u> counseling facilities that distribute prescription medication onsite; psychiatric hospitals; healthcare facilities (excluding standalone psychiatric facilities); outpatient drug &amp; alcohol addiction treatment clinic; assisted living facilities</p> <p><u>Professional uses:</u> banks/savings &amp; loans, barber/beauty shop/salons; commercial cemeteries &amp; mausoleums; community &amp; personal services; fitness centers / health spas; laundromat, coin operated / dry cleaners store &amp; pick up station (<i>excluding industrial launderer</i>); motion picture production studio &amp; allied services; office uses (i.e. administrative, business, general purpose, professional); therapeutic massage</p> <p><u>Industrial uses:</u> manufacturing of precision instruments; salvage yards; trade shops (includes contractors office); warehouse</p> <p><u>Retail uses:</u> bait &amp; tackle shops; grocery stores; retail; lawn/garden nurseries</p> <p><u>High Bulk Retail uses:</u> bulk landscape material supplier; hardware stores; high bulk retail stores; LP Gas (bottled gas dealer) dealer less than 1,000 gallons</p> <p><u>Other Commercial uses:</u> ATM &amp; ice vending machines (free-standing); commercial center; gas stations; mini-warehouse/self-storage; restaurants/bars</p>
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		<u>Institutional uses:</u> civic/fraternal/social associations; schools (private); specialty schools
PIN 381-08-01-0006 (Hwy 701 S, Pitch Landing Rd, & Wildair Circle)	Community Retail Services (RE2)	<u>Residential uses:</u> Multifamily dwellings; Quadraplex dwellings; townhomes <u>Lodging &amp; Transient Accommodation uses:</u> hotel/motel <u>Animal Facility uses:</u> animal services <u>Repair &amp; Service uses:</u> repair services; car wash <u>Indoor Amusement uses:</u> auditorium/theater <u>Medical uses:</u> medical offices & clinics <u>Professional uses:</u> banks/savings & loan; barber shops/beauty salons; commercial cemeteries / mausoleums; community & personal services; laundromats, coin operated / dry cleaners store & pick up station ( <i>excluding industrial launderers</i> ); office uses (administrative, business, general purpose, professional); therapeutic massage <u>Retail uses:</u> bait & tackle shops; grocery stores; retail <u>High Bulk Retail uses:</u> LP Gas (bottled gas) dealer less than 1,000 gallons <u>Other Commercial uses:</u> ATM & ice vending machines (freestanding); commercial centers; gas stations; restaurants/bars <u>Institutional uses:</u> civic/fraternal/social associations; specialty schools
PIN 381-08-04-0009 & - 0010 (Hwy 701 S)	Commercial Forest Agriculture (CFA)	<i>See list previously provided</i>

## **PREVIOUS PLANNING COMMISSION MEETINGS:**

### **May 4<sup>th</sup> Planning Commission:**

The first public hearing was scheduled for the May 4<sup>th</sup> Planning Commission meeting. However, the applicants requested deferral to the July PC meeting, and the agenda for the May meeting stated the requests had been deferred. Therefore, the public hearing was *not* held. There was public input at the end of the PC agenda, where several people spoke in opposition to the requests. The concerns raised included:

- Issues with contiguity
- Strain on city services
- Traffic concerns
- Lack of needed infrastructure

- Strain on affordable housing
- Cost of the development to the city
- Comments made during a request on East Cox Ferry annexation discussion a few months prior compared to now
- Concerns with having a gas station across the street from a residence

### **July 13<sup>th</sup> Planning Commission:**

A public hearing on the requests was held at the July 13 meeting. The conference room of the building was at capacity, with several people outside waiting to come inside. An estimate of the number of people present to speak at the meeting is approx. 60-70 people. All those who spoke were in opposition to the request. Their concerns included:

- Existing and future traffic on Highway 701 South and surrounding roadways
- Strain on emergency services
- Lack of water / sewer facilities
- Capacity of public schools in area
- Higher taxes on surrounding residents as a result of development of the property
- Stormwater runoff
- Distance from residences immediately adjacent to property
- Uncontrolled growth
- Concern with area becoming like Carolina Forest
- Flooding of surrounding properties as a result of this development
- Tree removals
- Destruction of forestland and animal habitats
- Lack of hospitals on the west side of the Waccamaw
- Multifamily and townhouse dwellings – too dense for area
- More cookie-cutter developments

Staff recommended that the request be deferred to the August 3<sup>rd</sup> meeting, in order to give staff and Planning Commission time to review updated documents submitted the day before the meeting. Planning Commission voted to defer the request.

### **August 3<sup>rd</sup> Planning Commission:**

The applicant's requested that the item be deferred to the September 7<sup>th</sup> Planning Commission meeting, in order to address some of the outstanding comments.

### **September 7<sup>th</sup> Planning Commission:**

Planning Commission recommended approval of annexing the property known as the Warden Station as a Planned Development (PD), with staff's recommendations or requested revisions. The motion passed with 2 members voting no.



**STAFF RECOMMENDATION:**

Staff recommends that Council consider **deferring First Reading** of the request in order to give the applicants and opportunity to have a workshop with Council to further consider and finalize the terms of the Planned Development, as well as the Development Agreement.

**Attachments:**

Traffic Impact Study (*updated May 2023*) – resubmitted as a final copy, not a draft;

PD Narrative (*Revised September 2023*)

PD Exhibits (*Revised August 2023*)

List of remaining staff comments (does not include comments which may derive from future meetings with applicant or from the development agreement)

**ORDINANCE #ZA2023-10-02 (B)**

**AN ORDINANCE TO ANNEX APPROXIMATELY 1,765 +/- ACRES OF PROPERTY LOCATED ON / NEAR THE INTERSECTION OF US HWY 701 S. & PITCH LANDING RD; US HWY 701 S., PITCH LANDING RD & WILDAIR CIRCLE; AND US HWY 701 S., PITCH LANDING RD, AND BLAZE TRAIL (PIN'S 381-00-00-0003, 381-08-01-0006, 381-08-04-0009, 381-08-04-0010, 380-00-00-0038, 403-00-00-0001, 403-00-00-0002, 403-00-00-0022), AND REQUEST TO REZONE FROM THE HORRY COUNTY HIGHWAY COMMERCIAL (HC), COMMUNITY & RETAIL SERVICES (RE2), AND COMMERCIAL FOREST AGRICULTURE (CFA) DISTRICTS TO THE CITY OF CONWAY PLANNED DEVELOPMENT (PD) DISTRICT.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONWAY:**

**SECTION 1. FINDINGS:**

A petition has been submitted to the City Council of the City of Conway to annex approximately 1,765 +/- (total) acres of property described herein and represented on a map.

The area proposed for annexation is adjacent to the present City limits. The petition for annexation of land and declared zoning is hereby accepted by the governing body of the municipality of Conway, and made a part of the City of Conway, South Carolina, to wit:

**ALL AND SINGULAR**, those certain parcels, lots, or tracts of land in Conway Township, County and State aforesaid, containing approximately 1,765 +/- (total) acres, located on/near the intersection of US Hwy 701 S. & Pitch Landing Rd; US Hwy 701 S., Pitch Landing Rd, & Wildair Circil, and US Hwy 701 S., Pitch Landing Rd & Blaze Trail (PIN'S 381-00-00-0003, 381-08-01-0006, 381-08-04-0009, 381-08-04-0010, 380-00-00-0038, 403-00-00-0001, 403-00-00-0002, 403-00-00-0022), and rezone from the Horry County Highway Commercial (HC), Community & Retail Services (RE2), and Commercial Forest Agriculture (CFA) districts to the City of Conway Planned Development (PD) district.

This annexation includes all waterways, roads, and rights-of-way adjacent to the property. For a more specific description of said property, see attached map.

**SECTION 2. APPLICATION OF ZONING ORDINANCE:**

The property is admitted as City of Conway Highway Commercial (HC) area under the zoning laws of the municipality.

**SECTION 3. EFFECTIVE DATE:**

The annexation is effective as of the date of the final reading of this Ordinance.

**AND BE IT FURTHER ORDAINED** that such changes shall be made on the Official Zoning Map. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

**RATIFIED BY CITY COUNCIL**, duly assembled, this\_\_\_\_\_day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Barbara Jo Blain-Bellamy, Mayor

\_\_\_\_\_  
Justin D. Jordan, Mayor Pro Tem

\_\_\_\_\_  
K. Autry Benton Jr., Council Member

\_\_\_\_\_  
Amanda Butler, Council Member

\_\_\_\_\_  
William M. Goldfinch IV, Council Member

\_\_\_\_\_  
Beth Helms, Council Member

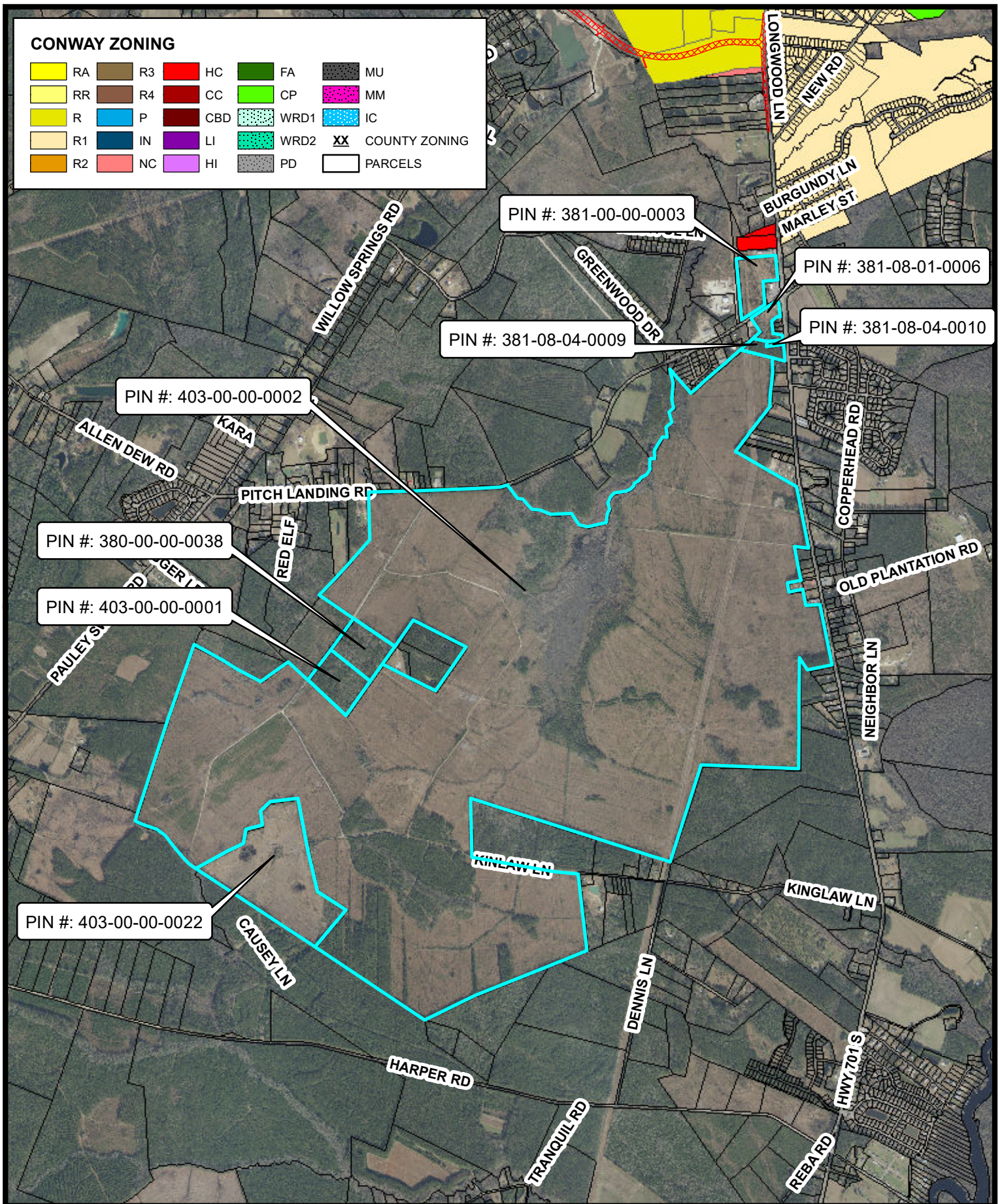
\_\_\_\_\_  
Larry A. White, Council Member

\_\_\_\_\_  
ATTEST: Alicia Shelley, City Clerk

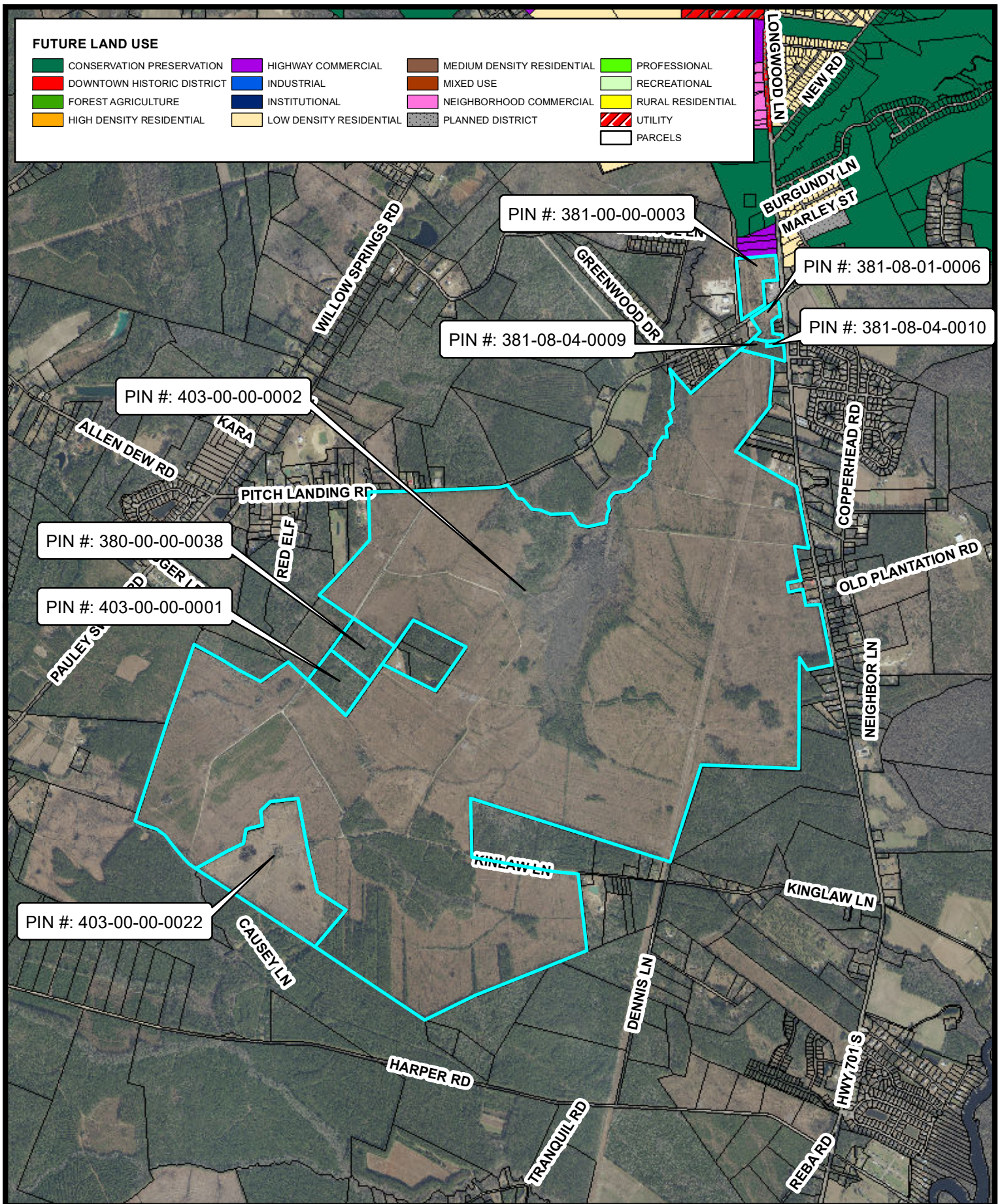
First Reading: \_\_\_\_\_

Final Reading: \_\_\_\_\_

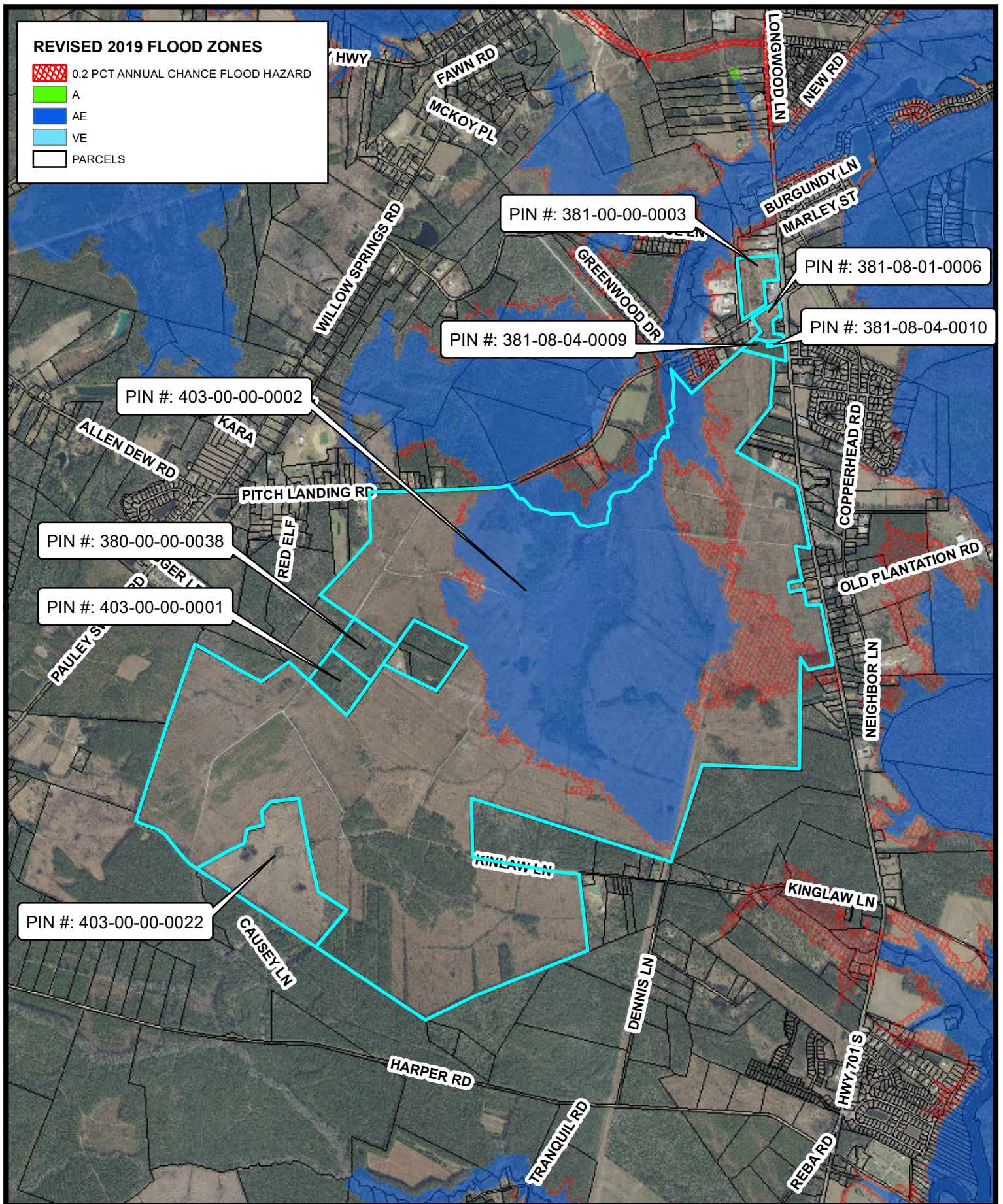




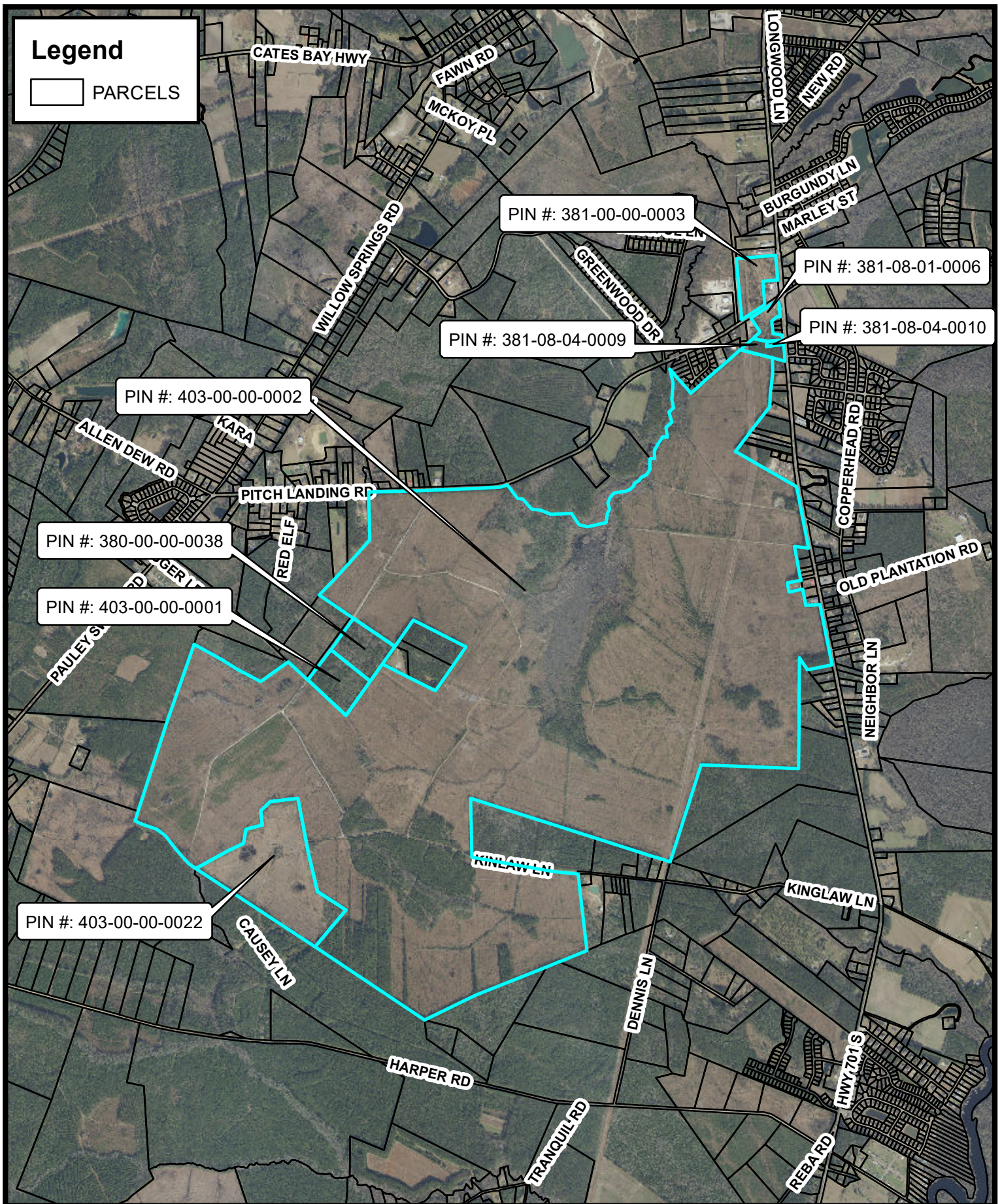






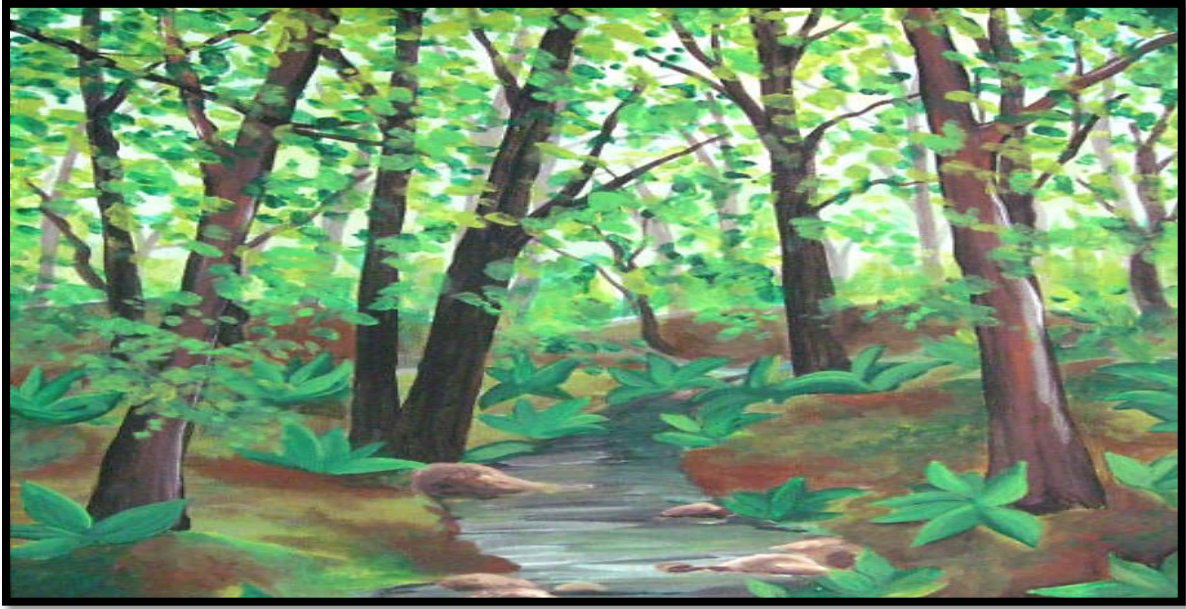








# Warden Station PD Narrative with Staff's Edits



A written project description of

**WARDEN STATION  
PLANNED DEVELOPMENT  
DISTRICT (PD District)**

April 5, 2023

**Latest Revision: September 5, 2023**

Prepared by:

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Myrtle Beach, SC 29577  
(843) 839-2100

And

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Pawleys Island, SC 29585  
(843) 237-1001

## **PD DISTRICT DOCUMENT TABLE OF CONTENTS**

### **PD DISTRICT NARRATIVE**

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### **APPENDICES:** (Submitted by Separate Supplement)

#### **Appendix A:** Master Site Plan

#### **Appendix B:** Additional PD District Documentation

- (I) Existing Conditions – (a) Boundary Survey, (b) Wetlands and Topography, (c) Downstream Analysis, (d) Aerial, and (e) Existing Zoning.
- (II) Buffer Plan
- (III) Open Space Plan
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- (VI) Traffic Hierarchy Plan
- (VII) Utility Plan – (a) Potable water, (b) Sanitary Sewer
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#### **Appendix C:** City Recreation Acreage Exhibit

#### **Appendix D:** Project Traffic Report

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#### **Appendix F:** Wetlands Letters / Delineation

#### **Appendix G:** Design Modifications Approved as part of PD

## SECTION 1: PURPOSE AND INTENT STATEMENT

The intent of the Planned Development District (PD District) is to provide for large-scale, quality development projects (three acres or larger) with mixed land uses which create a superior environment through unified development and provide for the application of design ingenuity while protecting surrounding developments. More specifically, the intent of the PD District is to permit:

- A. Flexibility in design to take the greatest advantage of natural land, trees, historical and other features;
- B. Accumulation of large areas of usable open space for recreation, preservation of natural amenities, and provision of community facilities;
- C. Creation of a variety of residential and compatible neighborhood arrangements that give the home occupant greater choice in selecting types of environment and living units;
- D. Clustering of one residential type for better use of the land and open space;
- E. Allowance of sufficient freedom for the developer to take a creative approach to the use of land and related physical development, as well as utilizing innovative techniques to enhance visual character of the city;
- F. Efficient use of land which may result in reduction in development and maintenance cost of street and utility systems;
- G. Simplification of the procedure for obtaining approval of proposed development through simultaneous review by the city of proposed land use, site consideration, lot and setback consideration, public needs and requirements, and health and safety factors [*City of Conway Unified Development Ordinance Adopted July 17, 2023*].

The real property that is the subject of this PD District consists of approximately One Thousand Seven Hundred Sixty-Five and 29/100 (**1,765.29**) Acres, more or less (the “**Subject Parcels**”). The Subject Parcels are located within the Conway and Bucksport Sections of Horry County, but outside of the jurisdiction of the City of Conway, bounded generally by U.S. Highway 701 to the East, Pitch Landing Road to the North, Kinlaw Lane to the South and Bear Creek to the West. Simultaneously with the adoption of this PD District, the Subject Parcels will be annexed into the City of Conway, by separate petition for annexation (the “**Annexation Agreement**”), and will be subjected to the terms of a separate development agreement between BRD Land & Investment Management, LLC, a North Carolina limited liability company (the “**Developer**”), of the Subject Parcels, its successors and assigns and the City of Conway (the “**Development Agreement**”), which Development Agreement will also be adopted simultaneously with the adoption of this PD District. The Subject Parcels are generally located Southwest of the intersection of U.S. Highway 701 and Pitch Landing Road.

Pursuant to the terms of the Development Agreement and the requirements of the City’s Unified Development Ordinance (the “**City’s UDO**”), public benefit is not required under the City’s UDO as a

part of the PD District, the Developer, and its successors and assigns, have nevertheless agreed to provide certain public benefits, which are as follows:

1. The creation of a direct internal roadway network with public rights-of-way ranging in width from 50' to 100', including an internal right-of-way connection from U.S. Highway 701 to Pitch Landing Road measuring 100' in width at U.S. Highway 701 and Pitch Landing Road, with variable widths internal of not less than 60', and the roadway improvements thereon (the "**Spine Road**"), such Spine Road to be completed in more than one phase, each of which shall be completed with any adjacent subdivisions requiring access, whether directly or indirectly from the Spine Road, or, in the alternative, bonded for completion in accordance with the requirements of the City, provided that no Residential Units or Commercial Units may be completed within such respective subdivision until such portion of the Spine Road has been completed.
2. A **sanitation service enhancement fee** in an amount equal to \$\_\_\_\_\_ per residential lot or residential unit (individually a "**Residential Unit**" and collectively "**Residential Units**"), and \$\_\_\_\_\_ per 1,000 square feet of commercial space (individually a "**Commercial Unit**" and collectively the "**Commercial Units**"), which shall be payable at the time of building permit application.
3. A **public safety enhancement fee** in an amount equal to \$\_\_\_\_\_ per Residential Unit, and \$\_\_\_\_\_ per Commercial Unit, which shall be payable at the time of building permit application. The purpose of the public safety enhancement fee is to offset the additional costs anticipated to be incurred by the City as a result of the PD, including, **but not limited to**, the addition of Four (4) police officers, One (1) detective, Five (5) additional police vehicles, and the costs of required equipment for each of such police officers and police vehicles.
4. A **parks and recreation enhancement fee** in an amount equal to \$\_\_\_\_\_ per Residential Unit, which shall be payable to the time of building permit application.
5. A **planning and development service enhancement fee** in an amount equal to \$\_\_\_\_\_ per Residential Unit, and an amount equal to \$\_\_\_\_\_ per Commercial Unit, which shall be payable at the time of building permit application.
6. **The installation of a multi-purpose path of 8' in width, following the internal Spine Road**, in accordance with the requirements of the City for other similar-situated properties, to be complete on or before the date on which the respective portion of the Spine Road providing access, directly or indirectly, to one or more subdivisions within the PD is completed. In the event the installation of such multi-purpose path is delayed beyond completion of the corresponding portion of the Spine Road, then, in such event the multi-

purpose path shall be bonded for completion, in accordance with the bonding requirements of the City. The installation of this path must be in accordance with the City's Pathway's and Trails Plan, adopted in 2022, and the same must be completed at the same time as the installation of the Spine Road is complete, without regard to the number of building permits that have been issued for the PD by the City.

7. As a requirement, the **installation of at least One (1) new sewer pump station** on the Subject Parcels, and, to the extent required in order to provide sufficient capacity as necessary for the proposed development of the Project, a second sewer pump on the Subject Parcels. Sewer pump installation shall be in accordance with the requirements of Grand Strand Water & Sewer Authority ("**GWSA**"), or such other agency then providing sanitary sewer service to the Subject Parcels.
8. **Stormwater conveyance and retention facilities** sufficient in capacity to accommodate the storm water generated from the Subject Parcels, and provide the City with evidence of the necessary and required permanent and perpetual easements necessary to facilitate such drainage from the Subject Parcels. All stormwater shall be designed to meet or exceed the City's Stormwater Ordinance that is in effect at the time of plan submittal.
9. The **installation of roadway improvements to Five (5) separate roadway intersections**, three (3) existing roadway intersections, and two (2) proposed intersections, each lying on the boundary of the Subject Parcels, in accordance with the Transportation Plan submitted as part of the Exhibit Supplement under **Appendix A, Exhibit VII**. Provided, however, that, in the event any of such roadway intersection improvements require the acquisition of additional right-of-way not located on the Subject Parcels, which Developer has no means of acquiring then, in such event the City may acquire the additional right-of-way not located on the Subject Parcels for such roadway intersection improvements, or, in the event the City declines to acquire such additional required right-of-way, the Developer may, in lieu of installing such roadway intersection improvements, instead pay to the City any amount equal to the then current engineer's estimated costs of such roadway intersection improvements, as approved by the City under the ordinances and regulations of the city, with the City then having the burden of installing such roadway intersection improvements at a time and under the conditions as determined by the City to be reasonable. The respective roadway intersections must be completed on or before the time on which any subdivision within the PD which is accessed by way of such roadway intersection is completed, as evidenced by the recording of a final plat, or by recording of a master deed creating any in-common units, together with any utilities which are to provide service to such subdivision within the PD. The intent of this provision is to insure that either (i) such roadway intersection improvements have been installed by the Developer; or (ii) the costs of such improvements have been paid to the City



by the Developer, to the extent not previously completed by Developer, with each of such roadway intersection improvements being completed on or before the date on which any final plat or master deed is recorded within any portion of the PD having access by way of such roadway intersection improvements (directly or indirectly), in accordance with the Project Traffic Report.

10. **Conveyance to the City of approximately 500 acres of real property**, shown and delineated on the Master Site Plan (the “**City Recreation Acreage**”), which City Recreation Acreage also comprises open space in accordance with the requirements of the PD, and includes uplands, wetlands and flood plain areas for ownership, perpetual maintenance and preservation, also as indicated on the Open Space Plan submitted as part of the Exhibit Supplement under **Appendix A, Exhibit IV**, which City Recreation Acreage may be conveyed in one or more parcels, each at the time an adjoining parcel is submitted for final plat. In addition, prior to the date on which the City Recreation Acreage is conveyed to the City, Developer shall have completed, caused to be completed, or bonded for future completion, in accordance with the typical bonding requirements of the City, the following improvements, each to be shown on the Open Space Plan:

- (a) Installation of not less than Four (4) pickle ball courts;
- (b) Installation of a floodproof playground, adequate in size to accommodate the number of children anticipated to use such playground at the completion of the PD;
- (c) Installation of parking areas sufficient in size, to accommodate visitors to the above reference recreational facilities;
- (d) Notwithstanding any other provision herein, the City Recreation Acreage shall be deemed a portion of the Open Space required under the PD.
- (e) To the extent any portion of the City Recreation Acreage includes stormwater lakes and ponds serving the PD, Developer may convey such stormwater lakes and ponds to the City, subject to a maintenance easement in favor of Developer, which requires Developer to maintain such stormwater lakes and ponds at the sole cost and expense of Developer.
- (f) To the extent any of the above referenced improvements are not complete at the time of conveyance of the City Recreation Acreage from Developer to the City, Developer shall bond the completion of the same, in accordance with the City’s standard procedures for bonds and financial guarantees.

11. **Installation of a Wildlife Refuge Trail connection**, in accordance with the City’s Pathway’s and Trails Plan (adopted in 2022). Refer to this plan for appropriate trail materials, widths, locations, etc. To the extent any approvals and coordination are required with agencies other than the City, including but not limited to U.S. Army Corps of Engineers and South Carolina

Department of Health and Environmental Control with regards to any wetland impacts or the materials or methods of trailway construction, Developer shall be solely responsible for approvals and coordination. Such Wildlife Refuge Trail is to be located on portions of the PD both within the City Recreation Acreage and on portions of the Subject Parcel not comprising a portion of the City Recreation Acreage. **Refer to Appendix B, Exhibit IV – Open Space Plan, for Trail location.**

12. **Tree Preservation.** Developer and City recognize the public benefit of tree preservation, and therefore agree that, a tree survey shall be provided for each Tract within the PD at the time of plan submittal, and before land disturbance or such Tract(s) is approved, in accordance with **the Tree Preservation standards that are in effect at the time of plan submittal.**
13. **Developer shall install, at each entrance to the PD (two on U.S. Highway 701 and one on Pitch Landing Road), cameras,** which capture identification of each vehicle entering the PD. The following represent the ongoing costs of such license plate readers or cameras, which costs shall be paid by Developer, or, any property owners association to which Developer assigns the rights and obligations of maintenance, which costs per camera are to be determined at the time of acquisition, including both acquisition costs and monthly cellular fees, if any.
14. **Developer shall install speed control devices along the Spine Road,** in the form of traffic circles, in each of the areas along the Spine Road where 3-Way and 4-Way stops would be required, in accordance with the Transportation Plan.

The proposed Perimeter Road and Southern Evacuation Lifeline, if funded and implemented, will not be materially impacted or interfered with by development of the PD. Background growth in the area may require roadway and municipal facility improvements.

- Phase 1 construction (phasing density) is scheduled to occur in 2028.
- Phase 2 construction (phasing density) in 2031; and
- Phase 3 construction (phasing density) in 2035.

15. It is the specific intent of this PD document (“**PD Document**” or “**PD District Document**”) approved by the City on or about the   day of  , 2023, to create and maintain an interconnected pedestrian and active lifestyle driven residential community which includes a variety of single family areas, a limited number of commercial areas, open spaces, common areas, and amenities, including parks, recreational and passive spaces, which are together referred to as “**Warden Station PD District**” (the “**Project**”), in accordance with the City’s UDO, which are specifically addressed as follows:

- (a) The proposed land uses within the PD are a combination of various residential uses consisting of approximately 1,628.57 Acres, including single family detached homes, single family subdivided attached homes ranging from Two (2) to Eight (8) homes per individual building, mid-rise multi-family condominiums, mid-rise multi-family apartments, and mid-rise multi-family apartments with elevators, which, dependent upon the product, may be offered for sale or rent, or a combination of both, together with those amenities and recreational facilities as set forth herein. The commercial component of the PD consists of approximately 136.78 Acres, which may include many different commercial uses which would typically be associated with a development of this scale, such uses being set forth herein. The proposed land uses for the Project were selected in an effort to compliment and blend with the existing surrounding uses, while exemplifying the primary components of the active lifestyle market for both families and retirees. The proposed gross and net densities for the PD are set forth on the Master Site Plan Summary Table ~~below~~.
- (b) Connections between the PD and the surrounding roadways are designed to enhance both the interconnectivity and the usability of U.S. Highway 701, Pitch Landing Road and Kinlaw Lane and to allow residents to safely travel along the interior of the Project from neighborhood to neighborhood with minimal impact to adjoining neighborhoods outside of the PD.
- (c) Pathways adjacent to public rights-of-way, and pedestrian and bicycle connections reflected on the Master Plan to be constructed within the PD provide for safe and accessible travel for pedestrians and bicycles.
- (d) The variety of housing products provided within the PD are intended to appeal to single adults, working families, pre-retirees, early retirees and late in life retirees by providing opportunities for home ownership at a variety of price points.
- (e) Streets follow the City's design standards, except to the extent revised standards are included within the PD District Appendices, reflecting a revised design standard, and where varied, consist of wider green space, and multi-purpose paths, rather than additional asphalt. Build-out demand considerations have been incorporated in the initial project design, including exterior connections from the PD to existing public roadways to avoid constricting traffic flow. Notwithstanding the above requirements, Developer and the City acknowledge and agree that the right-of-way of Kinlaw Lane, and the existing portion of Blaze Trail (driveway) do not comply with the City's design standards. To the extent improvements are required by the City to Kinlaw Lane, and/or Blaze Trail, Developer will reserve and dedicate any additional right-of-way from the Subject Parcels, at no additional cost to the City, for the City to make

such improvements, at the City's expense, and at the time the City deems such improvements appropriate.

- (f) The PD incorporates both water, open space and passive amenities, among the Subject Parcels, that may include, at the election of the Developer with regards to each individual parcel, swimming pool, neighborhood clubhouse, docks, shelters and open air gazebos to encourage resident's maximization of outdoor spaces, and these improvements, to the extent included in any individual parcel, shall be for the benefit of one or more individual neighborhoods within the PD, and not as a master amenity for the benefit of the entire PD, and set forth on the Master Site Plan. Site design has been guided, and actual construction will be guided by an effort to maintain key trees and environmentally sensitive areas, to meet all regulatory requirements. All stormwater will be designed to meet or exceed the standards within the City's Stormwater Ordinance.

All development within this Project will be regulated by the terms of the master site plan, approved ordinance, the City's UDO, the Development Agreement, and other applicable codes and ordinances of the City of Conway. *The definitions applicable throughout this Document are set forth in Article 2 of the City of Conway Unified Development Ordinance.*

## SECTION 2: LEGAL DESCRIPTION

The Subject Parcels are described as all of those certain pieces, parcels or tracts of land lying and situate near the City of Conway, Horry County, South Carolina, and being more particularly depicted on **Appendix A** (i) attached hereto.

## SECTION 3: PROJECT DEVELOPER AND TITLE

The Project title of this development is "**Warden Station PD**", although the Project may be branded among various neighborhoods within the Project following the approval of this PD by the City. The developer for the Project is BRD Land & Investment Management, LLC. The term "**Developer**" throughout this Document will include all subsidiaries and affiliates of BRD Land & Investment Management, LLC, and the term will also include any of its successors in interest or successors in title and/or assigns by virtue of assignment or other instrument.

## SECTION 4: MASTER SITE PLAN

**Appendix A** of this Document, attachment hereto, contains the PD Documentation, and the Twelve (12) different neighborhoods, together with the commercial parcels located on each side of the Spine Road, within the Project ("**Master Site Plan**"). The Master Site Plan shall be binding on the Subject Parcels

and any materially major departure, other than as set forth in Section 6 a Section 12 below, shall be authorized by amendment only. The controlling Master Site Plan shall negate any contradiction between the Master Site Plan and any other plan, and this PD Document.

- A. This Project will ultimately include Nineteen (19) phases, including Twelve (12) phases of residential product, and Seven (7) phases of commercial product, together with amenity areas, park and open space areas, and each of such components may be developed at various times relative to the residential development and commercial development portion of the PD, any one of which may be further developed in sub-phases, and any of which may be developed in any particular order, with all homes remaining under ownership of the Developer, its successors and assigns, until such time as a final plat approved by the City may be recorded in the public records of Horry County, South Carolina. Although the timing of completion of any particular Phase of the PD is subject to then current market demands, the Developer anticipates a period of approximately Eighteen (18) months from approval of the PD for design, and permitting, and additional period of approximately Twelve (12) months from the issuance of permits and approvals for the installation of initial required infrastructure, and that approximately One-Fifth of the Project would be complete within Five (5) years of approval of the PD, with an additional One-Fifth of the Project being completed in each of the subsequent Five (5) year periods, with a projected build-out period for the Project of Twenty Five (25) years. A general description of each Phase of the Project is set forth in the Tables included herein. The relevant infrastructure necessary for development of the individual Phases of the PD, including water, sewer, drainage and other supporting utilities and other improvements will be installed in accordance with construction plans to be approved by and in accordance with the requirements as per City departmental reviews.

**[SEE MASTER SITE PLAN SUMMARY TABLE ON FOLLOWING PAGE]**

**MASTER SITE PLAN SUMMARY TABLE 3**

Tract / Area	Acreage	Permitted Use	Lots/Units	Density Gross/Net (units/acre)
A 1; 2	40.47 acres	Attached Single Family; Multifamily	246 lots/units	6.08/6.72
B 6	10.72	Commercial (Type 3)	-	
C 1; 2	21.66	Attached Single Family; Multifamily	104 lots/units	4.80/5.03
D 1	56.84	Detached Single Family	135 lots	2.38/2.42
E 1; 2	50.94	Attached Single Family; Multifamily	406 lots/units	8.01/8.01
F 1	128.54	Detached Single Family	302 lots	2.35/2.72
G 1	178.76	Detached Single Family	341 lots	1.91/2.58
H 1	232.97	Detached Single Family	321 lots	1.38/2.81
I 1	153.20	Detached Single Family	91 lots	0.59/2.28
J 1	85.78	Detached Single Family	190 lots	2.16/2.48
K	552.34	Master Open Space / City Recreational	-	-
L 1; 2	27.82	Multifamily	480 units	17.25/17.25
M 1; 2	34.81	Multifamily	440 units	12.64/14.82
N 1; 2	64.46	Attached Single Family; Multifamily	260 lots/units	4.03/4.95
O 5	23.47	Commercial (Type 2)	-	-
P 4	66.30	Commercial (Type 1)	-	-
Q 4	14.14	Commercial (Type 1)	-	-
R 4	4.30	Commercial (Type 1)	-	-
S 4; 5	5.26	Commercial (Type 2)	-	-
T	12.56	Commercial (Type 1)	-	-
<b>Totals</b>	<b>1,765.34 acres</b>		<del>3,316</del> <b>3,318</b> <b>lots/units</b>	<b>Total Gross/Net Density (residential only)</b> ____/____

**Footnotes to Master Site Plan Summary Table:**

- 1** Density may be shifted between residential tracts/areas with like uses (i.e. single-family to single-family) may be considered a “minor” amendment to the PD, provided that the overall (total) density is not increased and remains constant, applicable to Tracts A, C, **D**, E, F, G, H, I, J, L, M and N.
- 2** Attached Single Family/Multifamily tracts/areas may be developed in-common. Development Standards for in-common development may differ from fee-simple development, applicable to Tracts A, C, E, L, M and N.
- 3** Refer to Table 2 in the PD document for dimensional standards applicable to all Tracts.
- 4** Unless otherwise specified in the PD, all uses permitted in the Highway Commercial (HC) district, per the City of Conway’s Unified Development Ordinance (UDO) shall be permitted on tracts/areas identified as Commercial (Type 1), applicable to Tracts P, Q, R and S.
- 5** Unless otherwise specified in the PD, all uses permitted in the Highway Commercial (HC) / Light Industrial (LI) districts, per the City’s UDO, shall be permitted on tracts/areas identified as Commercial (Type 2), applicable to Tracts O and S, provided that Tract O may be used only for outdoor recreation and/or storage.



<sup>6</sup> Unless otherwise specified in the PD, all uses permitted in the Neighborhood Commercial (NC) and Conservation Preservation (CP) districts, per the City's UDO, shall be permitted on tracts/areas identified as Commercial (Type 3), applicable to Tract B.

## **SECTION 5: DEVELOPMENT DESCRIPTION**

The Project is planned to include a mix of land uses, which together form an integrated active lifestyle community. The Project will be the subject of master covenants, conditions and restrictions, which will apply to the community as a whole, as well as additional covenants, conditions and restrictions which may be applicable only to certain portions of the community (collectively the “CCRs”). The CCRs will define the building size, aesthetic style and shared amenities and open spaces of each of the respective neighborhoods within the Project.

The Developer has significant experience in bringing new communities that meet the needs of both the local community and the new residents, throughout the Southeast region of the United States, with a significant concentration of such communities within North Carolina and South Carolina. By being involved in the creation of the new development, the Developer is able to insure the desires of future homebuyers are incorporated in the initial land design, and carried through consistently to the completion of the final home. Often in today's market, the Developer is disconnected from the builder's targeted homebuyer, and that disconnect can have a significant impact on the success of the community. For this PD, the Developer has planned the amenities and the product offerings to reflect an active lifestyle to accommodate families, soon to be retirees and retirees. The key word in the phrase “Master Planned Community”, is Community, since success for an active community is dependent upon substantial amenities encouraging an active lifestyle with outdoor activity and interaction among residents. In today's real estate market, communities are typically a collection of one or more neighborhoods, with compatible architectural character, promoting a way of life and diversity with a common purpose. The Project is designed to anticipate a variety of users, and to balance the environment between them.

Neighborhoods are the building blocks of a community. The neighborhood is where we experience our family and friends, it's where life happens, and it's where we tell people we live. Residents are offered a range of options for getting where they want to go rather than having to depend solely on their automobile. Each neighborhood within the PD will offer distinctive product type, to appeal to the needs of a particular targeted resident. The offering of various product types further encourages the diversity of both residents and their interests. In addition, the covenants, conditions and restrictions for the various neighborhoods within the PD will provide for limitations on certain types of uses that conflict with the target resident for that particular neighborhood. As an example, private restrictions that are not a part of the PD may dictate that a particular neighborhood may be restricted for leases terms of not less than One (1) year, while other neighborhoods are intentionally design to attract the short-term, transition resident, who may be building are anticipating the building of a permanent residence within another area of the PD.

Public spaces are the social heart of communities. Today, modern development has arranged public space into two forms; the first being activity areas for organized leisure activities and sports; and the second being preservation areas such as lakes, wetlands, pocket parks, groves of preserved trees, and drainage channels. The recreational areas are designed to accommodate leisure activities and sports, but also to create places where one can go simply to be outside, enjoy nature and maybe have a picnic. The relationship between leisure and recreation has to be better understood. Leisure is time and experience based, while recreation is activity and space based. One is aesthetically oriented and the other is functionally oriented. While a good community should provide both, the two are not the same, and must be balanced so the needs of the residents are being met in equal proportion. The Project incorporates a significant flood plain area, which contributes to the Developer's efforts to separate uses, provide buffers between neighborhoods, and preserve the flood plain areas and wetlands in order to accommodate any rising water during an historical storm event. Portions of the flood plain area within the PD may be supplemented with docks, recreation lawns and preservation of existing vegetated border areas. Public space and green areas help provide a transition between the various neighborhoods and residences, and provide a sense of movement, and enhances the feeling of being in a distinct place. The interconnection of activities, through the use of pathways, provides opportunities for activities to all residents.

The public spaces, including open space, flood plain areas, jurisdictional and non-jurisdictional wetlands to be conveyed by Developer, its successors and assigns, including the owners of the individual parcels comprising the Subject Parcels, to the City, shall be conveyed in conjunction with the development of the individual Phases, on or before the date on which the development within a particular Phase has been completed. To the extent any area within the PD is, at the time of the development of the Phase in which such area is located, designated as a jurisdictional or non-jurisdictional wetland, or required wetland buffer, then, and only then, will the same be conveyed by Developer to the City, provided, however, that the Developer, its successors and assigns, including the owners of the individual parcels comprising the Subject Parcels, such conveyance shall be subject to reservations of ingress, egress, access and the installation, extension, tie-in, repair, maintenance and replacement of utilities serving the Subject Parcels.

The arterial roadway providing access through the Project from U.S. Highway 701 to Pitch Landing Road, as a spine road, is anticipated to be a variable width public roadway. The interior roadways within the Project, to the extent the same meet with requirements of the City for a public roadway, are also anticipated to be public roadways. Roadways within the Project, in addition to public roadways, may include private roadways, internal drives and other areas within the multi-family areas of the Project where subdivision from a public right-of-way is not required and planned by the Developer. Setbacks and easements will be arranged so as to allow for off-street parking of at least one car in depth for the residences. All water and sewer systems within the Project, upon completion, will be dedicated to one or more of Grand Strand Water & Sewer Authority or Bucksport Water System, Inc. The neighborhoods

within the Project may consist of detached single family lots of varying width, single-family subdivided attached units ranging from Two (2) to Eight (8) units, mid-rise multi-family buildings and many different commercial uses within the commercial areas of the PD. The architectural style of the homes will be consistent and compatible, but will also allow for an identity to be established within each neighborhood by its distinctive elements. Elevated entries, varying rooflines, oversized windows and durable but distinctive roofing materials will be present in each of the neighborhoods, the elements and style of each neighborhood being reflected in the appendixes attached to this PD Document. Structures within the PD will comply with City's Design Standards for residential and non-residential structures are in effect at the time of plan and/or permit submittal.

Single-Family residences may include Detached Single-Family, Attached Single-Family ranging from Two (2) to Eight (8) units per building. Single-Family Attached may be subdivided, or may be in common. To the extent such units are subdivided, each unit shall comply with the subdivision requirements of the City, including, but not limited to the requirement that in order to be subdivided, lots must adjoin (front) a public right-of-way.

Multi-Family residences may include mid-rise condominiums, and mid-rise apartments, not exceeding Four (4) stories, all of which may be offered for sale, for rent or both.

The Commercial areas may include subdivided commercial lots, shopping centers and commercial condominium complexes, combining various uses within a single development.

Architecture, signage design and landscaping are proposed to be controlled with detailed design guidelines, which will be administered by a Subject Parcels under a property owners association (“POA”) or homeowners association (“HOA”) and/or an architectural review board (“ARB”). Table 1 below identifies the proposed uses for the Subject Parcels within the PD.

**[SEE TABLE 1 PROPOSED USES ON FOLLOWING PAGE]**

**TABLE 1**  
**PROPOSED USES FOR SUBJECT PARCELS**

<b>Master Plan Tract</b>	<b>Approximate Acreage</b>	<b>Proposed Land Use</b>	<b>Product Type</b>	<b>Proposed Density</b>
Tract D	56.84 AC	Detached Single Family	SF Type A (Min. 60' Lot Width) Detached	135
Tract F	128.57 AC	Detached Single Family	SF Type A (Min. 60' Lot Width) Detached	302
Tract G	178.76 AC	Detached Single Family	SF Type A (Min. 60' Lot Width) Detached	341
Tract H	232.80 AC	Detached Single Family	SF Type A (Min. 60' Lot Width) Detached	321
Tract I	153.20 AC	Detached Single Family	SF Type A (Min. 60' Lot Width) Detached	91
Tract J	88.02 AC	Detached Single Family	SF Type A (Min. 60' Lot Width) Detached	190
Tract A*	40.47 AC	Attached Single Family	SF Type C (Min. 28' Lot Width) Attached	246
Tract C*	21.66 AC	Attached Single Family	SF Type B (Min. 38' Lot Width) Attached	104
Tract E*	50.94 AC	Attached Single Family	SF Type D (Min. 20' Lot Width) Attached	408
Tract N*	64.43 AC	Attached Single Family	SF Type D (Min. 20' Lot Width) Attached	260
Tract L	27.82 AC	Multi-Family	3-4 Story Multi-Family	480
Tract M	34.81 AC	Multi-Family	3-4 Story Multi-Family	440
Tract K**	550.14 AC	Open Space	Recreational Open Space	N/A
Tract B	10.72 AC	Commercial	Type 3 Commercial	161,000 SF Max.
Tract O***	23.47 AC	Commercial	Type 2 Commercial	352,000 SF Max.
Tract P	66.32 AC	Commercial	Type 1 Commercial	995,000 SF Max.
Tract Q	14.13 AC	Commercial	Type 1 Commercial	212,000 SF Max.
Tract R	4.30 AC.	Commercial	Type 1 Commercial	64,000 SF Max.
Tract S	5.26 AC.	Commercial	Type 2 Commercial	79,000 SF Max.
Tract T	12.56 AC.	Commercial	Type 1 Commercial	188,000 SF Max.
<b>TOTAL</b>	<b>1,765.22 AC</b>		<b>Residential</b>	<b>3,318 UNITS</b>

*Note on commercial square footage: this will be extremely difficult for staff to keep track of.*

\*Tract A, Tract C, Tract E and Tract N each represent Attached Single Family use at the highest intensity. As to SF Type B, SF Type C and SF Type D Parcels set forth above, which parcels are intended to be interchangeable based upon market conditions, Developer may elect to replace any one of these Three (3) designations with any other of these Three (3) designations by submittal of a minor amendment to the Planning Director for approval.

\*\*Tract K represents acreage to be conveyed to the City by the Developer, in one or more parcels, upon completion of improvements, but not later than the date which is the third anniversary of the final approval of the PD.

\*\*\*Tract O lies primarily within the AE Flood Zone and may be used only for Outdoor Recreation and/or Storage without regard to the allowable uses within Type 2 Commercial.

**Table 2 on the following page identifies the dimensional standards for each of the proposed uses within the PD District.**

**TABLE 2**

**\*PROPOSED DIMENSIONAL STANDARDS CHART**

Permitted Uses	Min. Lot Size Sq. Ft.	Min. Lot Width <sup>3;</sup> <sup>4</sup>	Min. Lot Depth	Setbacks (Feet)				Max. Height <sup>1</sup>	Impervious Surface <sup>1; 5</sup>	Min. Separation of Structures <sup>1</sup>
				Front	Side	Rear	Corner			
Detached Single Family (SF) Type A <sup>6</sup>	6,000	60'	100'	20'	5'	15'	10'	35'	80%	10' Wall to Wall
Attached SF Type B <sup>7</sup>	3,000	38'	84'	20'	0'	20'	10'	35'	75%	20'
Attached SF Type C <sup>8</sup>	2,300	28'	84'	20'	0'	20'	10'	35'	75%	20'
Attached SF Type D <sup>9</sup>	1,650	20'	84'	20'	0'	10'	10'	35'	75%	20'
Multi-Family	5,000	50'	150'	15'	<del>40'</del> <sup>15'</sup>	<del>40'</del> <sup>15'</sup>	<del>40'</del> <sup>15'</sup>	52'	75%	20'
Amenities	1,000	N/A	N/A	10'	10'	10'	20'	35'	N/A	10' Wall to Wall
Commercial Type 1	10,000	50'	125'	30'	20'	20'	20'	42'	75%	20'
Commercial Type 2	15,000	80'	150'	40'	20'	20'	20'	52'	75%	20'
Commercial Type 3	7,500	60'	125'	20'	20'	20'	15'	42'	75%	20'
Accessory (All Tracts)	N/A	N/A	N/A	10'	10'	10'	10'	35'	N/A	20'

Footnotes:

<sup>1</sup> Applicable in both subdivided and in common Residential Units

<sup>2</sup> Minimum wall-to-wall separation for single family homes shall be Ten (10) feet.

<sup>3</sup> SF Type A lots shall have at least 40' of frontage on a public right-of-way for lots fronting curved streets; and 35' for lots that front on cul-de-sacs; however, the minimum lot width may be measured at the front setback line.

<sup>4</sup> SF Type B, SF Type C and SF Type D lots shall have at last 18' of frontage on a public right-of-way for lots fronting on curved streets or cul-de-sacs; however, the minimum lot width may be measured at the front setback line.

<sup>5</sup> Impervious Surface is determined by the ratio of building roof area together with driveways, patios, pools, etc. not under roof, to total Lot or Tract/Parcel area, as applicable to subdivided or in common development.

<sup>6</sup> SF Type A requires a minimum Lot Width of 60'

<sup>7</sup> SF Type B requires a minimum Lot Width of 38'

<sup>8</sup> SF Type C requires a minimum Lot Width of 28'

<sup>9</sup> SF Type D requires a minimum Lot Width of 20'

\*The dimensional standards set forth in this table above as being applicable to Attached SF Type B, Attached SF Type C and Attached SF Type D, including the above minimum Site Area S.F., Lot Width, minimum Lot Depth, shall be applicable only to subdivided lots, and shall not apply to units which are owned in-common, except as specifically noted.



## SECTION 6: GENERAL DEVELOPMENT STANDARDS THROUGHOUT THE PD DISTRICT

Densities. The overall density for the Project through all Phases, as shown on the Master Site Plan, **shall not exceed 3,318 total units**, and shall not exceed 1,892 detached single-family residential units, 1,648 attached single-family residential units *or* 920 multi-family residential units, together with the applicable commercial square footage not exceeding the maximum square footage for each Tract set forth in Table 1 above.

### Permitted Uses.

Permitted Uses are as follows:

- (1) Commercial Uses: Commercial may include each of the uses set forth in **Table 3** below, the definition of such uses being consistent with the definitions set forth in the City's UDO, or, to the extent not defined in the City's UDO, and classified and designated, for purposes of the PD District, as Type 1 Commercial, Type 2 Commercial or Type 3 Commercial:

**TABLE 3.**

### PERMITTED USES IN COMMERCIAL TYPES 1, 2, & 3 & OPEN SPACE/RECREATIONAL USES

Type 1 Commercial	Type 2 Commercial	Type 3 Commercial	Open Space/Recreational (Tract K)
Tracts / Areas:	Tracts / Areas:	Tracts / Areas:	Tracts / Areas: K
In addition to the uses specified in this Table, all uses permitted in the Highway Commercial (HC) district, <i>per the City of Conway UDO</i> , shall be a permitted or conditional use on Tracts/Areas identified as Type 1 Commercial on the Master Site Plan.	In addition to the uses specified in this Table, all uses permitted in the Highway Commercial (HC) & Light Industrial (LI) districts, <i>per the City of Conway UDO</i> , shall also be permitted or a conditional use on Tracts/Areas identified as Type 2 Commercial on the Master Site Plan.	In addition to the uses specified in this Table, all uses permitted in the Neighborhood Commercial (NC) & Conservation Preservation (CP) districts, <i>per the City of Conway UDO</i> , shall be permitted on Tracts/Areas identified as Type 3 Commercial on the Master Site Plan.	All uses permitted in the <b>Conservation Preservation (CP)</b> district, <i>per the City of Conway UDO</i> , AND as specified in Table 3 / Master Site Plan
<b>Permitted Uses:</b> <ul style="list-style-type: none"> <li>• Conservation Area(s)</li> <li>• Passive Open Space</li> <li>• Public Recreational Facilities</li> <li>• Athletic Fields (with or without lights)</li> </ul>	<b>Permitted Uses:</b> <ul style="list-style-type: none"> <li>• All uses listed under Type 1 Commercial as a Permitted use</li> <li>• Conservation Area(s)</li> <li>• Passive Open Space</li> <li>• Public Recreational Facilities</li> </ul>	<b>Permitted Uses:</b> <ul style="list-style-type: none"> <li>• Boat Dock</li> <li>• Conservation Area(s)</li> <li>• Forest Management Area</li> <li>• Passive Open Space</li> </ul>	

<ul style="list-style-type: none"> <li>• Golf Course (with or without lights)</li> <li>• Gymnasiums</li> <li>• Nursing Home</li> <li>• Hospital</li> <li>• Civic Club</li> <li>• Fire/Police station</li> <li>• Educational Facility</li> <li>• Library</li> <li>• Business office (<i>i.e.</i> accounting, consulting, financial institution, real estate, law firm, and the like)</li> <li>• Chiropractor</li> <li>• Counseling service</li> <li>• Dentist / Orthodontist / Oral Surgeon</li> <li>• Doctor's office</li> <li>• Government office</li> <li>• Barber Shop / Beauty Salon (including Hair/Nail salons)</li> <li>• Dry Cleaner (no drive-thru)</li> <li>• Dance/Fitness Studio</li> <li>• Fitness Center; Athletic Club</li> <li>• Laundromat</li> <li>• Pharmacy</li> <li>• Bakery</li> <li>• Butcher Shop</li> <li>• Convenience Store</li> <li>• Grocery Store</li> <li>• Ice Cream Shop</li> <li>• Specialty Food Store</li> <li>• News Stand</li> <li>• Bars/Tavern/Nightclub</li> <li>• Café / Coffee Shop</li> <li>• Restaurant (with or without a drive-thru)</li> <li>• Clothing Stores</li> <li>• Shoe Store</li> </ul>	<ul style="list-style-type: none"> <li>• Athletic Fields (with or without lights)</li> <li>• Gymnasiums</li> <li>• Agricultural Crop</li> <li>• Tree Farms &amp; Silviculture</li> <li>• Skating Rinks</li> <li>• Fire / Police Station</li> <li>• Vocational, Trade School</li> <li>• Business Offices (<i>i.e.</i> accounting, consulting, financial institution, real estate, law firm, and the like)</li> <li>• Charitable Institution</li> <li>• Government Office</li> <li>• Clothing Alterations; Seamstress</li> <li>• Dance / Fitness Studio</li> <li>• Dry Cleaner (no drive-thru)</li> <li>• Shoe Repair</li> <li>• Bakery</li> <li>• Wholesale Bakery</li> <li>• Butcher Shop</li> <li>• News Stand</li> <li>• Wholesale Produce</li> <li>• Bars / Tavern / Nightclub</li> <li>• Clothing Stores</li> <li>• Artists &amp; Craftsmen's Stores (<i>i.e.</i> antique, gift, hobby, and frame shops, and the like)</li> <li>• Photography Sales &amp; Studio; film developing</li> <li>• Bookstore</li> <li>• Tobacco Shop</li> <li>• Wholesale Florist</li> <li>• Hardware Store</li> <li>• Musical Instrument Sales &amp; Repair; Music Store</li> <li>• Pet Supply; Pet Grooming</li> <li>• Gas &amp; Service Station</li> <li>• Optical &amp; Hearing Center</li> </ul>	<ul style="list-style-type: none"> <li>• Public Recreational Facilities</li> <li>• Private Sports Facilities (<i>i.e.</i> athletic fields, golf courses, gymnasiums, and the like)</li> <li>• Fire / Police Station</li> <li>• Fitness Center; Athletic Club</li> <li>• Passenger Facility (transit stop, station)</li> <li>• Civic Clubs</li> <li>• Fire / Police Station</li> <li>• Educational Facility</li> <li>• Library</li> <li>• Business Offices (<i>i.e.</i> accounting, consulting, financial institution, real estate, law firm, and the like)</li> <li>• Chiropractor</li> <li>• Counseling Service</li> <li>• Dentist / Orthodontist / Oral Surgeon</li> <li>• Doctor's Office</li> <li>• Charitable Institution</li> <li>• Government Office</li> <li>• Barber Shops / Beauty Salons (including Hair / Nail salons)</li> <li>• Clothing Alterations; Seamstress</li> <li>• Dance / Fitness Studio</li> <li>• Dry Cleaner (no drive-thru)</li> <li>• Laundromat</li> <li>• Pharmacy</li> <li>• Shoe Repair</li> <li>• Bakery</li> </ul>	
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<ul style="list-style-type: none"> <li>• Artists &amp; Craftsmen's Stores (<i>i.e.</i> antique, gift, hobby, and frame shops, and the like)</li> <li>• Photography Sales &amp; Studio; film developing</li> <li>• Bookstore</li> <li>• Tobacco shop</li> <li>• Florist</li> <li>• Hardware Store</li> <li>• Pet Supply, Pet Grooming</li> <li>• Musical Instrument Sales &amp; Repair; Music Store</li> <li>• Gas &amp; Service Station</li> <li>• Optical / Hearing Center</li> <li>• Retail &amp; Service uses (<i>i.e.</i> appliance sales/service, big box retail dept. store, computer sales/service, liquor stores, furniture stores/showrooms, discount stores, jeweler, and the like)</li> <li>• Shopping Center</li> <li>• Auto-Accessory Store</li> <li>• Automobile Dealership</li> <li>• Rental Car Agency</li> <li>• Truck &amp; Auto Repair</li> <li>• Building Supply; Equipment Sales</li> <li>• Office Supply Stores</li> <li>• Paint, Floor Supply &amp; Sales</li> <li>• Hotel / Motel / Inn</li> <li>• Armory</li> <li>• Sporting Goods</li> <li>• Portable Storage Unit</li> <li>• Mini Storage Unit/Mini Storage Warehouse with Outdoor Storage</li> <li>• Warehousing with Outdoor Storage</li> </ul>	<ul style="list-style-type: none"> <li>• Appliance Sales &amp; Service</li> <li>• Boat Sales; Boat Service</li> <li>• Computer Sales &amp; Service</li> <li>• Copy Center; Print Shops</li> <li>• Discount Store</li> <li>• Furniture Repair &amp; Upholstery</li> <li>• Jeweler</li> <li>• Leather Shop</li> <li>• Sign Shop</li> <li>• Auto Accessory Store</li> <li>• Automobile Dealership</li> <li>• Rental Car Agency</li> <li>• Truck &amp; Auto Repair</li> <li>• Building Supply; Equipment Sales</li> <li>• Fitness Center; Athletic Clubs</li> <li>• Hotel / Motel / Inn</li> <li>• Private Club</li> <li>• Passenger Facility (transit stop, station)</li> <li>• Nursery / Garden Center</li> <li>• Dry Cleaner (with drive-thru)</li> <li>• Car Wash &amp; Detailing Facility</li> <li>• Portable Storage Unit</li> <li>• Mini Storage Unit; Mini Storage Warehouse with Outdoor Storage</li> <li>• Warehousing with Outdoor Storage</li> <li>• Building Supply Lumber Yard</li> <li>• Wholesaling, Storage &amp; Distribution (Light)</li> </ul>	<ul style="list-style-type: none"> <li>• Candy Store; Confectionary</li> <li>• Convenience Store</li> <li>• Grocery Store</li> <li>• Health; Vitamin; Nutrition Food Store</li> <li>• Ice Cream Shop</li> <li>• News Stand</li> <li>• Specialty Food Store</li> <li>• Café / Coffee Shop</li> <li>• Restaurant (no drive-thru)</li> <li>• Clothing Stores</li> <li>• Artists &amp; Craftsmen's Stores (<i>i.e.</i> antique, gift, hobby, and frame shops, and the like)</li> <li>• Photography Sale &amp; Studio; film developing</li> <li>• Bookstore</li> <li>• Tobacco Shop</li> <li>• Florist</li> <li>• Hardware Store</li> <li>• Musical Instrument Repair &amp; Sales; Music Store</li> <li>• Pet Supply; Pet Grooming</li> <li>• Gas &amp; Service Station</li> <li>• Optical &amp; Hearing Center</li> <li>• Appliance Sales &amp; Service</li> <li>• Computer Sales &amp; Service</li> <li>• Copy Center; Print Center</li> <li>• Furniture Repair &amp; Upholstery</li> <li>• Furniture Store &amp; Showroom</li> </ul>	
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<ul style="list-style-type: none"> <li>• Building Supply/Lumber Yard</li> <li>• Nursery/Garden Center</li> <li>• Car Wash &amp; Detailing Facility</li> <li>• Dry Cleaner (with drive-thru)</li> </ul>		<ul style="list-style-type: none"> <li>• Jeweler</li> <li>• Shoe Store</li> <li>• Fitness Center; Athletic Club</li> <li>• Hotel / Motel / Inn</li> <li>• Sporting Goods</li> <li>• Passenger Facility (transit stop; station)</li> </ul>	
<b>Conditional Uses:</b> <ul style="list-style-type: none"> <li>• Adult Day Care Services; Adult Day Care Facilities</li> <li>• Child Day Care Facilities</li> <li>• Community Support Services</li> <li>• Funeral Home; Mortuary</li> <li>• Religious Institution</li> <li>• Doggie Day Care; spa</li> <li>• Sidewalk Café; Outdoor Dining</li> <li>• Farmers' Market</li> <li>• Mobile Vending</li> <li>• Veterinarian / Animal Clinic</li> <li>• Custom Manufacturing</li> <li>• Parking Lot</li> <li>• Public Utility Facility</li> <li>• Indoor Shooting Range</li> </ul>	<b>Conditional Uses:</b> <ul style="list-style-type: none"> <li>• All uses listed under Type 1 Commercial as a Conditional use</li> <li>• Community Support Services</li> <li>• Doggie Day Care / Spa</li> <li>• Produce Stand</li> <li>• Amphitheater</li> <li>• Armory</li> <li>• Manufactured / Modular Home Sales</li> <li>• Pawn Shop</li> <li>• Veterinarian / Animal Clinic</li> <li>• Research Facility</li> <li>• Science Laboratory</li> <li>• Custom Manufacturing</li> <li>• High Technology Industry</li> <li>• Microbrewery</li> <li>• Agricultural Processing</li> <li>• Manufacturing; Processing</li> <li>• Meat Processing</li> <li>• Public Utility Facility</li> <li>• Indoor Shooting Range</li> </ul>	<b>Conditional Uses:</b> <ul style="list-style-type: none"> <li>• Farmers' Market</li> <li>• Mobile Vending</li> <li>• Portable Storage Unit</li> <li>• Public Utility Facility</li> <li>• Adult Day Care Services; Adult Day Care Facilities</li> <li>• Child Day Care Facilities</li> <li>• Community Support Facility</li> <li>• Funeral Home; Mortuary</li> <li>• Religious Institution</li> <li>• Sidewalk Café / Outdoor Dining</li> <li>• Farmers' Market</li> <li>• Mobile Vending</li> </ul>	
<b>District Definitions (Provided for reference only):</b>			
<b>Highway Commercial (HC):</b> The intent of the HC District is to provide compatible locations to serve the automobile oriented commercial activities in harmony with major highway developments, reduce traffic congestions, and to enhance the aesthetic atmosphere of the City.			
<b>Light Industrial (LI):</b> The intent of the LI District is to provide areas for light industrial uses, such as manufacturing, processing, repairing of goods, wholesaling, storage, packaging, distribution and retailing while ensuring adjacent and nearby properties are not adversely impacted.			

<p><b>Neighborhood Commercial (NC):</b> The NC District is intended to provide small-scale retail and service uses for nearby residential areas. Dimensional requirements and design standards of the NC district are intended to promote compatibility to surrounding residential areas and accommodate pedestrian use and access. Strip commercial development, designed primarily to accommodate vehicular access and parking, and development that is insensitive or incompatible with the scale and character of the surrounding residential areas, is discouraged in this district.</p>
<p><b>Conservation Preservation (CP):</b> The intent of the CP District is to provide needed open space for general outdoor and indoor recreational uses, and to protect environmentally sensitive areas and flood prone areas from the encroachment of any residential, commercial, industrial, or other uses capable of adversely affecting the relatively undeveloped character of the district.</p>
<p><b>Conditional Uses specified in this Table:</b> Uses identified as a “conditional” use in this Table shall comply with specific use regulations contained within Article 5 of the City of Conway Unified Development Ordinance identified for such use.</p>
<p><b>Tract K:</b> All uses proposed for Tract K that are deemed recreational (i.e. park facilities/structures, trails, activity courts, etc. shall be shown on the Master Site Plan.</p>

- (2) Additional Commercial Uses: Prior to the completion of the Project, and the sale of all homes from the Developer to third party purchasers, the Developer may operate a commercial sales center and a design center, as a freestanding structure, within any model home, or as a part of any Amenity buildings within the PD District, which uses shall be in addition to the commercial uses set forth in **Table 3** above, provided however, that Tract K shall be specifically excluded from such uses at any time.
- (3) Single Family: Fee simple Detached Single-Family, fee simple Attached Single-Family subdivided, and Attached Single-Family in common.
- (4) Multi-Family: Multi-Family homes shall not exceed 4 stories.
- (5) Amenity and Recreational Areas. Commons areas, common elements, clubhouses, pools, public restrooms, picnic shelters, barbeque/fire pits, multi-purpose paths, jogging trails, recreation fields, sports courts and open spaces.
- (6) Decks and Promenades. Decks, docks, gazebos, bridges and elevated walkways, fountains and other water features may be incorporated within any stormwater lake or pond within the PD.
- (7) Temporary Uses. Temporary uses, if any, shall be approved by the City, in accordance with the City’s then current UDO.

## SECTION 7: ADDITIONAL REQUIREMENTS THROUGHOUT THE PD DISTRICT

- A. **Tree Preservation.** All of the Subject Parcels shall comply with the City of Conway's Tree Preservation Ordinance that is in effect at the time of ~~the PD is approved~~ of plan submittal. No protected trees, as defined under the City's Tree Preservation Ordinance shall be removed without a Protected Tree Permit and the submission of a tree survey. Tree surveys indicating the location of all protected trees under the City's Tree Preservation Ordinance shall be submitted for each Tract or parcel within the PD at the time of plan submittal, and prior to the approval of any land disturbance, clearing, grading, confirming that development will not occur without verification by the City's staff that no protected trees will be removed without proper permitting and mitigation. **Any protected trees proposed for removal, shall be approved for such removals, by the City Arborist prior to removal, in accordance with the City's Tree Preservation Ordinance that is in effect at the time such removals are requested, with mitigation of trees that are removed to be required.**
- B. **Development Activity, Clearing and Grading.** The Subject Parcels which are the subject of the PD, are primarily undeveloped. Clearing and Grading of the PD will require both removal of inferior materials, and replacement with structurally sound materials, in addition to providing for storm water and erosion control measures over the Subject Parcels, in accordance with the requirements of the Stormwater Management and Sediment Control Ordinance for the City of Conway, South Carolina; **that which is in effect at the time of plan submittal.** ~~Ordinance #2015-05-04(C). In addition, any protected trees are proposed for removal, shall be approved for mitigation by the City Arborist, in accordance with the City's Tree Preservation Ordinance, Chapter 4, Conway South Carolina Code of Ordinances.~~
- C. **Temporary Storm Drainage Maintenance.** Developer will provide temporary storm drainage measures, which incorporate storm drainage facilities located on the Subject Parcels to the reasonable satisfaction of the Public Works Director for the City, such that prior to commencement of Development Activities, the Subject Parcels shall continue to maintain the existing storm drainage facilities until the storm drainage facilities which are a part of the Development Activities for each respective Phase of the PD are complete, and the same are dedicated to the City.
- D. **Signage.** Signage within the PD District shall comply with **the requirements for signage,** ~~Article~~ ~~H~~ per the City's UDO, as in effect at the time a permit is requested for a sign, provided, however, that, to the extent any of the Subject Parcels designated as Commercial 1, Commercial 2 or Commercial 3, includes more than One (1) business, a sign easement may be created and reserved by the owner of the respective parcel, for the installation of a multi-tenant pylon sign at the road frontage of such respective parcel.



E. **Parking.** Parking with the PD District shall comply with the City's UDO, and the following additional provisions:

- (i) Unless otherwise specified within this PD, on-street parking shall be prohibited in public rights-of-way.
- (ii) All uses specified in the Use Tables within this PD shall comply with the minimum off-street parking requirements for such proposed in accordance with the City's UDO **that is in effect at the time of plan and/or permit submittal.**

F. **Buffers.** Applicable buffers, including wetland buffers, perimeter buffers and buffers separating specific uses shall be noted on the **Buffer Plan** (see **Appendix B, Exhibit 3**).

- (i) Perimeter buffer of the PD shall be not less than 25'.
- (ii) Landscape buffers within the PD shall be not less than 10'.
- (iii) Wetland buffers within the PD shall be not less than 30'.
- (iv) Buffer between single-family detached and single-family attached shall be not less than 20'.
- (v) Buffers between single-family attached and multi-family shall be not less than 50'.
- (vi) Buffers between residential and commercial **uses/tracts** shall be not less than 50'.  
~~Such buffers being set noted on the Buffer Plan submitted as part of the PD.~~
- (vii) **Perimeter buffers between multifamily tracts and exterior parcels outside the project area which contain existing residential uses shall not be less than 100'.**
- (viii) **Landscape buffers to prevent double frontage of lots are required.**

G. **\*Utilities.**

- (i) Electric services to be provided by Horry County and/or Santee Cooper.
- (ii) Water services to be provided by Bucksport Water System.
- (iii) Sewer services to be provided by Bucksport Water System and Grand Strand Water & Sewer Authority.
- (iv) Telecommunication/Cable Service. Telecommunication and cable services to be provided by Horry Telephone Cooperative and Spectrum Service to be extended as needed in order to serve each of the Subject Parcels.
- (v) Developer has, and will continue to reserve One (1) booster pump site for sewer for the benefit of Bucksport Water System and/or Grand Strand Water & Sewer Authority, as shown on the Master Site Plan.
- (vi) Developer has, and will continue to reserve One (1) substation site for electrical service for the benefit of Horry Electric Cooperative, as shown on the Master Site Plan.

*\*All utilities to be placed underground.*

- H. **Other Services.** Residents and businesses within the PD will be served by Horry County Schools, Conway Police, Conway ~~and/or Horry County~~ Fire and EMS, Conway Parks and Recreation.
- I. **Governing Documents.** To the extent the provisions of the approved PD could be read so as to conflict with the City's UDO, and the other ordinances of the City, the PD shall be deemed to govern, as an approved, intended departure, written into this PD District Ordinance, amending the standards otherwise applicable to the Subject Parcels under the City's UDO and other ordinances.
- J. **Design Standards.** ~~The City of Conway's Residential~~ design standards shall be applicable to all structures, ~~single family detached, single family attached or multi family,~~ and shall be determined at the time of ~~plan and/or~~ permit submittal, based on the then current design standards ~~in effect at that time.~~
- K. **Other Structures and / or Uses.** Unless otherwise specified in this document, all other uses and/or structures shall comply with the standards within the City of Conway Unified Development Ordinance (UDO), as well as all other City Ordinances, that are in effect at the time of application.
- L. **Stormwater.** All stormwater for the entire project area shall be designed to meet or exceed the City of Conway Stormwater Ordinance in effect at the time of plan submittal(s).
- M. **Flood Damage Prevention Ordinance.** The PD (entire project area) shall be and remain in compliance with the City's Flood Damage Prevention Ordinance, that which is in effect at the time of plan submittal, and shall not be exempt from the ordinance.
- N. **Design Modifications.** Certain modifications of the City's design standards set forth in the City's UDO shall be allowed within the PD, as set forth in ~~the~~ **Table 4 on the following page** ~~below.~~

**TABLE 4.**  
**DESIGN MODIFICATIONS APPROVED AS A PART OF PD**

Mod. #	Description	Section
1	Kinlaw Lane shall be utilized as a public access based upon the proposed improvements depicted on the construction plans for Horry County Dirt Road Improvements. <b>Make sure you insert the road design in the appendices. Please specify how access to Kinlaw Lane from Tract I will be accomplished.</b>	Complete Streets
2	Roadways internal to the community shall utilize the equivalent roadway cross sectional widths specified within <b>Appendix B, Exhibit VII – Traffic Hierarchy Plan</b> , for the lane, shoulder, planting strip and sidewalk/multi-use trail widths and frequencies.	Access & Circulation
3	Buffers, street tree plantings and sidewalks shall not be required along the following sections of roadways: <b>(provide exhibit(s) showing what is proposed)</b> (a) Along the improved local road commonly known as Blaze Trail adjacent to PIN 380-00-00-0039 (b) Along the existing driveway access commonly known as Wayna Marie Lane (c) Along the existing portions of Kinlaw Lane until the full landscape buffer width is permissible within the PD.	Buffer Requirements; Landscaping Requirements; Road Design Standards
4	Spine roads shall be considered upon installation for utilization towards the multiple points of access for the proposed tracts until such time as the requirements within the PD for secondary connection of the Spine Road are required; <b>except where such access is inconsistent with the Fire Code for the City of Conway. You will need to submit an exhibit showing staff what is proposed here.</b>	Access & Circulation
5	Temporary considerations of block length shall be allowed if future Spine Road installation provides future connection point to adhere to the minimum requirements within the City's UDO. <b>Please include an exhibit showing where these block lengths will be located.</b>	Access & Circulation
6	Maximum number of unit's access from single road access internal to the parcels shall be increased to 50 units where future Spine Road extensions shall provide the minimum requirements specified within the City's UDO; <b>except where such access is inconsistent with applicable Fire Code. You will need to submit an exhibit showing staff what is proposed here.</b>	Fire Code
7	Maximum number of units off a single access at full buildout within Parcel E and Parcel J shall be increased to 50 units; <b>except where such access is inconsistent with applicable Fire Code. You will need to submit an exhibit showing staff what is proposed here.</b>	Fire Code
8	Should Parcel H be developed prior to Parcel G, the number of units off a single point of access shall be waived so long as the future roadway connection to Parcel G is provided; <b>except where such access is inconsistent with applicable Fire Code. You will need to submit an exhibit showing staff what is proposed here.</b>	Fire Code
9	Each lot shall front on a public street. In Parcels developed as Attached Single Family, variable width utility and access easements shall be allowable for access to the units. <b>This cannot be permitted, as the city does not permit easements or private roads to access lots.</b>	Design Standards; Dimensional Requirements; Access & Circulation
10	Sidewalk installation along roadways to be installed on each street based on criteria designated in the cross-walk sections depicted in <b>Appendix B, Exhibit VII – Traffic Hierarchy Plan.</b>	Access & Circulation; Complete Streets

## SECTION 8: RESIDENTIAL REGULATIONS

- A. **Geographic Description.** The residential regulations applicable to the single-family homes portions of the Project shall be included in a set of restrictive covenants, either applicable to all residential neighborhoods as a master declaration, or applicable to each neighborhood individually, or both.
- B. **Public Purpose.** The public purpose of the Residential Regulations is to establish and thereafter maintain for its residents, tenants and visitors a sense of community through the design of exterior spaces and buildings at a human scale with appropriate architectural transitions. The sense of community will be further enhanced by the utilization of generous vegetation in and around the residential portion of the Project.
- C. **Residential Design Standards.** All residential development within the PD shall comply with the City's Residential Design Standards, **per the UDO**, in effect at the time of plan and/or permit submittal.

## SECTION 9: COMMERCIAL REGULATIONS

- A. **Geographic Description.** The commercial regulations applicable to the Commercial portions of the Project, shall be included in a set of restrictive covenants, either applicable to all commercial areas as a master declaration, or applicable to the commercial area.
- B. **Public Purpose.** The public purpose of the Commercial Regulations is to establish and thereafter maintain for its residents, tenants and visitors a sense of community through the design of exterior spaces and buildings at a human scale with appropriate architectural transitions. The sense of community will be further enhanced by the utilization of generous vegetation in and around the residential portion of the Project.
- C. **Commercial Design Standards.** All commercial development within the PD shall comply with the City's Non-Residential Design Standards in effect at the time of plan and/or permit submittal, and, where applicable, the Gateway Corridor Overlay (GCO), **in accordance with the City's UDO**.

## SECTION 10: MAINTENANCE AND CONTROL

Roadways within the PD are public roadways unless specifically indicated on the Master Site Plan. It will be the responsibility of the Developer to maintain or provide for the maintenance of the Subject Parcels within the PD, including ~~any private roadways~~, pathways and driveways. The Developer's maintenance responsibilities and restrictions will cover the ~~private~~ rights-of-way, driveways, landscape areas, trees, parking areas, pathways, walkways, open space, common areas, stormwater conveyance and

retention facilities, buildings and other features of the development as appropriate under this Document, applicable City UDO provisions and other ordinances. Upon execution and recording of the declarations of conditions, covenants and restrictions, which must occur prior to the conveyance of any single-family residential lot to a third-party buyer, the foregoing responsibilities shall be assumed by the applicable POA. In addition to the standards set forth within the PD, the CCRs will establish additional requirements for landscaping, particularly foundation landscaping and layering, signage and materials for single family residences.

## **SECTION 11: CONSTRUCTION SCHEDULE**

Construction will begin following receipt of permits from the City 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 PD District is subject to then current market demands, the Developer anticipates a period of approximately Eighteen (18) months from approval of the PD for design and permitting, and an additional period of Twelve (12) months from the issuance of permits for the installation of initial required infrastructure. Developer estimates that approximately One-Fifth of the Project would be complete within Five (5) years of approval of the PD District, with an additional One-Fifth of the Project being completed in each of the subsequent Five (5) year periods. Notwithstanding the fluid nature of development, and that various Phases of the PD District may be developed in non-numerical order, the number of building permits issued for single family residential units, including both attached and detached homes, and multifamily residential units shall not exceed Three Thousand Three Hundred Eighteen (3,318) total units.

## **SECTION 12: AMENDMENTS AND ENFORCEMENT**

For purposes of this Ordinance, amendments to the PD District shall be determined as Minor or Major, by the Planning Director for the City.

Notwithstanding the classification of amendments to the PD District, revisions to the approved Master Site Plan made during the preparation of construction design documents to account for topography, soil quality, trees, grading, minor adjustments to roadway alignment, and changes to the location of lot lines, provided such revisions do not increase the maximum allowable density of the PD District, shall be deemed Minor amendments to the PD District, subject to the review of the City's Planning Director.

The Developer shall record the approved ordinance in the public records of Horry County and return two (2) time-stamped copies to the City.

Expansions and further amendments to this PD District shall not be permitted without review by the Planning Director and approval as prescribed by the City's UDO.

## **APPENDIX A**

### **Master Site Plan**



## **APPENDIX B**

Additional PD Documentation (*i.e.* PD Exhibits)

## APPENDIX C

City Recreational Exhibit (Tract K improvements)

## **APPENDIX D:**

Project Traffic Report (Traffic Impact Study)

## **APPENDIX E:**

### Threatened and Endangered Species

## **APPENDIX F:**

Wetland **Delineation** / Letters for Subject Tracts

## **APPENDIX G:**

Design Modifications Approved as part of PD



NOTES:  
1) PIN NO. (PARENT TRACT): 403-00-00-0002  
2) ACCORDING TO FLUAM MAP NO. 40001C, PANELS 536K, 537K, 538K, AND 539K, REVISED 12/16/2021, IT IS MY OPINION THAT THE PROPERTY SHOWN ON THIS PLAT IS LOCATED IN FLOOD HAZARD ZONES X AND AE (SHADED)  
3) ALL BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83)  
4) THIS SURVEY IS VALID ONLY IF THE PRINT OF SAME HAS THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE LAND SURVEYOR.  
5) A TITLE SEARCH HAS NOT BEEN PERFORMED BY G3 ENGINEERING & SURVEYING, LLC AT THE TIME OF THIS SURVEY.  
6) THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.  
7) LAST PROPERTY TRANSFER: D.B. 3062 PG. 1157  
8) SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AN ELEMENT OF THIS SURVEY. NO STATEMENT IS MADE REGARDING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTINGENCIES THAT MAY AFFECT THE USE OF THIS PROPERTY.  
9) THERE ARE NO HORIZONTAL CONTROL MONUMENTS ON THE UNITED STATES FOR STATE MENSURE SURVEY SYSTEMS LOCATED WITHIN 2000 FEET OF THE SUBJECT PROPERTY.  
10) CURRENT OWNER: LANDBANK FUND XIV C/O SUGGS & COMPANY, P.A.  
109 SOUTH FRANKLIN ST.  
WHITEVILLE, NC 29527  
12) CURRENT ZONING PLANNED DEVELOPMENT DISTRICT (PDD) PER Horry County Ordinance 154-02  
13) BUILDING SETBACKS: REQUIRED: 25' ACTUAL: 27'  
20' FRONT  
10' SIDE  
20' REAR  
MINIMUM SEPARATION OF STRUCTURES: 20' ACTUAL: 27'  
MAXIMUM BUILDING HEIGHT: 75' ACTUAL: 40.5'  
14) ZONING AND SITE REQUIREMENTS SUMMARY BY THE PLANNING & ZONING RESOURCE COMPANY DATED 11/11/2021 REVISED 1/20/2022, FOR SITE #151688-1  
15) WETLAND PERMIT NO. SAC-2018-00384  
16) PARKING SPACES REQUIRED: 406 ACTUAL: 411  
STANDARD PARKING: 330  
HANDICAP COMPLIANT: 26  
GARAGE PARKING: 46  
17) PROPERTY ADDRESS: 101 GRAND BANANA DRIVE  
MYRTLE BEACH, SC  
18) NO PARTY OR COMMON WALLS WERE OBSERVED ALONG THE PROPERTY LINES.  
19) NO OBSERVED EVIDENCE OF RECENT EARTH MOVING OR CONSTRUCTION.  
20) NO OBSERVED OR PROPOSED CHANGES WITHIN THE STREET RIGHTS-OF-WAY.  
21) NO ENCROACHMENT OR PROJECTIONS WERE OBSERVED.  
22) THE PROPERTY HAS ACCESS TO POPPARDWOOD DRIVE (66' PUBLIC R/W).  
23) THE PROPERTY SHOWN HEREON IS THE SAME PROPERTY AS DESCRIBED IN THE CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 2604.05.

LEGEND  
● IRON PIPE (FOUND)  
○ PK NAIL (SET)  
○ IRON REBAR (SET)  
⊗ IRRIGATION CONTROL VALVE  
⊗ ELECTRIC BOX  
○ LIGHT POLE  
⊗ GRATE INLET  
○ POWER POLE  
□ TELEPHONE BOX  
■ ELECTRIC METER

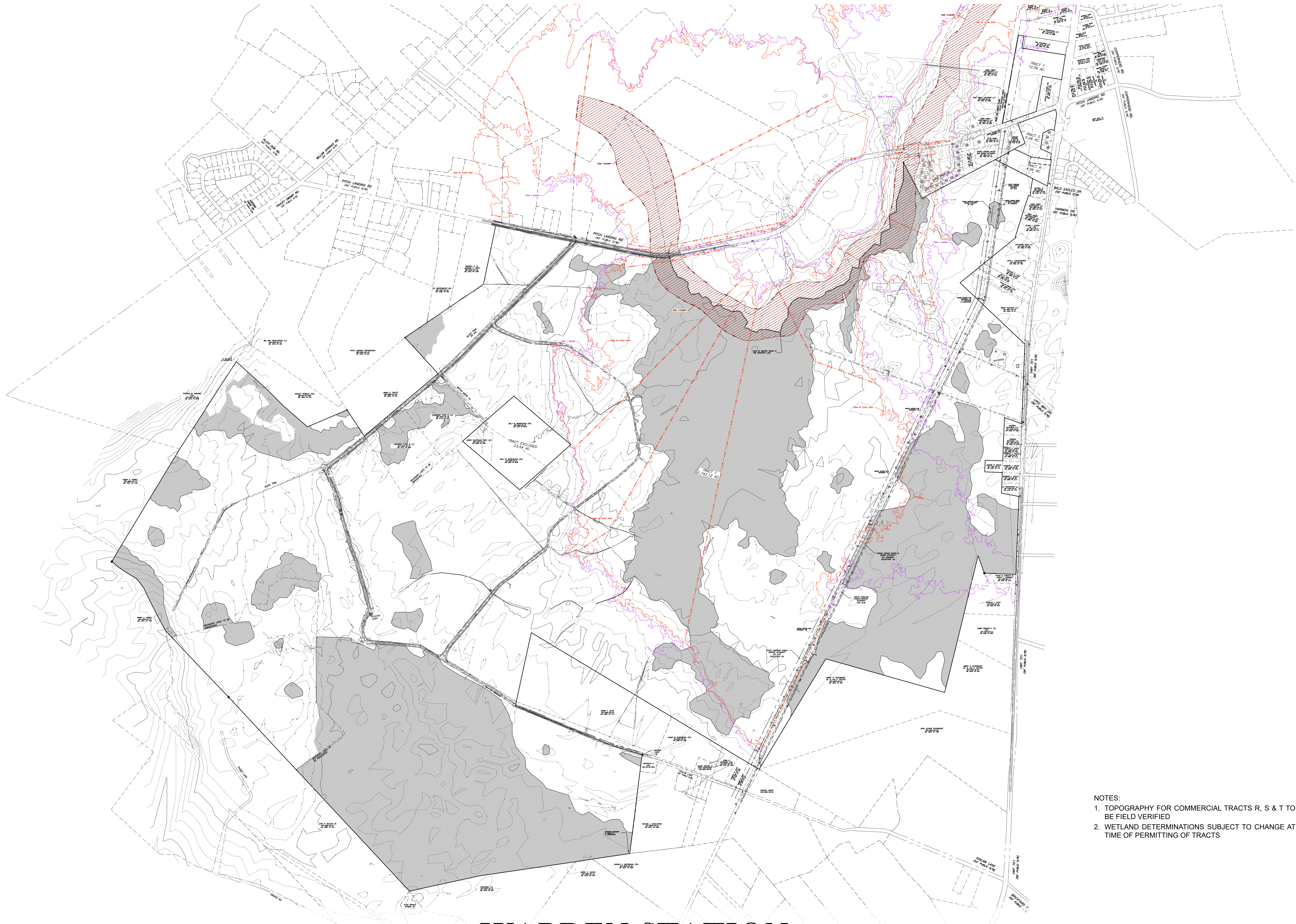
REFERENCES:  
1) P.B. 289 PG. 207  
2) P.B. 289 PG. 149  
3) P.B. 266 PG. 6  
4) P.B. 201 PG. 201  
5) P.B. 232 PG. 71  
6) P.B. 214 PG. 96  
7) P.B. 211 PG. 99  
8) P.B. 213 PG. 5  
9) P.B. 205 PG. 66  
10) P.B. 184 PG. 30  
11) P.B. 176 PG. 9  
12) P.B. 175 PG. 141  
13) P.B. 173 PG. 209  
14) P.B. 166 PG. 92  
15) P.B. 159 PG. 266  
16) P.B. 154 PG. 1  
17) P.B. 149 PG. 137  
18) P.B. 131 PG. 38  
19) P.B. 122 PG. 233  
20) P.B. 123 PG. 229  
21) P.B. 118 PG. 234  
22) P.B. 117 PG. 234  
23) P.B. 116 PG. 119  
24) P.B. 107 PG. 214  
25) P.B. 97 PG. 214

CURVE TABLE					
CURVE	RADIUS	ARC	CHORD	BEARING	DELTA ANGLE
C8	1465.20'	386.04'	384.92'	N 80°20'48" E	015° 05' 45"
C9	5765.25'	112.51'	112.50'	S 10°38'58" E	001° 07' 05"

LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 06°27'17" E	25.17'	L89	N 44°48'58" E	84.27'
L13	N 50°20'35" W	126.41'	L70	N 05°10'37" E	41.29'
L14	N 57°14'40" W	52.61'	L71	N 58°30'33" E	97.57'
L15	N 71°52'28" W	235.53'	L72	N 42°21'55" E	74.27'
L16	N 61°16'11" W	66.35'	L73	N 59°58'31" E	110.57'
L17	N 65°58'40" W	95.84'	L74	N 30°08'12" E	115.67'
L18	N 68°17'56" W	21.87'	L75	N 09°28'18" W	60.64'
L19	N 16°48'53" E	180.48'	L76	N 06°38'09" E	110.62'
L20	S 47°00'39" E	443.60'	L77	N 89°50'59" E	83.86'
L21	N 42°22'39" E	380.02'	L78	N 05°01'10" W	145.08'
L22	N 42°21'02" E	598.84'	L79	N 31°40'09" E	140.03'
L23	N 87°51'40" E	53.73'	L80	N 32°03'05" E	104.02'
L24	N 87°51'40" E	973.79'	L81	S 85°55'11" E	81.16'
L25	S 18°47'34" E	36.74'	L82	N 08°14'58" W	183.57'
L26	S 31°21'54" E	87.61'	L83	N 51°14'25" E	140.78'
L27	S 37°42'52" E	48.80'	L84	N 17°11'03" W	187.94'
L28	S 24°55'32" E	30.00'	L85	N 47°03'24" E	114.09'
L29	S 57°20'10" E	55.99'	L86	N 12°21'57" W	151.50'
L30	S 30°29'20" E	59.30'	L87	N 05°17'56" E	302.25'
L31	N 89°31'12" E	86.07'	L88	N 13°19'25" W	260.15'
L32	S 54°54'10" E	46.19'	L89	N 48°51'19" E	125.77'
L33	S 78°10'08" E	120.19'	L90	N 47°12'43" E	148.81'
L34	S 39°14'54" E	25.40'	L91	S 04°56'27" E	249.16'
L35	S 04°24'40" W	40.21'	L92	N 88°04'08" W	21.53'
L36	S 33°39'36" E	94.00'	L93	S 04°53'28" W	247.72'
L37	S 59°49'18" E	40.29'	L94	S 04°08'28" W	96.43'
L38	N 67°11'04" E	104.14'	L95	S 77°28'53" E	11.89'
L39	S 51°07'18" E	86.29'	L96	S 37°18'14" W	189.88'
L40	N 33°44'53" E	30.29'	L97	S 37°32'18" W	302.05'
L41	S 88°18'05" E	42.79'	L98	S 37°27'12" W	204.09'
L42	S 55°56'53" E	76.59'	L99	S 37°26'53" W	103.07'
L43	S 24°37'05" E	53.30'	L100	S 38°03'44" W	27.17'
L44	S 71°41'57" E	38.79'	L101	S 37°32'02" W	199.89'
L45	N 55°54'47" E	63.98'	L102	S 60°06'54" E	287.00'
L46	N 85°03'35" E	46.38'	L103	N 83°38'37" W	261.62'
L47	S 38°52'45" E	43.00'	L104	S 78°37'39" W	251.02'
L48	S 87°39'01" E	72.98'	L105	S 11°14'31" E	166.00'
L49	S 78°59'23" E	68.88'	L106	N 78°37'39" E	250.00'
L50	N 69°42'25" E	96.26'	L107	S 11°17'06" E	294.66'
L51	S 75°06'15" E	45.99'	L108	N 87°11'55" E	252.60'
L52	S 40°28'33" E	54.30'	L109	S 12°55'54" E	39.59'
L53	S 50°29'17" E	139.26'	L110	S 78°42'57" W	148.49'
L54	S 18°55'47" W	80.72'	L111	N 33°21'54" W	264.04'
L55	S 47°50'35" E	27.35'	L112	N 35°04'34" E	391.70'
L56	N 74°44'33" E	34.09'	L113	S 86°26'47" E	446.99'
L57	S 65°40'59" E	57.64'	L114	S 35°02'49" E	50.08'
L58	S 86°50'49" E	81.42'	L115	S 35°28'50" W	531.38'
L59	N 21°54'51" E	42.99'	L116	S 03°46'22" W	276.32'
L60	N 71°49'59" E	97.57'	L117	N 04°39'43" W	84.79'
L61	N 88°11'31" E	211.88'	L118	N 79°07'35" W	169.67'
L62	N 02°10'49" E	129.34'	L119	N 47°20'58" E	111.26'
L63	N 28°31'17" E	116.17'	L120	N 85°31'06" E	65.71'
L64	N 11°16'35" W	134.88'	L121	N 28°03'53" W	66.05'
L65	N 21°16'29" E	115.28'	L122	S 48°42'19" W	25.59'
L66	N 43°40'33" E	100.97'	L123	S 83°39'26" W	12.48'
L67	N 83°12'39" E	210.84'	L124	N 04°11'02" W	5.12'
L68	N 67°45'35" E	93.96'			

NOTES:  
1. COMPILED BOUNDARIES UTILIZED FOR TRACTS R, S & T; BOUNDARY TO BE FIELD VERIFIED AT TRACT DEVELOPMENT



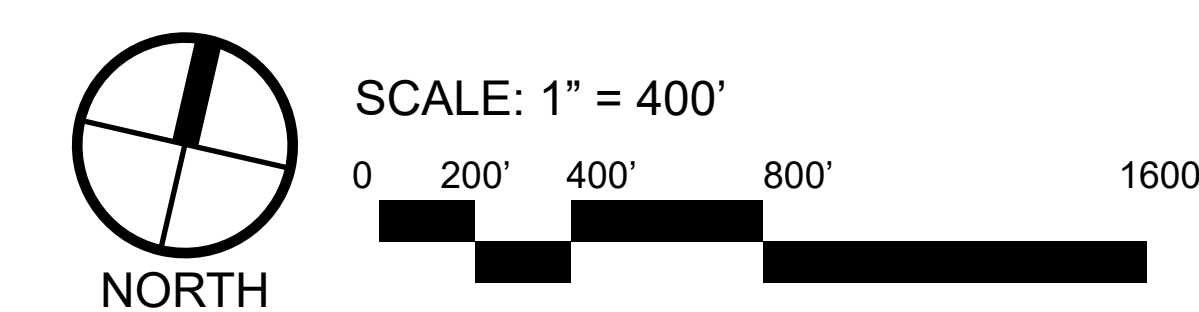


- NOTES:
1. TOPOGRAPHY FOR COMMERCIAL TRACTS R, S & T TO BE FIELD VERIFIED
  2. WETLAND DETERMINATIONS SUBJECT TO CHANGE AT TIME OF PERMITTING OF TRACTS

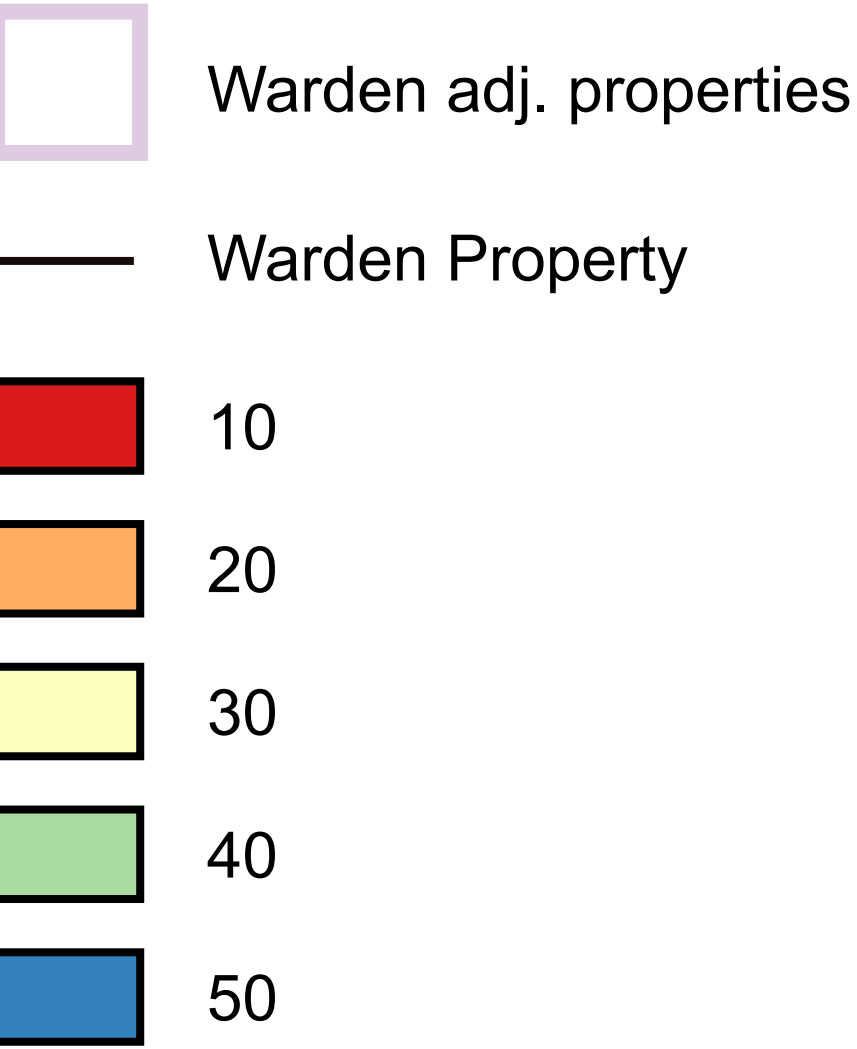
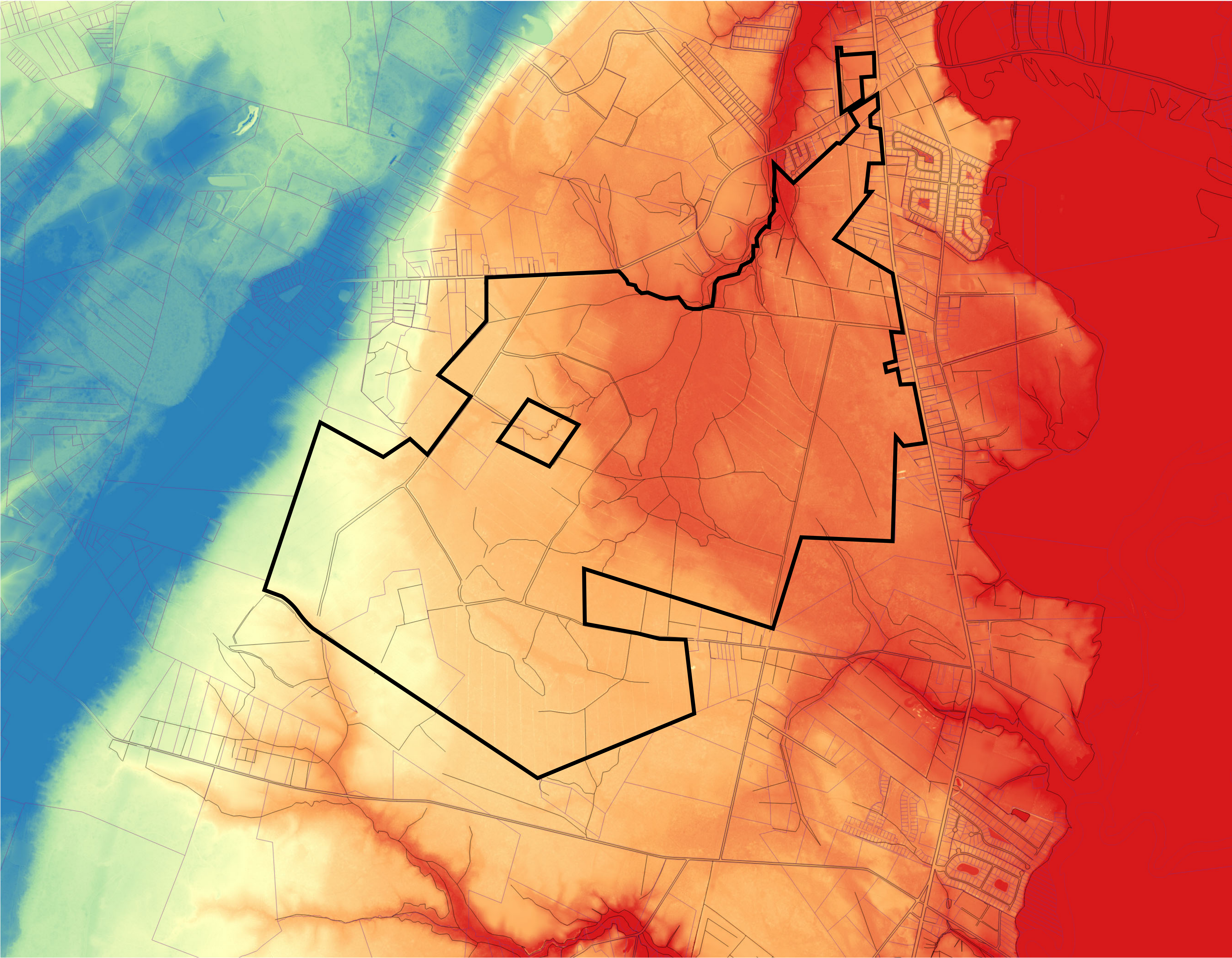
# WARDEN STATION

## EXHIBIT I-B

wetlands + topography

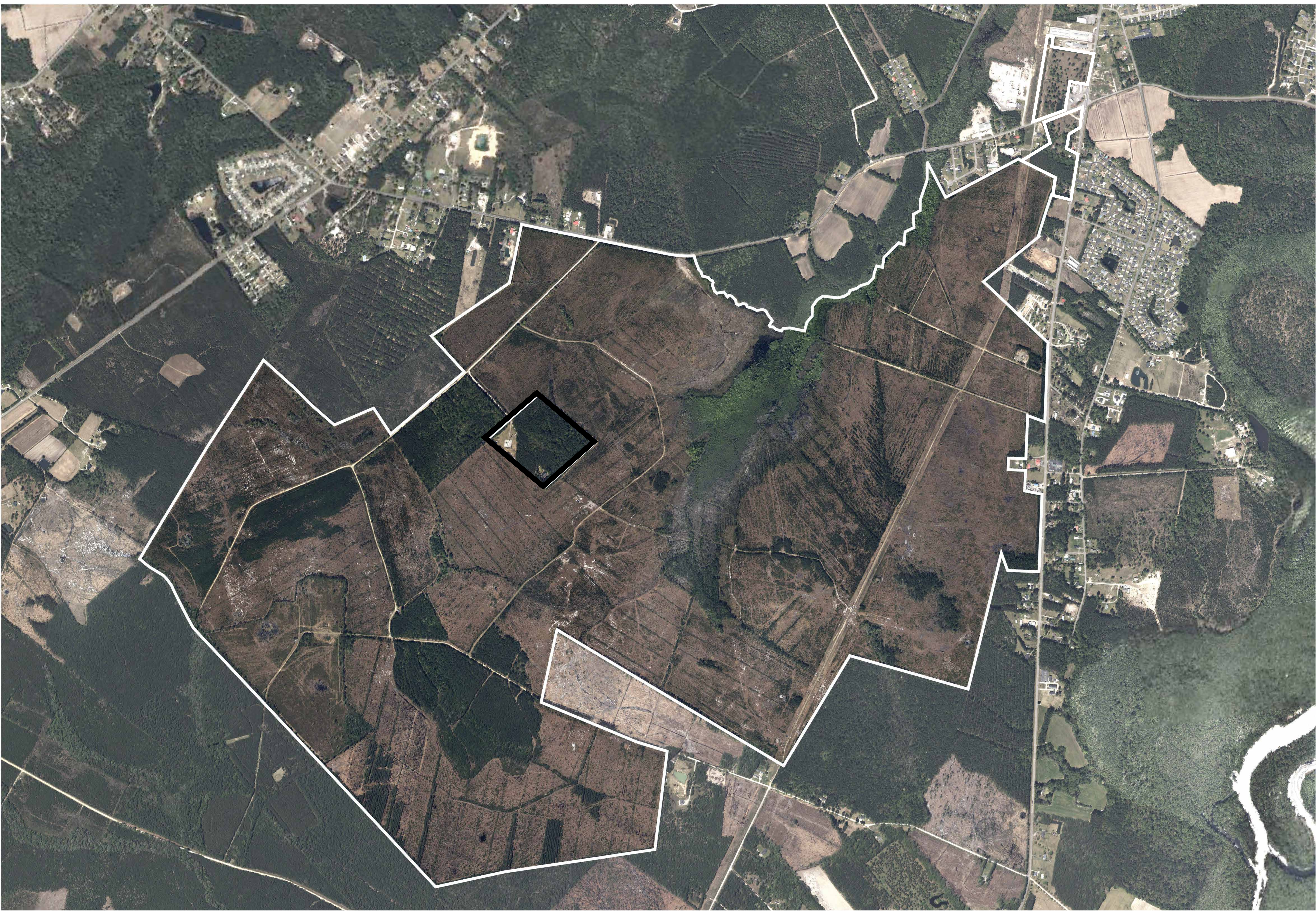






- NOTES:
1. DOMINANT WATERSHED BREAK ALONG WILLOW SPRINGS/PAWLEYS SWAMP RD INTERSECTION WITH PITCH LANDING.
  2. PITCH LANDING WEST OF SITE (NEAREST WILLOW SPRINGS INTERSECTION) PREDOMINANTLY TRAVELS EASTBOUND ALONG PITCH LANDING DITCH NETWORK BEFORE DISCHARGE INTO CENTRAL WETLANDS ON SITE.
  3. PITCH LANDING EAST OF SITE (NEAREST 701 INTERSECTION) PREDOMINANTLY TRAVELS WESTBOUND ALONG PITCH LANDING; PORTIONS OF 701 DRAINAGE NETWORK CONVERGE AT INTERSECTION WITH PITCH LANDING AND AND DISCHARGE UPSTREAM AND DOWNSTREAM OF THE BRIDGE AT PITCH LANDING ROAD.
  4. DOMINANT PORTION OF PD DISCHARGES INTO WETLANDS AND THROUGH BRIDGE UNDER PITCH LANDING ROAD.
  5. SOUTHWESTERN PORTION OF PD EXTENTS AND SURROUNDING TRACTS- TRAVEL SOUTH OF SITE TOWARDS DITCH NETWORKS SOUTH OF SITE BEFORE CROSSING HARPER ROAD- DITCH TRAVELS EAST THROUGH HALFWAY SWAMP UNDER REBA ROAD BETWEEN RHEUARK DRIVE AND MT. TRIUMPH LANE BEFORE CROSGING HWY. 701 S AND DISCHARGING INTO WACCAMAW RIVER.
  6. SOUTHEASTERN PORTION OF PD EXTENTS AND SURROUNDING TRACTS- TRAVELS SOUTHEAST TOWARDS DITCH NETWORKS SOUTH OF KINLAW LANE; DITCH TRAVELS EAST UNDER DENNIS LANE AND 701 BEFORE DISCHARGE INTO WACCAMAW RIVER.









	TRACT	ACREAGE	PERMITTED USES	UNITS/LOTS	DENSITY
					GROSS   NET
PHASE I	A	40.47	Single-Family attached; Multifamily	246	6.08   6.72
	B	10.72	Commercial - Type 3	-	-
	C	21.66	Single-Family attached; Multifamily	104	4.80   5.03
	D	56.84	Single Family deattached	135	2.38   2.42
	E	50.94	Single-Family attached; Multifamily	408	8.01   8.01
PHASE III	F	128.57	Single Family deattached	302	2.35   2.72
	G	178.76	Single Family deattached	341	1.91   2.58
	H	232.80	Single Family deattached	321	1.38   2.81
PHASE II	I	153.20	Single Family deattached	91	0.59   2.28
	J	88.02	Single Family deattached	190	2.16   2.48
	K	550.14	Master Open Space; City Recreation Acreage	-	-
	L	27.82	Multifamily	480	17.25   17.25
	M	34.81	Multifamily	440	12.64   14.82
	N	64.43	Single-Family attached; Multifamily	260	4.03   4.95
	O	23.47	Commercial - Type 2	-	-
	P	66.32	Commercial - Type 1	-	-
	Q	14.13	Commercial - Type 1	-	-
	R	4.30	Commercial - Type 1	-	-
	S	5.26	Commercial - Type 2	-	-
	T	12.56	Commercial - Type 1	-	-
Total Number of Dwelling Units					3318 units
NOTES:					

- DENSITY MAY BE SHIFTED BETWEEN RESIDENTIAL TRACTS/AREAS WITH LIKE USES (I.E. SINGLE-FAMILY TO SINGLE-FAMILY) MAY BE CONSIDERED A "MINOR" AMENDMENT TO THE PD, PROVIDED THAT THE OVERALL (TOTAL) DENSITY IS NOT INCREASED AND REMAINS CONSTANT.
- SINGLE-FAMILY ATTACHED/MULTIFAMILY TRACTS/AREAS MAY BE DEVELOPED IN-COMMON. DEVELOPMENT STANDARDS FOR IN-COMMON DEVELOPMENT MAY DIFFER FROM FEE-SIMPLE DEVELOPMENT.
- REFER TO TABLE 2 IN THE PD DOCUMENT FOR DIMENSIONAL STANDARDS.
- REFER TO THE PD DOCUMENT FOR PERMITTED USES FOR COMMERCIAL TYPE 1, COMMERCIAL TYPE 2, AND COMMERCIAL TYPE 3.
- TRACTS R, S, AND T EXCLUDED FROM PHASING DESIGNATIONS.
- SPINE ROADS SHALL BE CONSIDERED UPON INSTALLATION AS MULTIPLE POINTS OF ACCESS FOR THE PROPOSED TRACTS UNTIL SUCH TIME THE ALLOTTED REQUIREMENTS FOR SECONDARY ACCESSES REQUIRE THE INTERNAL SPINE ROAD CONNECTIONS.
- TEMPORARY CONSIDERATIONS FOR BLOCK LENGTH SHALL BE ALLOWABLE IF FUTURE SPINE ROAD INSTALLATION PROVIDES FUTURE CONNECTION POINTS TO ADHERE TO THE MINIMUM REQUIREMENTS WITHIN THE CITY OF CONWAY UNIFIED DEVELOPMENT ORDINANCE.
- MAXIMUM NUMBER OF UNITS ACCESSING FROM A SINGLE ROAD SHALL BE INCREASED TO 50 UNITS WHERE FUTURE SPINE ROAD EXTENSIONS SHALL PROVIDE THE MINIMUM REQUIREMENTS SET FORTH WITHIN THE CITY OF CONWAY UNIFIED DEVELOPMENT ORDINANCE.
- MAXIMUM NUMBER OF UNITS OFF A SINGLE ACCESS AT FULL BUILDOUT WITHIN TRACT E & J SHALL BE INCREASED TO 50 UNITS.
- TRACT H IF DEVELOPED PRIOR TO TRACT G, SHALL BE ALLOWED THE DEVELOPMENT SEQUENCE DEPICTED SO LONG AS TH FUTURE ROAD CONNECTION TO G IS PROVIDED.



- 20' SPINE ROAD BUFFER
- 100' RESIDENTIAL PD PERIMETER BUFFER
- 50' RESIDENTIAL PD PERIMETER BUFFER
- 25' COMMERCIAL PD PERIMETER BUFFER
- 8' COMMERCIAL STREETSCAPE BUFFER
- 20' LAND USE BUFFER (10' BUFFER PER TRACT) RESIDENTIAL TO RESIDENTIAL
- 50' LAND USE BUFFER (25' PER TRACT) COMMERCIAL TO RESIDENTIAL
- 10' LAND USE BUFFER (5' PER TRACT) COMMERCIAL TO COMMERCIAL

- NOTES:
- ALL BUFFERS
- BUILDING ENCROACHMENTS SHALL BE PROHIBITED WITHIN ALL BUFFERS
  - ADDITIONAL BUFFER WIDTH PROVIDED BEYOND REQUIRED SIZES SPECIFIED WITHIN THE PD MAY BE COUNTED TOWARDS MINIMUM OPEN SPACE PER TRACT
  - BICYCLE, PEDESTRIAN AND EQUESTRIAN TRAILS AND SIGNAGE SHALL BE PERMITTED WITHIN THE BUFFER BY NO MORE THAN 25% OF THE REQUIRED MINIMUM WIDTH; IF CONDITIONAL USE EXCEEDS THIS PERCENTAGE, THE BUFFER WIDTH SHALL BE WIDENED TO ACCOMMODATE THE DIFFERENCE
  - LANDSCAPE BUFFERS, WETLAND BUFFERS AND ANY SUPPLEMENTAL PLANTINGS SHALL BE REQUIRED AT TIME OF TRACT DEVELOPMENT

- SPINE ROAD BUFFER
- A 20 FT SPINE ROAD BUFFER SHALL BE PROVIDED ALONG THE PROPOSED SPINE ROADS DEPICTED ON EXHIBIT VII WITH EXCEPTION TO THE FOLLOWING CONDITIONS:
    - SHALL NOT BE REQUIRED ALONG PORTIONS OF SPINE ROAD ADJACENT TO MASTER OPEN SPACE
    - SHALL NOT BE REQUIRED AT WETLAND CROSSINGS OR INTERSECTIONS WITH WETLAND BUFFERS
    - PLANTINGS SHALL NOT BE REQUIRED WITHIN UTILITY RIGHT OF WAY OR WHEN ADJACENT TO COMBINED UTILITY EASEMENTS MORE THAN 50 FT IN WIDTH
    - IN INSTANCES WHERE PARCELS OR TRACTS ARE INTENDED TO BE DEVELOPED FOR PUBLIC SAFETY OR MUNICIPAL USES (INCLUDING BUT NOT LIMITED TO: FIRE, POLICE, OR EMS STATIONS, WATER, WASTEWATER OR UTILITY IMPROVEMENTS), THE BUFFER REQUIREMENTS SHALL BE WAIVED
  - SHALL MEET THE STANDARDS SET FORTH BY THE CITY OF CONWAYS UNIFIED DEVELOPMENT ORDINANCE FOR "STREET" DESIGNATION
  - STORMWATER FEATURES, UTILITIES AND DEVELOPMENT ENTRANCE RIGHT OF WAYS AND ACCESSES SHALL BE PERMITTED WITHIN THE BUFFER
  - SIGNAGE SHALL BE PERMITTED WITHIN THE SPINE ROAD BUFFER

- LAND USE BUFFERS:
- LANDSCAPE BUFFERS TO DISTINGUISH LAND USES INTERNAL TO THE PD SHALL BE INSTALLED AS SPECIFIED WITH EXCEPTION TO THE FOLLOWING CONDITIONS:
    - SHALL NOT BE REQUIRED WITHIN WETLANDS OR WETLAND BUFFERS
    - PLANTINGS SHALL NOT BE REQUIRED WITHIN UTILITY RIGHT OF WAY OR WHEN ADJACENT TO COMBINED UTILITY EASEMENTS MORE THAN 50 FT IN WIDTH
    - IN INSTANCES WHERE PARCELS OR TRACTS ARE INTENDED TO BE DEVELOPED FOR PUBLIC SAFETY OR MUNICIPAL USES (INCLUDING BUT NOT LIMITED TO: FIRE, POLICE, OR EMS STATIONS, WATER, WASTEWATER OR UTILITY IMPROVEMENTS), THE BUFFER REQUIREMENTS SHALL BE WAIVED IF IT IMPEDES THE ABILITY TO DEVELOP THE TRACT FOR THE INTENDED USE
    - AN UNDISTURBED, VEGETATED BUFFER MAY BE UTILIZED IN LIEU OF THE ABOVE LANDSCAPE RATE REQUIREMENTS PROVIDED THAT A TREE SURVEY IS SUPPLIED DEPICTING THAT THE UNDISTURBED BUFFER CONTAINS AT LEAST TEN (10) - FOUR INCH (4") CALIPER TREES OR GREATER, PER 100 LF OR THAT THE BUFFER MEETS THE MINIMUM RATE REQUIREMENTS AS DEFINED IN THE CITY OF CONWAYS UDO
  - LAND USE BUFFERS SHALL BE PLANTED ACCORDING TO THE FOLLOWING RATE ON EACH TRACT, BASED UPON THE CRITERIA SET FORTH IN THE CITY OF CONWAYS UNIFIED DEVELOPMENT ORDINANCE:
    - 10 FT. LAND USE BUFFER- 5 FT. BUFFER TO BE PROVIDED EACH SIDE AND PLANTED AT THE "TYPE A" LANDSCAPE RATE
    - 20 FT. LAND USE BUFFER- 10 FT. BUFFER TO BE PROVIDED EACH SIDE AND PLANTED AT THE "TYPE B" LANDSCAPE RATE
    - 50 FT. LAND USE BUFFER- 25 FT. BUFFER TO BE PROVIDED EACH SIDE AND PLANTED AT THE "TYPE B" LANDSCAPE RATE
    - WHERE LIGHT INDUSTRIAL USES ARE DEVELOPED NEXT TO RESIDENTIAL PROPERTIES, THE REQUIRED PLANTING RATE SHALL BE INCREASED BY ONE (1) LETTER (E.G. FROM "TYPE B" TO "TYPE C")
  - AN UNDISTURBED, VEGETATED BUFFER MAY BE UTILIZED IN LIEU OF THE ABOVE LANDSCAPE RATE REQUIREMENTS PROVIDED THAT A TREE SURVEY IS SUPPLIED DEPICTING THAT THE UNDISTURBED BUFFER CONTAINS AT LEAST TEN (10) - FOUR INCH (4") CALIPER TREES OR GREATER, PER 100 LF OR THAT THE BUFFER MEETS THE MINIMUM RATE REQUIREMENTS AS DEFINED IN THE CITY OF CONWAYS UDO
  - MIXED USE DESIGNATIONS SHALL BE CONSIDERED COMMERCIAL WHERE APPLICABLE
  - STORMWATER FEATURES AND UTILITIES SHALL BE PERMITTED WITHIN THE BUFFER
  - SHOULD LAND USE ON A TRACT CHANGE AFTER COMPLETION OF A CONTIGUOUS TRACT, THE PORTION OF BUFFER WITHIN THE LATER DEVELOPMENT SHALL ADHERE TO THE UPDATED BUFFER REQUIREMENT FOR THEIR HALF OF THE BUFFER
  - 20 FT. TRACT BUFFER SHALL BE PROVIDED ALONG THE EXISTING DRIVEWAY ACCESS TO REMAIN KNOWN AS WANYA MARIE LN.

- WETLAND BUFFER
- A 30 FT. NATURAL WETLAND BUFFER SHALL BE PROVIDED ALONG THE PERIMETER OF REMAINING WETLANDS ON SITE AT TRACT DEVELOPMENT.
    - SHALL NOT BE REQUIRED ALONG LOCATIONS OF PROPOSED WETLAND FILL FOR ROADS, UTILITIES OR PEDESTRIAN, BICYCLE AND EQUESTRIAN TRAIL CROSSINGS
    - SHALL NOT BE REQUIRED ALONG EXISTING ROADWAY AND DRIVEWAY SECTIONS TO REMAIN INTERNAL TO THE DEVELOPMENT
    - IN INSTANCES WHERE PARCELS OR TRACTS ARE INTENDED TO BE DEVELOPED FOR PUBLIC SAFETY OR MUNICIPAL USES (INCLUDING BUT NOT LIMITED TO: FIRE, POLICE, OR EMS STATIONS, WATER, WASTEWATER OR UTILITY IMPROVEMENTS), THE BUFFER REQUIREMENTS SHALL BE WAIVED IF IT IMPEDES THE ABILITY TO DEVELOP THE TRACT FOR THE INTENDED USE
    - SUPPLEMENTAL PLANTINGS SHALL NOT BE REQUIRED WITHIN UTILITY RIGHT OF WAY OR WHEN ADJACENT TO COMBINED UTILITY EASEMENTS MORE THAN 50 FT IN WIDTH
  - STORMWATER FEATURES, UTILITIES, AND UTILITIES SHALL BE PERMITTED WITHIN THE NATURAL BUFFER PROVIDED THE REMAINING NON-DISTURBED AREAS SHALL BE NATURALLY VEGETATED IF PROPOSED INFRASTRUCTURE ALLOWS

- PERIMETER STREETSCAPE BUFFERS
- 8 FT STREETSCAPE BUFFERS ALONG COMMERCIAL DEVELOPMENTS SHALL MEET THE DESIGN STANDARDS SET FORTH BY THE CITY OF CONWAYS UNIFIED DEVELOPMENT ORDINANCE FOR "STREET" DESIGNATION
  - A 100 FT STREETSCAPE BUFFER ALONG PITCH LANDING RESIDENTIAL DEVELOPMENTS SHALL MEET THE DESIGN STANDARDS SET FORTH BY THE CITY OF CONWAYS UNIFIED DEVELOPMENT ORDINANCE FOR "STREET" DESIGNATION, THE BUFFER WIDTH MAY BE REDUCED TO A MINIMUM OF 40 FT IF REMOVED PORTION IS UTILIZED FOR WIDENING OF THE EXISTING RIGHT OF WAY FOR TRAFFIC IMPROVEMENTS
  - PERIMETER STREETSCAPE BUFFER REQUIREMENTS MAY BE WAIVED IN INSTANCES WHERE PARCELS OR TRACTS ARE INTENDED TO BE DEVELOPED FOR PUBLIC SAFETY OR MUNICIPAL USES (INCLUDING BUT NOT LIMITED TO: FIRE, POLICE, OR EMS STATIONS, WATER, WASTEWATER OR UTILITY IMPROVEMENTS) IF IT IMPEDES THE ABILITY TO DEVELOP THE TRACT FOR THE INTENDED USE
  - SUPPLEMENTAL PLANTINGS SHALL NOT BE REQUIRED WITHIN UTILITY RIGHT OF WAY OR WHEN ADJACENT TO COMBINED UTILITY EASEMENTS MORE THAN 50 FT IN WIDTH
  - SIGNAGE SHALL BE PERMITTED WITHIN PERIMETER STREETSCAPE BUFFER

- PERIMETER PD BUFFERS
- ALL PERIMETER PD BUFFERS, UNLESS ADJACENT TO A STREET OR OTHERWISE NOTED BELOW, SHALL BE PLANTED ACCORDING TO THE "TYPE B" LANDSCAPE RATE AS LISTED IN THE CITY OF CONWAYS UDO
  - PERIMETER PD LANDSCAPE BUFFERS SHALL BE PLANTED ACCORDING TO THE FOLLOWING RATE ON EACH TRACT, BASED UPON THE CRITERIA SET FORTH IN THE CITY OF CONWAYS UNIFIED DEVELOPMENT ORDINANCE:
    - 100 FT. RESIDENTIAL PD PERIMETER BUFFER (FULL)- "TYPE B" LANDSCAPE RATE
    - 50 FT. RESIDENTIAL PD PERIMETER BUFFER- "TYPE B" LANDSCAPE RATE
    - 25 FT. COMMERCIAL PD PERIMETER BUFFER- "TYPE B" LANDSCAPE RATE
  - WHERE LIGHT INDUSTRIAL USES ARE DEVELOPED NEXT TO RESIDENTIAL PROPERTIES, THE REQUIRED PLANTING RATE SHALL BE INCREASED BY ONE (1) LETTER (E.G. FROM "TYPE B" TO "TYPE C")
  - AN UNDISTURBED, VEGETATED BUFFER MAY BE UTILIZED IN LIEU OF THE ABOVE LANDSCAPE RATE REQUIREMENTS PROVIDED THAT A TREE SURVEY IS SUPPLIED DEPICTING THAT THE UNDISTURBED BUFFER CONTAINS AT LEAST TEN (10) - FOUR INCH (4") CALIPER TREES OR GREATER, PER 100 LF OR THAT THE BUFFER MEETS THE MINIMUM RATE REQUIREMENTS AS DEFINED IN THE CITY OF CONWAYS UDO
  - PERIMETER PD BUFFER REQUIREMENTS MAY BE WAIVED IN INSTANCES WHERE PARCELS OR TRACTS ARE INTENDED TO BE DEVELOPED FOR PUBLIC SAFETY OR MUNICIPAL USES (INCLUDING BUT NOT LIMITED TO: FIRE, POLICE, OR EMS STATIONS, WATER, WASTEWATER OR UTILITY IMPROVEMENTS) IF IT IMPEDES THE ABILITY TO DEVELOP THE TRACT FOR THE INTENDED USE
  - 50' RESIDENTIAL PD PERIMETER BUFFER IS NOT REQUIRED ALONG THE IMPROVED LOCAL ROAD (KNOWN AS BLAZE TRAIL) ADJACENT TO PIN 380-00-00-0039 OR WHERE ADJACENT TO WETLANDS
  - SUPPLEMENTAL PLANTINGS WITHIN PERIMETER PD BUFFERS ARE NOT REQUIRED IN WETLANDS, THE EXISTING POWERLINE RIGHT OF WAY (OR UTILITY EASEMENTS MORE THAN 50 FT IN WIDTH), OR IN LOCATIONS WHERE BUFFER IS NOT ADJACENT TO DEVELOPED ACREAGE, SUCH AS UNDISTURBED UPLAND AREAS ISOLATED BY WETLANDS
  - WALLS AND FENCES, A MINIMUM OF 6 FEET IN HEIGHT (CONSTRUCTED OF MASONRY, STONE, PRESSURE TREATED LUMBER) MAY BE USED TO REDUCE THE REQUIRED WIDTH OF THE COMMERCIAL PD PERIMETER BUFFER UP TO 15 FT
  - THE 50' RESIDENTIAL PD PERIMETER BUFFER ALONG THE KINLAW LANE EXTENSION SHALL COMMENCE WHERE THE ENTIRE BUFFER WIDTH IS AVAILABLE INTERNAL TO THE PD EXTENTS





LEGEND		
SYMBOL	NOTES	ACRES
	Wetland	688.03
	Buffers	119.51
	Open Space Master	145.09
	Open Space Common	74.25
	Pond Master	52.70
	Pond Common	73.49
	Master Open Space Improvements 25 Parking Spaces 4 Pickleball Courts Playground	MIN. 2.0 AC

TRACT	TOTAL ACREAGE	WETLAND (W) UPLAND (U)	OPEN SPACE	POND	TOTAL OPEN SPACE (O.S. + 25% of pond) (excluding wetlands)	% OPEN SPACE
A	40.47 AC	3.89 AC (W) 36.58 AC (U)	2.75 AC	2.80 AC	3.45 AC	9.4%
B	10.72 AC	2.94 AC (W) 7.78 AC (U)	-	-	-	-
C	21.66 AC	1.01 AC (W) 20.65 AC (U)	6.50 AC	0.39 AC	6.60 AC	32.0%
D	56.84 AC	1.07 AC (W) 55.77 AC (U)	5.06 AC	7.28 AC	6.88 AC	12.3%
E	50.94 AC	0 (W) 50.94 AC (U)	5.69 AC	3.34 AC	6.53 AC	12.8%
F	128.57 AC	17.53 AC (W) 111.04 AC (U)	8.32 AC	11.83 AC	11.28 AC	10.1%
G	178.76 AC	46.79 AC (W) 131.97 AC (U)	17.34 AC	19.03 AC	22.09 AC	16.7%
H	232.80 AC	118.66 AC (W) 114.14 AC (U)	8.11 AC	5.79 AC	9.55 AC	8.4%
I	153.20 AC	113.33 AC (W) 39.87 AC (U)	3.65 AC	3.70 AC	4.57 AC	11.4%
J	88.02 AC	11.27 AC (W) 76.75 AC (U)	8.05 AC	5.13 AC	9.33 AC	12.1%
K	550.14 AC	320.13 AC (W) 230.01 AC (U)	139.66 AC	52.06 AC	152.67 AC	66.4%
L	27.82 AC	0 (W) 27.82 AC (U)	1.69 AC	1.84 AC	2.15 AC	7.7%
M	34.81 AC	5.13 AC (W) 29.68 AC (U)	7.70 AC	4.78 AC	8.90 AC	30.0%
N	64.43 AC	11.88 AC (W) 52.55 AC (U)	4.67 AC	5.10 AC	5.94 AC	11.3%
O	23.47 AC	0 (W) 23.47 AC (U)	-	-	-	-
P	66.32 AC	32.51 AC (W) 33.81 AC (U)	-	2.02 AC	-	-
Q	14.13 AC	1.89 AC (W) 12.24 AC (U)	-	1.12 AC	-	-
R	4.30 AC	0 (W) 4.30 AC (U)	-	-	-	-
S	5.26 AC	0 (W) 5.26 AC (U)	-	-	-	-
T	12.56 AC	0 (W) 12.56 AC (U)	-	-	-	-

- ANTICIPATED LOCATIONS FOR TRACTS TO BE UTILIZED FOR MUNICIPAL PURPOSES (INCLUDING BUT NOT LIMITED TO: FIRE, POLICE, OR EMS STATIONS, WATER, WASTEWATER OR UTILITY IMPROVEMENTS) AS DEPICTED IN TRACT K SHALL BE SUBDIVIDED AND PROVIDED THE NECESSARY ACCESS AND EASEMENTS TO THE PROPOSED ROADWAY WITHIN THE PD. SHOULD THE ANTICIPATED USE NO LONGER BE REQUIRED, THE TRACT(S) SHALL BE CONVEYED TO THE CITY OF CONWAY FOR INCLUSION WITHIN THE ANTICIPATED USES ON TRACT K. LOCATION AND SIZE SHOWN ARE CONCEPTUAL AND SUBJECT TO CHANGE.
  - NO MORE THAN 5% OF TRACT K SHALL BE UTILIZED FOR THIS PURPOSE; SHOULD THIS PERCENTAGE BE EXCEEDED, COMMENSURATE ACREAGE SHALL BE PROVIDED FROM CONTIGUOUS TRACTS UNTIL THE MINIMUM DESIGNATION IS MET.
- PROVIDED OPEN SPACE WITHIN RESIDENTIAL TRACTS SHALL MEET OR EXCEED A CUMULATIVE 5% OF THE DEVELOPABLE ACREAGE FOR PHASED DEVELOPMENT SEQUENCE.
- COMBINED MASTER AND COMMON OPEN SPACE AT FULL BUILDOUT SHALL MEET OR EXCEED 15% OF THE DEVELOPABLE ACREAGE.
- OPEN SPACE SHALL BE CONSIDERED PROPERTY THAT IS DEVELOPABLE AS RESIDENTIAL OR COMMERCIAL USE AND EXCLUDES WETLAND BUFFERS, EXTERIOR BUFFERS AND EXISTING UTILITY EASEMENTS UNLESS OTHERWISE SPECIFIED.
  - TWENTY-FIVE PERCENT (25%) OF POND ACREAGE CAN COUNT TOWARDS OPEN SPACE WITHIN THE TRACTS.
  - ACCEPTABLE OPEN SPACE SHALL MEET A MINIMUM OF 6,000 S.F. IN SIZE.
  - ADDITIONAL BUFFER WIDTHS BEYOND THE MINIMUM REQUIRED SIZES SPECIFIED HEREIN SHALL BE ALLOWABLE TOWARDS ACCEPTABLE OPEN SPACE.
  - LOW IMPACT TRAILS OR BOARDWALKS THROUGH WETLANDS, PASSIVE AREAS AND ALONG THE PROPOSED CONWAY PATH PLAN SHALL BE UTILIZED AS ACCEPTABLE OPEN SPACE BASED UPON THE CROSS SECTIONS PROVIDED IN THE CONWAY PATHWAYS AND TRAILS PLAN.
  - PROPOSED OPEN SPACE SHALL HAVE MINIMUM 20' ACCESS RIGHTS TO PROPOSED RIGHT OF WAYS AND OR DRIVEWAYS WITHIN THE TRACTS.
- ACCEPTABLE AMENITIES WITHIN OPEN SPACE ON RESIDENTIAL TRACTS SHALL ADHERE TO THE CRITERIA SET FORTH IN CITY OF CONWAY'S UNIFIED DEVELOPMENT ORDINANCE UNLESS OTHERWISE SPECIFIED WITHIN THE PD.
- SIDEWALK INSTALLATION BASED UPON THE CONWAY PATHWAYS AND TRAILS PLAN MAY BE UTILIZED TOWARDS ACCEPTABLE OPEN SPACE WHEN EXTERNAL TO THE PROPOSED SPINE ROADS; THE PROPOSED PATHWAYS PLAN MAY BE RELOCATED TO ALIGN WITH THE PROPOSED SPINE ROADS WITHIN THE COMMUNITY AS LONG AS THE TERMINUS REMAINS CONSISTENT WITH THE INTENT.
- COMMERCIAL TRACTS B, O, P, Q, R, S, AND T TO MEET THE MINIMUM LANDSCAPE AREA REQUIREMENT AS SPECIFIED BY THE CITY OF CONWAY'S UNIFIED DEVELOPMENT ORDINANCE.
- LOCATION OF PICKLEBALL COURTS, PLAYGROUND(S), AND REQUIRED PARKING MAY BE ADJUSTED OR RELOCATED AS THE DESIGN AND PROGRAMMING FOR THE DEDICATED PARK DEVELOPS BASED ON CITY INPUT AND STAKEHOLDER MEETINGS WITH RESIDENTS.



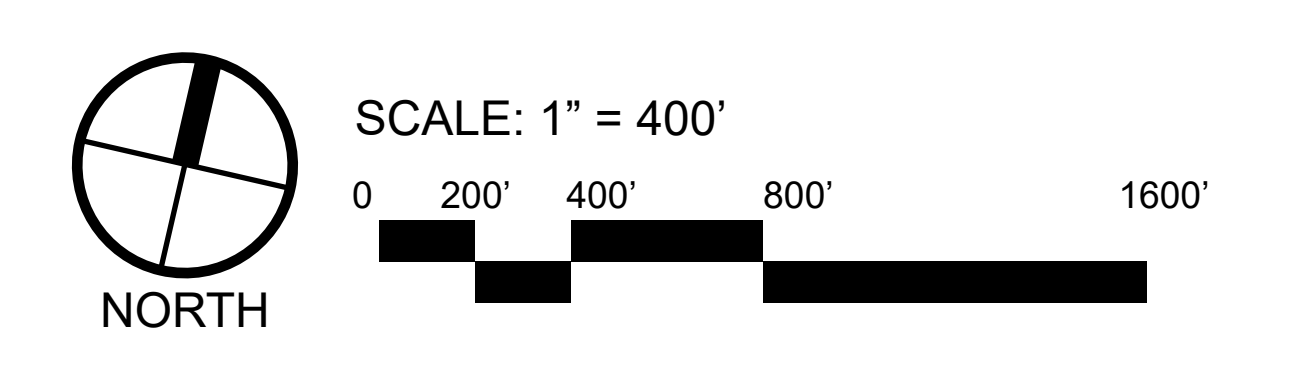
- NOTES:
1. STORMWATER SHALL MEET THE MINIMUM DESIGN REQUIREMENTS FOR THE CITY OF CONWAY UNIFIED DEVELOPMENT ORDINANCE.
  2. MASTER STORMWATER PONDS SHALL BE INSTALLED PRIOR TO COMPLETION OF THE SPINE ROADS WHERE STORMWATER DISCHARGE SHALL ULTIMATELY DISCHARGE.
  3. STORMWATER INFRASTRUCTURE WITHIN THE PD SHALL REQUIRE INSTALLATION SIZED TO ACCOMMODATE UPSTREAM TRACTS WITHIN THE PD.
  4. TRACTS A THROUGH Q WITHIN THE PD ARE DEPICTED FOR CONCEPTUAL STORMWATER CONVEYANCE.



# WARDEN STATION

## EXHIBIT V

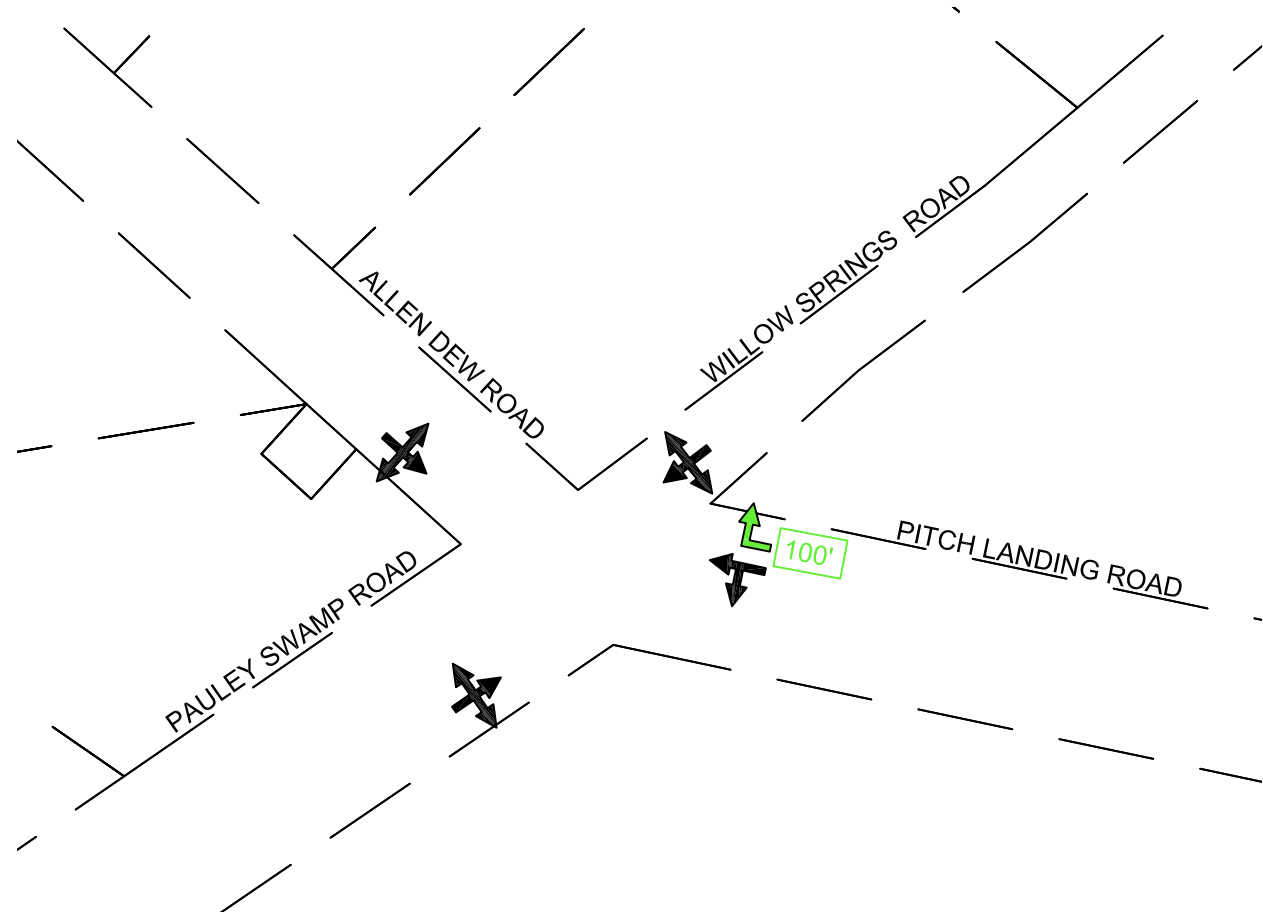
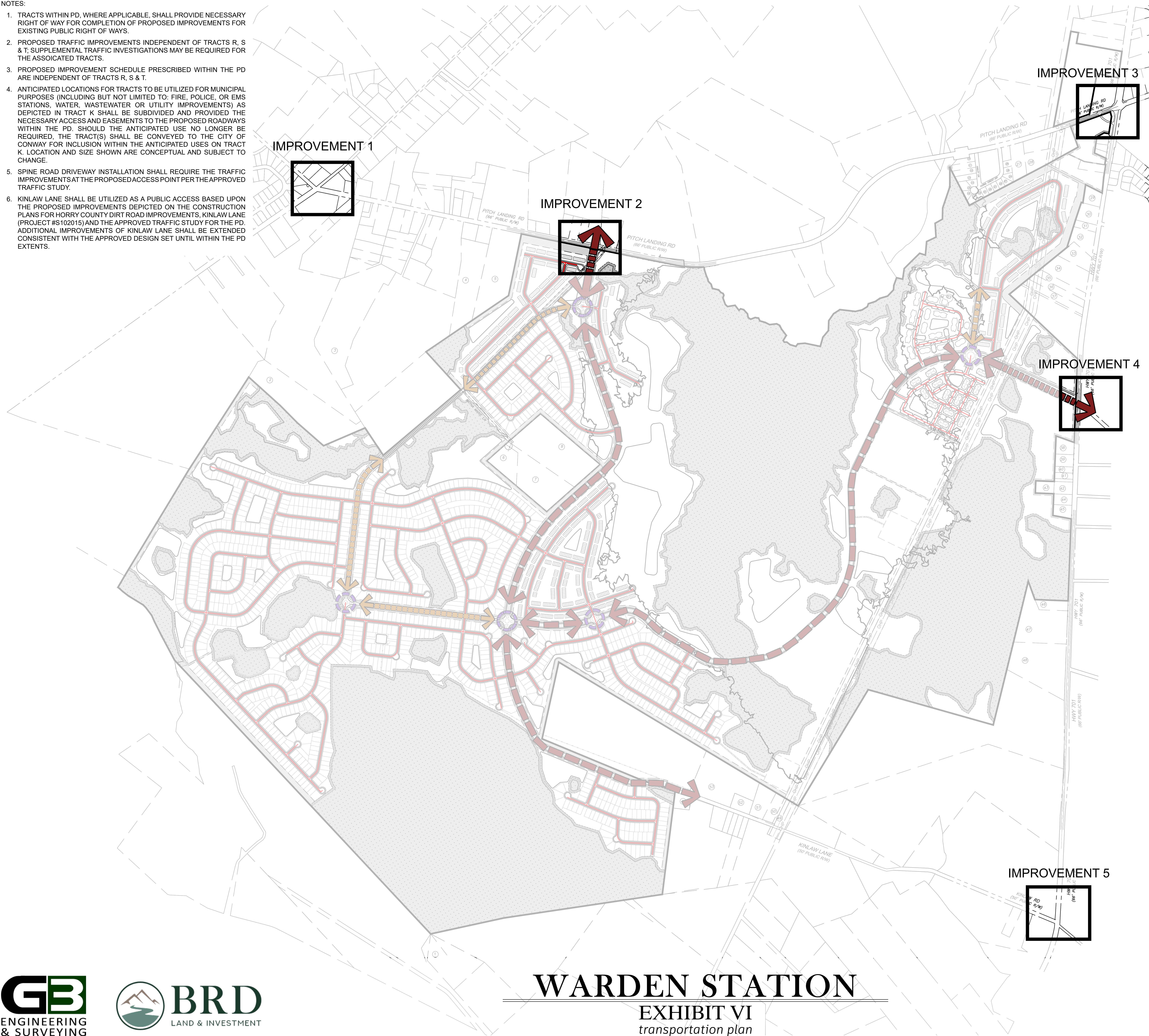
stormwater management plan



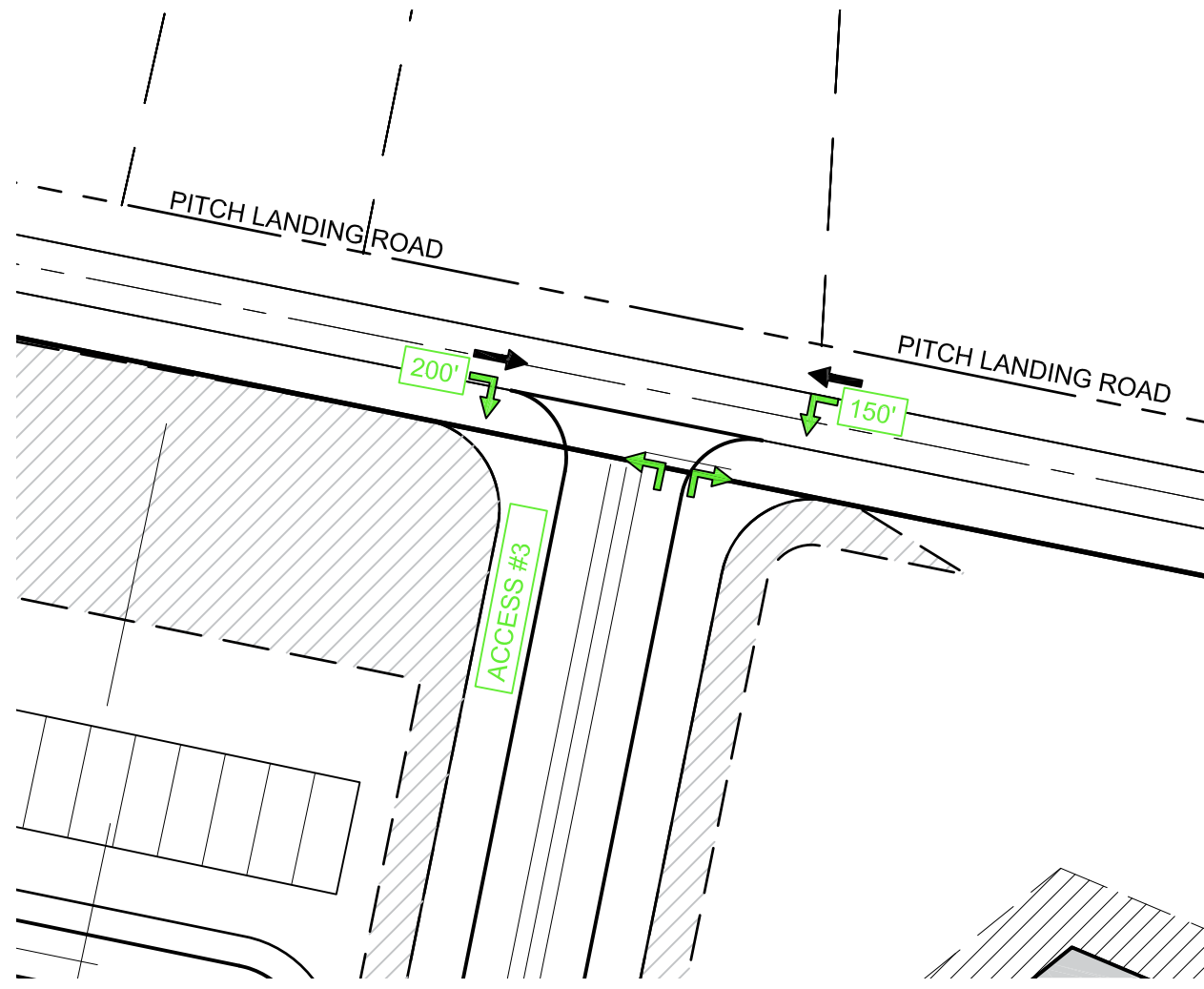


NOTES:

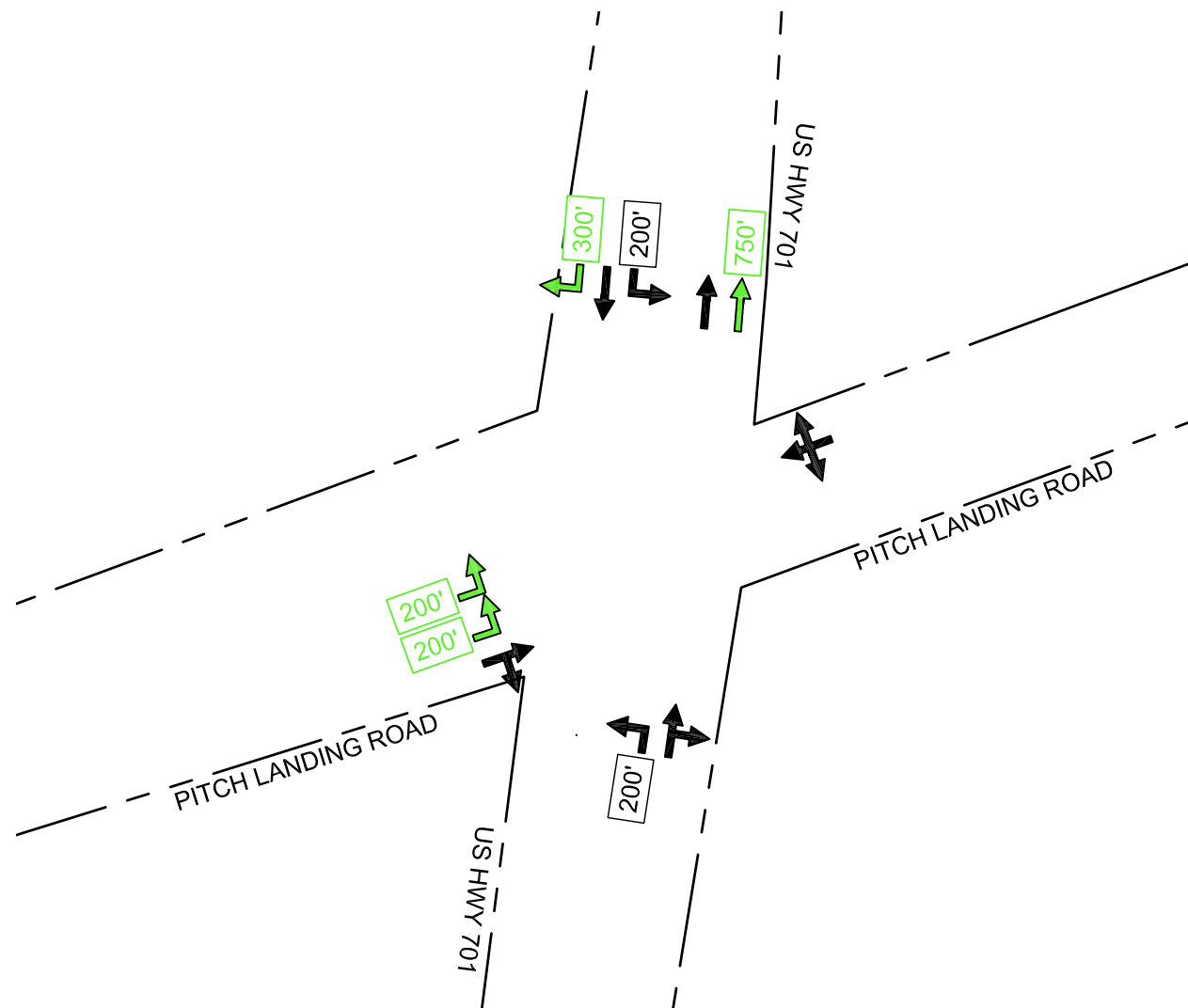
1. TRACTS WITHIN PD, WHERE APPLICABLE, SHALL PROVIDE NECESSARY RIGHT OF WAY FOR COMPLETION OF PROPOSED IMPROVEMENTS FOR EXISTING PUBLIC RIGHT OF WAYS.
2. PROPOSED TRAFFIC IMPROVEMENTS INDEPENDENT OF TRACTS R, S & T; SUPPLEMENTAL TRAFFIC INVESTIGATIONS MAY BE REQUIRED FOR THE ASSOICATED TRACTS.
3. PROPOSED IMPROVEMENT SCHEDULE PRESCRIBED WITHIN THE PD ARE INDEPENDENT OF TRACTS R, S & T.
4. ANTICIPATED LOCATIONS FOR TRACTS TO BE UTILIZED FOR MUNICIPAL PURPOSES (INCLUDING BUT NOT LIMITED TO: FIRE, POLICE, OR EMS STATIONS, WATER, WASTEWATER OR UTILITY IMPROVEMENTS) AS DEPICTED IN TRACT K SHALL BE SUBDIVIDED AND PROVIDED THE NECESSARY ACCESS AND EASEMENTS TO THE PROPOSED ROADWAYS WITHIN THE PD. SHOULD THE ANTICIPATED USE NO LONGER BE REQUIRED, THE TRACT(S) SHALL BE CONVEYED TO THE CITY OF CONWAY FOR INCLUSION WITHIN THE ANTICIPATED USES ON TRACT K. LOCATION AND SIZE SHOWN ARE CONCEPTUAL AND SUBJECT TO CHANGE.
5. SPINE ROAD DRIVEWAY INSTALLATION SHALL REQUIRE THE TRAFFIC IMPROVEMENTS AT THE PROPOSED ACCESS POINT PER THE APPROVED TRAFFIC STUDY.
6. KINLAW LANE SHALL BE UTILIZED AS A PUBLIC ACCESS BASED UPON THE PROPOSED IMPROVEMENTS DEPICTED ON THE CONSTRUCTION PLANS FOR HORRY COUNTY DIRT ROAD IMPROVEMENTS, KINLAW LANE (PROJECT #S102015) AND THE APPROVED TRAFFIC STUDY FOR THE PD. ADDITIONAL IMPROVEMENTS OF KINLAW LANE SHALL BE EXTENDED CONSISTENT WITH THE APPROVED DESIGN SET UNTIL WITHIN THE PD EXTENTS.



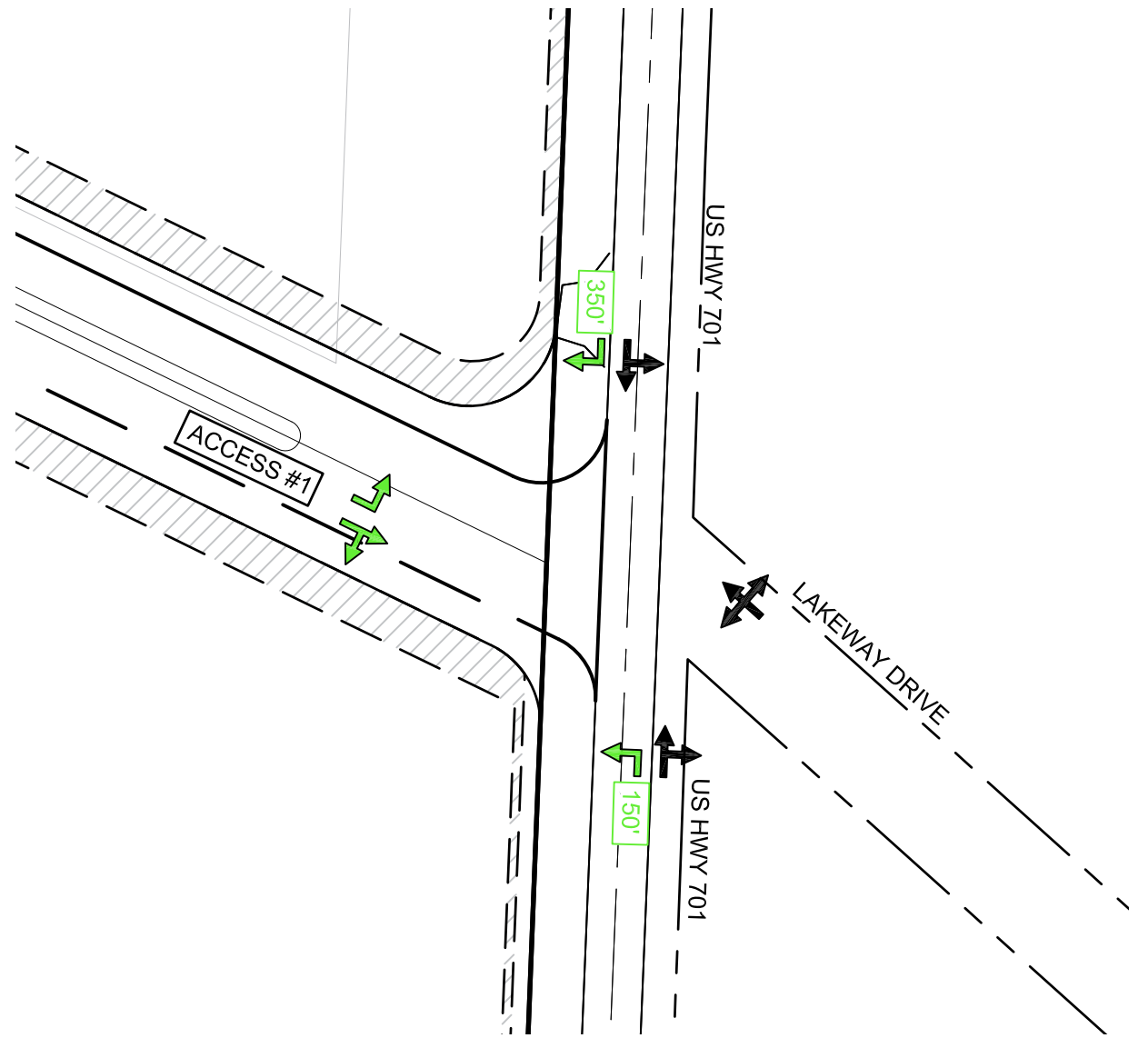
**IMPROVEMENT 1**  
SCALE: 1"=80'



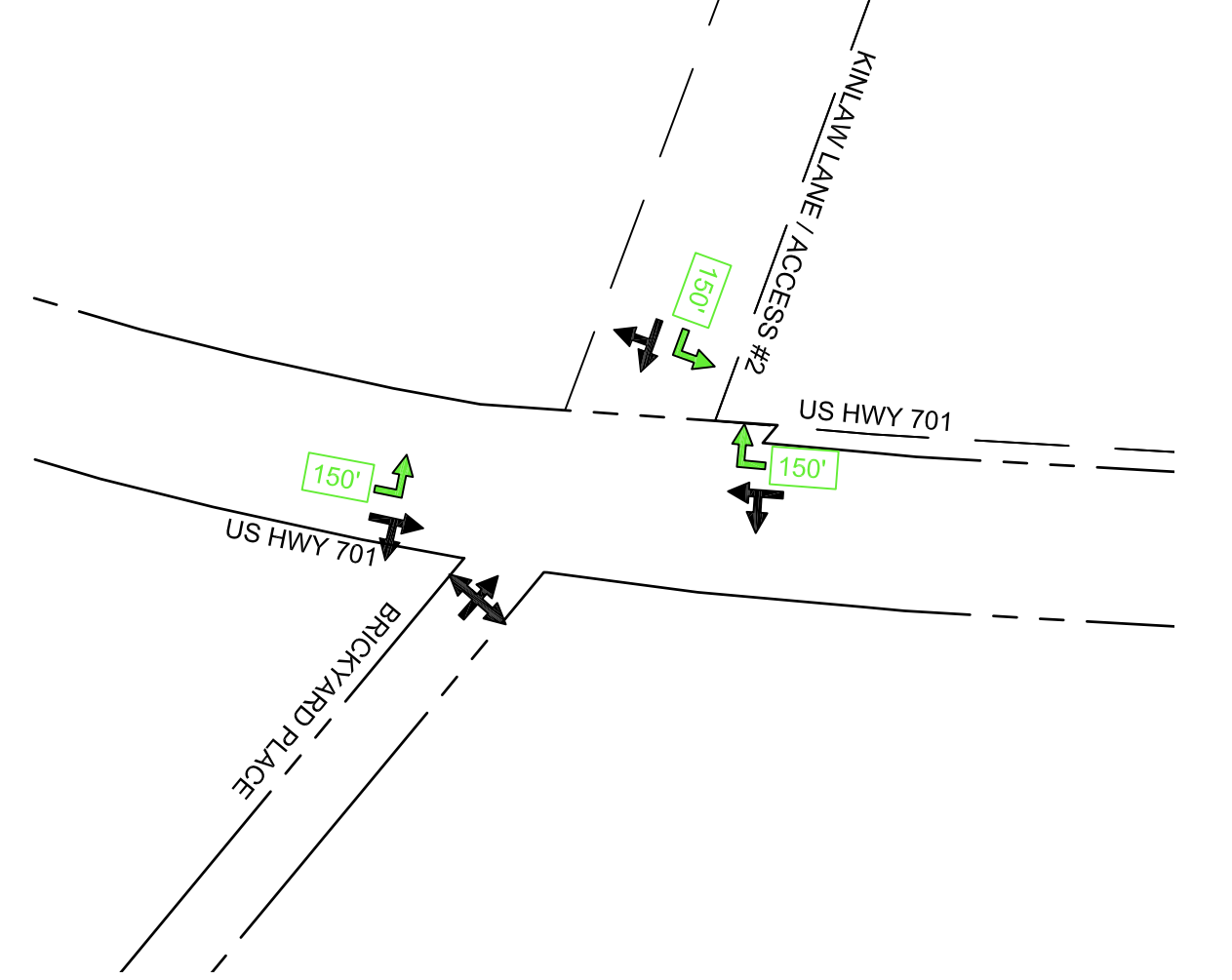
**IMPROVEMENT 2**  
SCALE: 1"=80'



**IMPROVEMENT 3**  
SCALE: 1"=80'

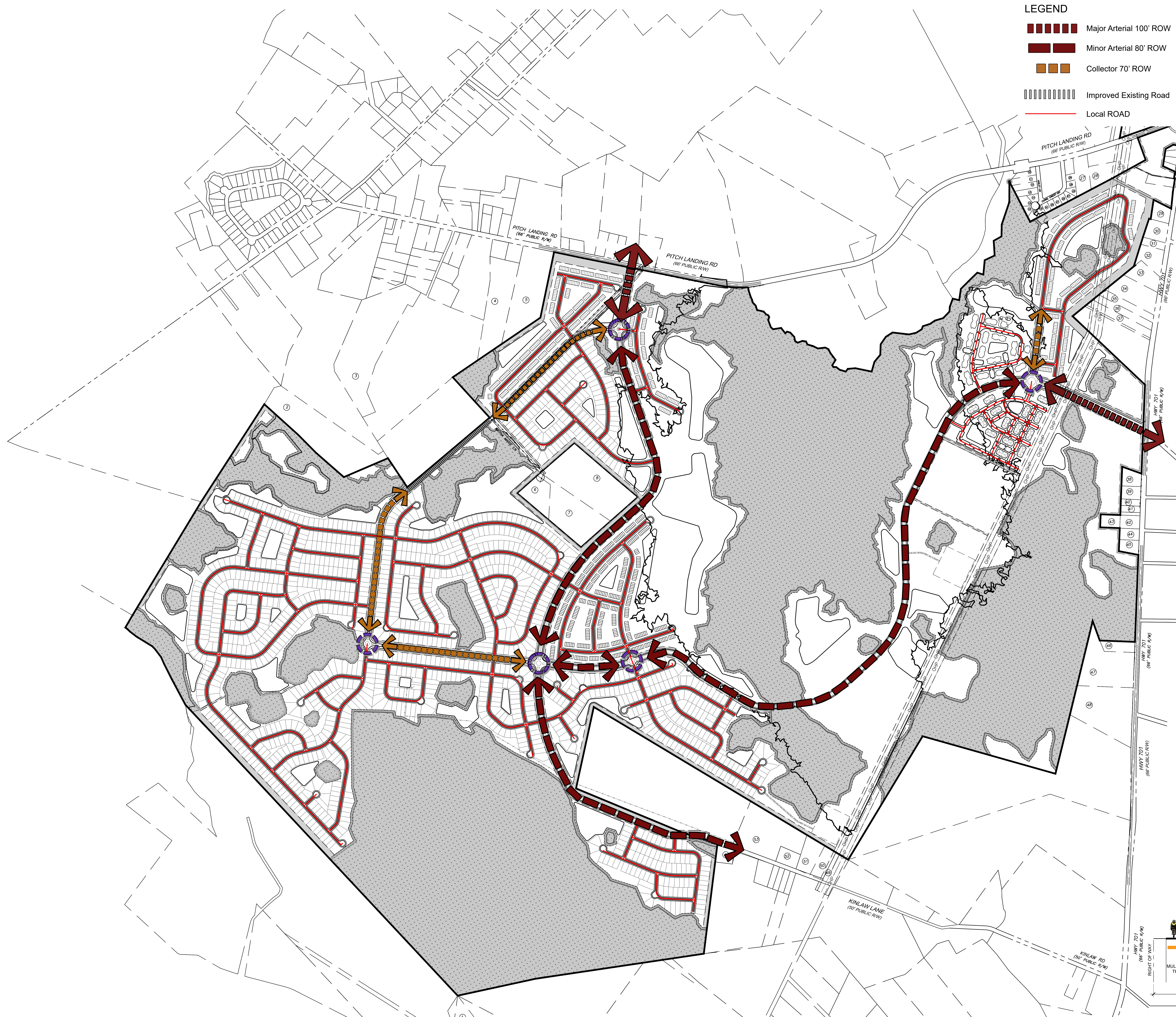


**IMPROVEMENT 4**  
SCALE: 1"=80'



**IMPROVEMENT 5**  
SCALE: 1"=10'





**LEGEND**

- Major Arterial 100' ROW
- Minor Arterial 80' ROW
- Collector 70' ROW
- Improved Existing Road
- Local ROAD

- NOTES:**
- ALL LOCAL, COLLECTOR AND MINOR ARTERIAL ROADS TO HAVE A MIN. 5' SIDEWALK AND 4-5' PLANTING STRIP ON ONE SIDE OF ROAD. MAJOR ARTERIAL ROADS SHALL PROVIDE AN 8' MULTI-USE TRAIL ON ONE SIDE.
  - STREET TREES SHALL BE PROVIDED ALONG MAJOR ARTERIAL, MINOR ARTERIAL, COLLECTOR AND LOCAL ROADS. STREET TREES SHALL BE PLACED AT THE PUBLIC RIGHT OF WAY AT FIFTY FOOT (50') INTERVALS ON BOTH SIDES OF THE STREET AND SHALL MEET THE REQUIREMENTS SET FORTH IN SECTION 9.3.6 OF THE CITY OF CONWAY'S UNIFIED DEVELOPMENT ORDINANCE UNLESS OTHERWISE SPECIFIED.
  - STREET TREES SHALL BE PLACED IN THE PLANTING STRIP LOCATED BETWEEN THE SIDEWALK AND ROADWAY WHERE PRESENT. ROAD SECTIONS WITHOUT SIDEWALKS SHALL PLACE STREET TREE NO CLOSER THAN THREE FEET (3') AND NO GREATER THAN FIVE FEET (5') FROM BACK OF CURB.
  - THE IMPROVED EXISTING ROAD AND THE EXISTING DRIVEWAY ACCESS KNOWN AS WAYNA MARIE LANE SHALL BE EXEMPT FROM PROVIDING SIDEWALKS, STREET TREES, AND BUFFERS.
  - STREET TREES SHALL NOT BE REQUIRED AT WETLAND CROSSINGS.
  - MULTI-USE TRAIL INSTALLATION BASED UPON THE CONWAY PATHWAYS AND TRAILS PLAN MAY BE UTILIZED TOWARDS ACCEPTABLE OPENSOURCE WHEN EXTERNAL TO THE PROPOSED SPINE ROADS; THE PROPOSED PATHWAYS PLAN MAY BE RELOCATED TO ALIGN WITH THE PROPOSED SPINE ROADS WITHIN THE COMMUNITY AS LONG AS THE TERMINUS REMAINS CONSISTENT WITH THE INTENT DEPICTED IN THE CONWAY PATHWAYS AND TRAILS PLAN
  - SPINE ROADS ARE CONSIDERED ROADWAYS PROPOSED INTERNAL TO THE DEVELOPMENT BUT EXTERNAL TO THE PROPOSED TRACTS TO ALLOW CONNECTIVITY AND ARE ASSUMED INTERNAL TO THE DEVELOPMENT AND SIZED BASED UPON ANTICIPATED TRAFFIC VOLUMES. ANTICIPATED USES ARE CONCEPTUAL AND SUBJECT TO CHANGE BASED UPON DEVELOPMENT TRIP GENERATION. DEVIATIONS TO DENSITIES MAY INCUR MODIFICATIONS TO INTENDED CLASSIFICATIONS OF PROPOSED ROADS.

**IMPROVED EXISTING ROAD**  
SCALE: 1"=10'

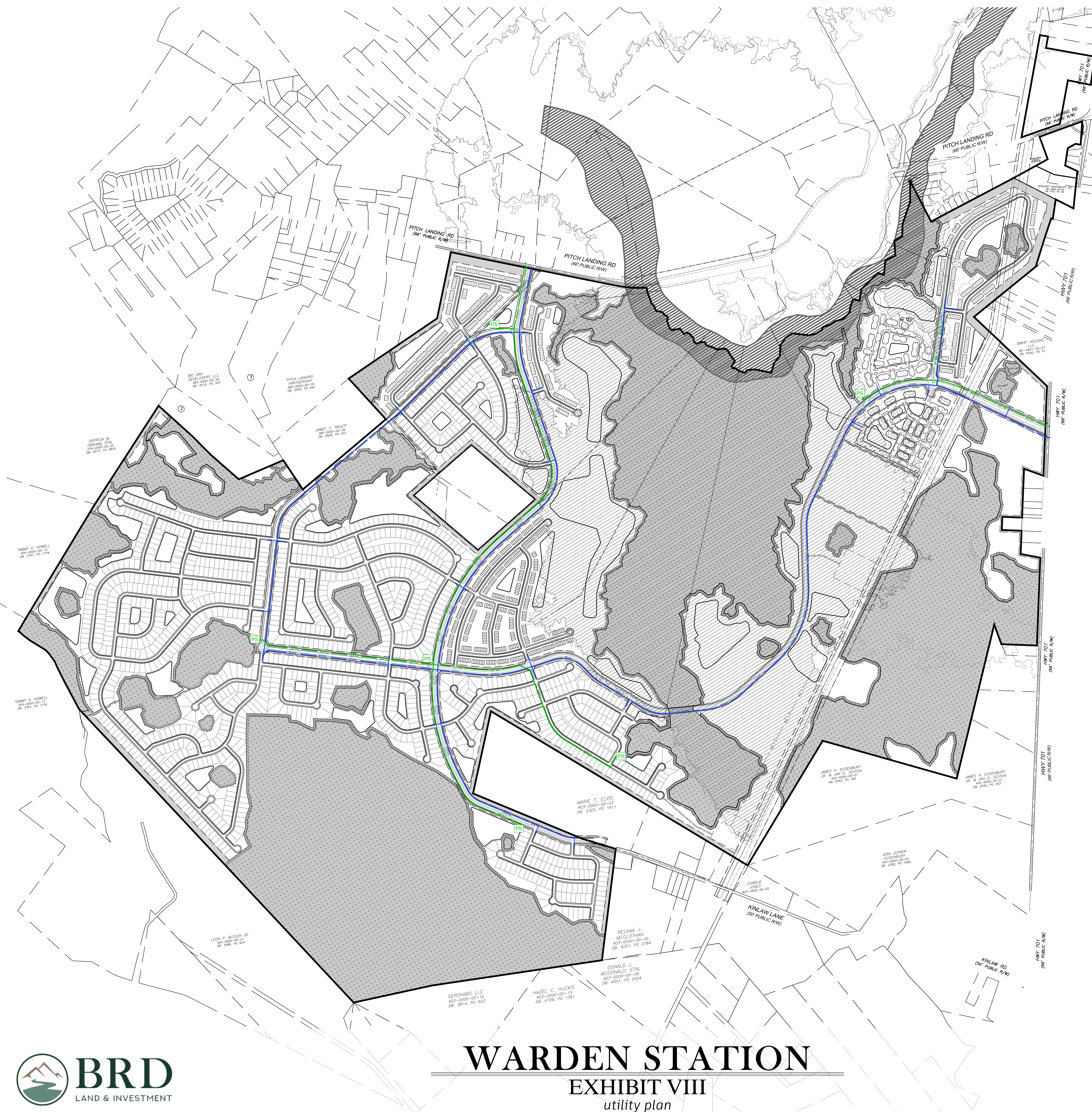
**TYPICAL LOCAL ROAD**  
SCALE: 1"=10'

**TYPICAL COLLECTOR**  
SCALE: 1"=10'

**TYPICAL MINOR ARTERIAL**  
SCALE: 1"=10'

**TYPICAL MAJOR ARTERIAL**  
SCALE: 1"=10'





# WARDEN STATION

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## EXHIBIT VIII

*utility plan*

NOTES :

1. ANTICIPATED LOCATIONS FOR TRACTS TO BE UTILIZED FOR MUNICIPAL PURPOSES (INCLUDING BUT NOT LIMITED TO FIRE, POLICE, OR EMS STATIONS, WATER, WASTEWATER OR UTILITY IMPROVEMENTS) AS DEPICTED IN TRACT K SHALL BE SUBDIVIDED AND PROVIDED THE NECESSARY ACCESS AND EASEMENTS TO THE PROPOSED ROADWAYS WITHIN THE PD. SHOULD THE ANTICIPATED USE NO LONGER BE REQUIRED, THE TRACT(S) SHALL BE CONVEYED TO THE CITY OF CONWAY FOR INCLUSION WITHIN THE ANTICIPATED USES ON TRACT K. LOCATION AND SIZE SHOWN ARE CONCEPTUAL AND SUBJECT TO CHANGE.



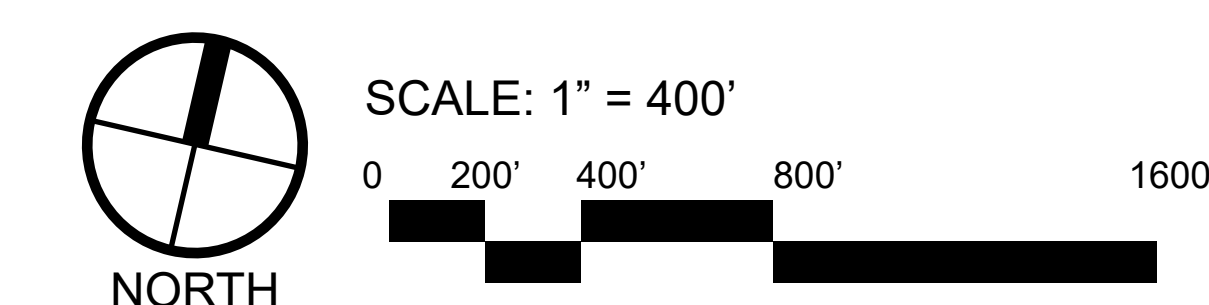
- X-SHADED FLOOD ZONE
- AE FLOOD ZONE
- FLOODWAY

- NOTES:
- NO FEE SIMPLE RESIDENTIAL UNITS OR BUILDINGS FOR RESIDENTIAL USES SHALL BE LOCATED WITHIN THE FEMA AE FLOOD ZONE.
  - IN COMMON RESIDENTIAL UNITS SHALL MAINTAIN SEPARATION EQUIVALENT TO THE PROPERTY SETBACKS OFF THE FEMA FLOOD ZONE FOR THE RESPECTIVE USE.

# WARDEN STATION

## EXHIBIT IX

flood zone overlay





## Updated Comment Checklist (PD Narrative).

Should Planning Commission recommend approval of annexation and rezoning, staff recommends the following revisions to the PD, identified in Section numbers that correlate with Sections in PD narrative.

Items that have been struck thru have been either removed or revised. What remains is what needs further negotiation.

### Section 1: Purpose and Intent

- ~~a. Update UDO to latest edition, currently July 17, 2023~~
- b. **Enhancement fees:** Sanitation, Public Safety, Parks & Recreation, and Planning & Development. Amounts to be finalized by City Council, if annexation is granted. **Cost analysis to assist in determining fee amounts.**
- ~~c. Multipurpose Path must be installed concurrently with the Spine Rd network, or a financial guarantee in lieu of completion be provided, subject to Council approval.~~
- ~~d. All sections that discuss stormwater, stormwater maintenance, stormwater conveyance: ensure that language is clear that all stormwater will meet or exceed the requirements of the City of Conway's Stormwater Ordinance that is in effect at the time of plan / permit submittal.~~
- e. **5 separate roadway improvements** (as identified in the Traffic Impact Study): to be completed at such time that access is provided (from the external roadway into the project...i.e. from 701 to Kinlaw Lane, Pitch Landing Rd to Blaze Trail, etc.). Developer proposes to pay a fee in lieu of installing improvements, an amount equal to the engineer's estimated costs of such roadway improvements, and for the burden of installing such improvements to be on the City of Conway. **These improvements can be stepped, but need to be installed when access is required for the project. 100% of the cost will need to be the responsibility of the developer.**

**Staff comment:** Developer to be solely responsible for installation of roadway improvements that are specified in the TIA, not the City of Conway, as it is not possible to determine costs associated with required improvements, that would include ROW acquisition, legal fees, relocation of easements and utilities, permitting, and impacts to wetlands that may be incurred.

**Kinlaw Lane:** how does developer propose to connect the project to Kinlaw? There is a small area where the connection is on property not owned by the applicant. We cannot approve road improvements to be built on someone else's property. It must be dedicated to the city once improvements are done.

- f. **Conveyance of 500+ acres of real property** to City of Conway, to include:
  - o Floodproof playground installation, adequate in size to accommodate number of children that would utilize playground at project buildout
  - o Installation of 4 pickleball courts
  - o Parking areas for recreational area
  - o Installation of Wildlife Refuge Trail connection, in accordance with the City's Pathway's & Trails Plan
  - o Facilities and structures (all improvements) proposed for this acreage to be installed before conveyance of property to City and before plans for any tract may occur, with the exception that a financial guarantee may be provided to guarantee installation of these improvements.

**Need to ensure that the improvements and the conveyance will occur either by a certain length of time, or before so many permits have been issued, and NOT three years following the completion of the entire project. This will not be a conservation easement, but dedication of property, fee-simple, to the City.**

- ~~g. License Plate Readers / Cameras installed at each main entrance into project (3 entrances). Remove cost from PD and DA. That would be a cost to developer and could be more (or less) when installation occurs.~~
- ~~h. Remove conflicting language concerning number of permits to be issued for installation of roadway improvements. There are several different numbers provided. Remove 13 (c) and 13 (c) (iv).~~
- ~~i. Wildlife Refuge Trail should be its own enhancement. Not all appears to be within the acreage to be conveyed to city. Specify trail details (materials) and locations.~~
- ~~j. Remove notes or references to Perimeter Rd and SELL~~
- k. Clarify what improvements the City would need to be responsible for on Kinlaw Lane.

## Section 2: Legal Description

## Section 3: Project Developer & Title

## Section 4: Master Site Plan

- ~~a. Provide a total gross v. net density across all residential acreage in project~~
- ~~b. Notes 4, 5 and 6: permitted uses are provided in these notes. Is a separate chart or table for permitted uses necessary, except maybe to list prohibited uses? Applicant to work with staff on fine tuning the uses for each tract.~~

## Section 5: Development Description

- ~~a. Some of the paragraphs in this section could be deleted or moved to DA~~
- ~~b. Proposed uses for subject parcels (Table 1):~~
  - ~~○ Clarify what Type A, B, C, D mean. Is this necessary?~~
  - ~~○ Consider removing commercial square footage~~
  - ~~○ Tract O: almost all (if not all) of Tract O is in the AE flood zone. Limit uses on this tract. Flood damage prevention standards will apply.~~
  - ~~○ Lot widths in this table (Table 1) are different than what is provided on Table 2 of document.~~
- ~~c. Remove any reference to utilities (water/sewer) being dedicated to the City.~~
- ~~d. Remove any reference to Tri-plex or Quadrplex homes~~
- ~~e. Remove sentence "style of each neighborhood being reflected in the appendices attached to this PD document" — there are no styles in appendices.~~
- f. Recreational acreage to be conveyed to City** – should be done at one time, preferably once all improvements are installed, but a financial guarantee can be provided in lieu of all improvements being installed for a period of 1 year. **Need language as to when the City can expect the improvements to be installed and when the property will be conveyed to the city (but after installation of improvements). This should occur within a certain timeframe or on or before the issuance of a certain number of permits – to be determined by Council.**
- ~~g. Table 2: Proposed Dimensional Standards:~~
  - ~~○ PD perimeter buffer: setbacks would not be from the buffer, but could be within the buffer, except where the buffer exceeds the setback, in which case, the buffer is the setback.~~
  - ~~○ Clarify how impervious surface ratios are being determined~~

- ~~Will standards for each single-family “type” be applicable to fee simple and in-common developments? You may want to look at adding different standards if developed in-common v. fee-simple.~~

## **Section 6: General Development Standards Throughout the PD District**

- a. ~~Is the square footage of the commercial necessary to include? Setbacks, buffers, max building heights, etc. will determine size of structures for each commercial tract.~~
- b. ~~Staff would prefer simplification of permitted uses. Would rather list uses that would be prohibited.~~
- c. ~~Conditional uses: uses could be adopted that are not currently in the UDO. I would not want the PD to be limited to what the UDO currently allows as a conditional use, which would essentially prohibit future uses that could be adopted as a conditional use in an HC or LI zoning district.~~
- d. ~~Additional Commercial Uses: locations for such uses, as specified, would not be permitted on Tract K.~~
- e. **Decks & Promenades:** will docks/piers be added to the stormwater ponds throughout the project? Please identify where. In order for ponds (water surfaces) to count towards open space requirements (max of 25%), a fountain or dock/pier must be installed.
- f. ~~Definitions for zoning districts: add “for reference only”.~~
- g. ~~Design Standards: should be compliant with the design standards that are in effect at the time of plan/permit submittal, not at the time of adoption of the PD. It would be too difficult for staff to determine years in the future what standards to apply, unless they were adopted as part of the PD and specified. Since they are not, design standards for all structures — residential or commercial, must be compliant with the UDO that is in effect at the time of plan/permit submittal.~~
- h. ~~Temporary Uses: unless specific temporary uses can be specified, staff recommends removing this section. The UDO and the Building Code will take precedent.~~
- i. ~~Change of one permitted use to another permitted use: this section was added for conversion of in-common developments to be fee-simple, and staff determined that it would not be possible to do so outside of a horizontal property regime (HPR) or unless parcels were designed ahead of time with the intent that the units would eventually become fee simple in the future, so *this section cannot be supported by staff*.~~
- j. ~~Development activity, clearing and grading: Stormwater and erosion control measures will need to meet or exceed the requirements of the City’s Stormwater Ordinance that is in effect at the time of plan/permit submittal. Specific language previously provided.~~
- k. ~~The City’s tree preservation ordinance: currently in process of being rewritten and adoption of the revised ordinance will be adopted in the City’s UDO and removed from general code. Remove reference from Ch. 4 of the Code of Ordinances.~~

~~Additionally, ADD section in PD and DA that specifies that a tree survey shall be provided for each tract within the PD at the time of civil plan submittal (before disturbance of any land) for such tract/area proposed to be developed. No clearing/grading/development will occur until staff has verified that no protected trees will be removed and/or that such removals are property permitted and mitigation is provided for such removals in accordance with the standards of the Tree Preservation Ordinance that is in effect at the time of plan submittal.~~

- l. **Signage:** specify “tracts” instead of commercial “types” so that it is clear “where” a sign easement is possible, or show easement locations on Master Site Plan.

~~Remove “Article 11” and replace with “signage requirements”.~~

m. **Buffers:** refers to “buffer plan”. This is too vague. *Missing:* landscape buffers for different uses. Staff recommends simplification. To PD narrative, add:

- PD Perimeter Buffer requirements
- Landscape buffers and specifics (i.e. plantings)
- Buffer requirements within residential developments (i.e. single-family detached v. multifamily v. townhomes)
- Buffer requirements for commercial properties/tracts (for property boundaries not required to have a perimeter buffer)
- Double frontage of lots prohibited. Landscape buffers will be required to prevent double frontage, a minimum of 10’ in width and Type B buffer plantings, per the UDO.

n. **Design modifications:**

- Mod. 1: Kinlaw Lane. A detailed plan showing proposed modification needs to be added as an appendix in PD.
- Mod. 2: Needs clarification. Not sure this is necessary.
- Mod. 3: Buffers, street trees, and sidewalks not required on certain sections of roadways (as provided in PD). Need clarification on buffers along Kinlaw Lane.
- Mod. 4: to allow spine road to count towards the requirements for access points for all proposed tracts until secondary connections are required. This is likely a **Fire Code issue**.
- Mod. 5: Temporary block lengths – needs clarification. Is this necessary if only temporary?
- Mod. 6: Max number of unit’s access from a single road internal to parcels to be increased to 50 units where future spine road extensions provide the min. requirements of UDO. **Fire Code issue**.
- Mod. 7: max number of units off of a single access at full buildout within parcel E/J shall be increased to 50 units. **Fire code issue**. However, the master site plan shows multiple points of access.
- Mod. 8: should parcel H be developed prior to Parcel G, number of units off a single point of access shall be waived as long as future roadway connection to parcel G is provided. **Fire code issue**, but not sure this modification is necessary given that the site plan shows appropriate number of access points.
- Mod. 9: each lot shall front a public street, but parcels developed as attached single-family to allow variable width access and utility easements to access the units. **Staff cannot support. Fire Code does not permit exemption**.
- Mod. 10: sidewalk installation along roadways to be installed on each street based on criteria designated in the cross-walk sections on Ex. VII. Staff comments:
  - Why can’t sidewalks be installed on both sides of local streets where there is no trail system proposed?
  - Verify that curb/gutter will be installed on collector/minor arterial / major arterial roads. What will the materials be for the multipurpose paths?
  - Sidewalks are required to be installed on the outside perimeter of the project as well (i.e. Pitch Landing rd/Hwy 701) that have frontage along such exterior roadways...applicable when development of such tracts occur.

### Section 7: Residential Regulations

~~a. Residential Design Standards: add “in effect at the time of plan and/or permit submittal” to end of sentence.~~

### Section 8: Commercial Regulations

~~a. Add similar sentence as provided for residential design standards. See below:~~

~~"All commercial development within the PD shall comply with the City's Non-Residential Design Standards, and where applicable, the requirements of the Gateway Corridor Overlay (GCO)".~~

### **Section 9: Maintenance and Control**

- a. Sentence should end after "public". **The City does not allow access easements in lieu of meeting frontage requirements for development or private roadways.** Remove any reference to private roadways or rights of way within this section and the entire PD.

### **Section 10: Construction Schedule**

- ~~a. Phasing covered in earlier section of PD~~
- b. "...various phases of PD may be developed in non-numerical order..." Improvements required to provide proper access to individual phases, regardless of where they are located. **No gaps in connections of the spine road will be permitted with a financial guarantee and approval by TRC.**

### **Section 11: Offsite and Streetscape Improvements**

- a. **Traffic improvements outside the boundaries of the project** may be required, including ROW connections to existing public roadways, in accordance with the requirements of the regulations of the regulatory body having jurisdiction over the respective roadways, as shown in the exhibits of the PD ordinance, and prior to the date in which 600 total permits have been issued for the project.
  - o Staff needs clarification, as this seems to imply that the City will be responsible for installing required ROW connections and must do so before the 600-permit threshold is reached. Also conflicts with other sections of the document.

### **Section 12: Amendments and Enforcement**

- ~~a. "...amendments to the PD district shall be determined administrative, minor or major, by the Planning Director for the City."~~
  - ~~o Administrative should be "minor".~~
  - ~~o Add: major amendments require a recommendation from Planning Commission and approval by City Council.~~

### **Appendices**

~~Appendix A: PD District and Documentation (exhibits). Staff would like the Master Site Plan to have its own appendix or be the first of the exhibits.~~

~~Appendix B: Project Aesthetics. This should be removed, since the Pattern Book is no longer included for consideration by the applicant. Can this be the DA instead?~~

~~Appendix C: Reports and Addendums. Traffic Impact Study should be its own appendix.~~

Staff recommends adding Appendices for:

- ~~o Wetland delineations/letters~~
- ~~o Design modifications~~
- ~~o Development agreement~~
- ~~o Acreage to be conveyed to city and improvements~~

**Additionally,** ensure that appendices match those mentioned throughout the PD narrative and development agreement.

**OTHER (comments/recommendations from staff)**

**Add section**, as previously requested, for: **Flood Damage Prevention Ordinance.**

~~Add section for Gateway Corridor Overlay (GCO) and which properties are subject to these standards~~

**Add Open Space Standards.** Staff needs to review acreage being provided in each tract along with water surface percentages to be included as part of open space, whether ponds will contain docks/fountains and an open space table. Then, staff can determine if a design modification for open space standards is necessary.



**DATE: SEPTEMBER 18, 2023**

**ITEM: VIII.B.**

**ISSUE:**

**First Reading of Ordinance #ZA2023-10-02 (C)**, to annex a 0.38-acre tract and a 1.08 tract of properties, totaling approximately 1.46 acres located at 610 & 624 Hwy 544 (PIN's 382-05-01-0003 & 382-05-01-0004), and rezone from the Horry County Highway Commercial (HC) and Convenience & Auto-Related Services (RE3) districts to the City of Conway Highway Commercial (HC) district.

**BACKGROUND:**

On July 21, the applicant submitted an annexation and rezoning application for the subject properties, located 610 & 624 Hwy 544. The properties are currently in Horry County's jurisdiction, zoned Highway Commercial (HC) and Convenience & Auto-Related Services (RE3). Both properties contain a single-family residence, and both are currently used as rental properties. Restrictive covenants were recorded for 610 Hwy 544 on July 21<sup>st</sup>.

Per *Section 3.2.10* of the UDO, the intent of the Highway Commercial (HC) district is to *provide compatible locations to serve the automobile-oriented commercial activities in harmony with major highway developments, reduce traffic congestions and to enhance the aesthetic atmosphere of the City.*

*Surrounding Uses / Zoning Districts:*

The properties are across from and abutting the Institutional (IN) zoning district and also adjacent to Horry County Highway Commercial (HC) zoned property. Surrounding uses include student housing, the old university bookstore, a gas station, and a wrecker business.

**CITY OF CONWAY COMPREHENSIVE PLAN:**

The future land use map of the *Comprehensive Plan* also identifies the subject property as Highway Commercial (HC).

**PLANNING COMMISSION (Sept. 7, 2023 mtg.):**

Planning Commission held the required public hearing on the request at their September 7<sup>th</sup> meeting, and recommended approval of the request to rezone the properties to Highway Commercial upon annexation in the City limits. There was no public input.

**STAFF RECOMMENDATION:**

Staff recommends approval of First Reading of **Ordinance #ZA2023-10-02 (C)**.

**ATTACHMENTS:**

Application;  
GIS Maps;

**ORDINANCE #ZA2023-10-02 (C)**

**AN ORDINANCE TO ANNEX A 0.38-ACRE TRACT AND A 1.08-ACRE TRACT OF PROPERTIES, TOTALING APPROXIMATELY 1.46 ACRES LOCATED AT 610 HWY 544 (PIN 382-05-01-0003) AND 624 HWY 544 (PIN 382-05-01-0004), AND REZONE FROM THE HORRY COUNTY HIGHWAY COMMERCIAL (HC) AND CONVENIENCE & AUTO-RELATED SERVICES (RE3) DISTRICTS TO THE CITY OF CONWAY HIGHWAY COMMERCIAL (HC) DISTRICT.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONWAY:**

**SECTION 1. FINDINGS:**

A petition has been submitted to the City Council of the City of Conway to annex approximately 1.46 (total) acres of property described herein and represented on a map.

The area proposed for annexation is adjacent to the present City limits. The petition for annexation of land and declared zoning is hereby accepted by the governing body of the municipality of Conway, and made a part of the City of Conway, South Carolina, to wit:

**ALL AND SINGULAR**, those certain parcels, lots, or tracts of land in Conway Township, County and State aforesaid, containing approximately 1.46 (total) acres, located at 610 Hwy 544 (PIN 382-05-01-0003) and 624 Hwy 544 (PIN 382-05-01-0004), and rezone from the Horry County Highway Commercial (HC) and Convenience & Auto-Related Services (RE3) districts to the City of Conway Highway Commercial (HC) district.

This annexation includes all waterways, roads, and rights-of-way adjacent to the property. For a more specific description of said property, see attached map.

**SECTION 2. APPLICATION OF ZONING ORDINANCE:**

The property is admitted as City of Conway Highway Commercial (HC) area under the zoning laws of the municipality.

**SECTION 3. EFFECTIVE DATE:**

The annexation is effective as of the date of the final reading of this Ordinance.

**AND BE IT FURTHER ORDAINED** that such changes shall be made on the Official Zoning Map. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

**RATIFIED BY CITY COUNCIL**, duly assembled, this\_\_\_\_\_day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Barbara Jo Blain-Bellamy, Mayor

\_\_\_\_\_  
Justin D. Jordan, Mayor Pro Tem

\_\_\_\_\_  
K. Autry Benton Jr., Council Member

\_\_\_\_\_  
Amanda Butler, Council Member

\_\_\_\_\_  
William M. Goldfinch IV, Council Member

\_\_\_\_\_  
Beth Helms, Council Member

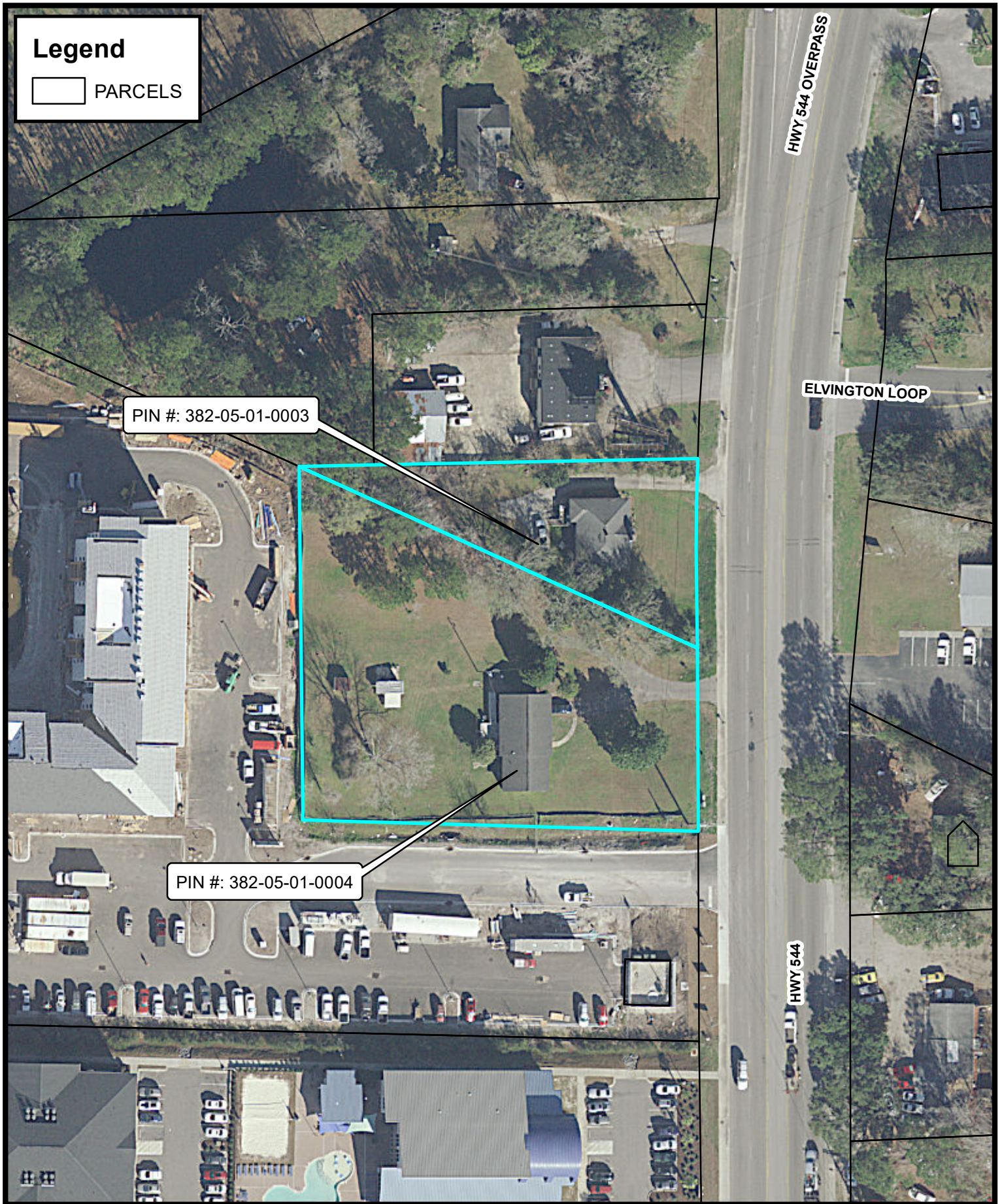
\_\_\_\_\_  
Larry A. White, Council Member

\_\_\_\_\_  
ATTEST: Alicia Shelley, City Clerk

First Reading: \_\_\_\_\_

Final Reading: \_\_\_\_\_

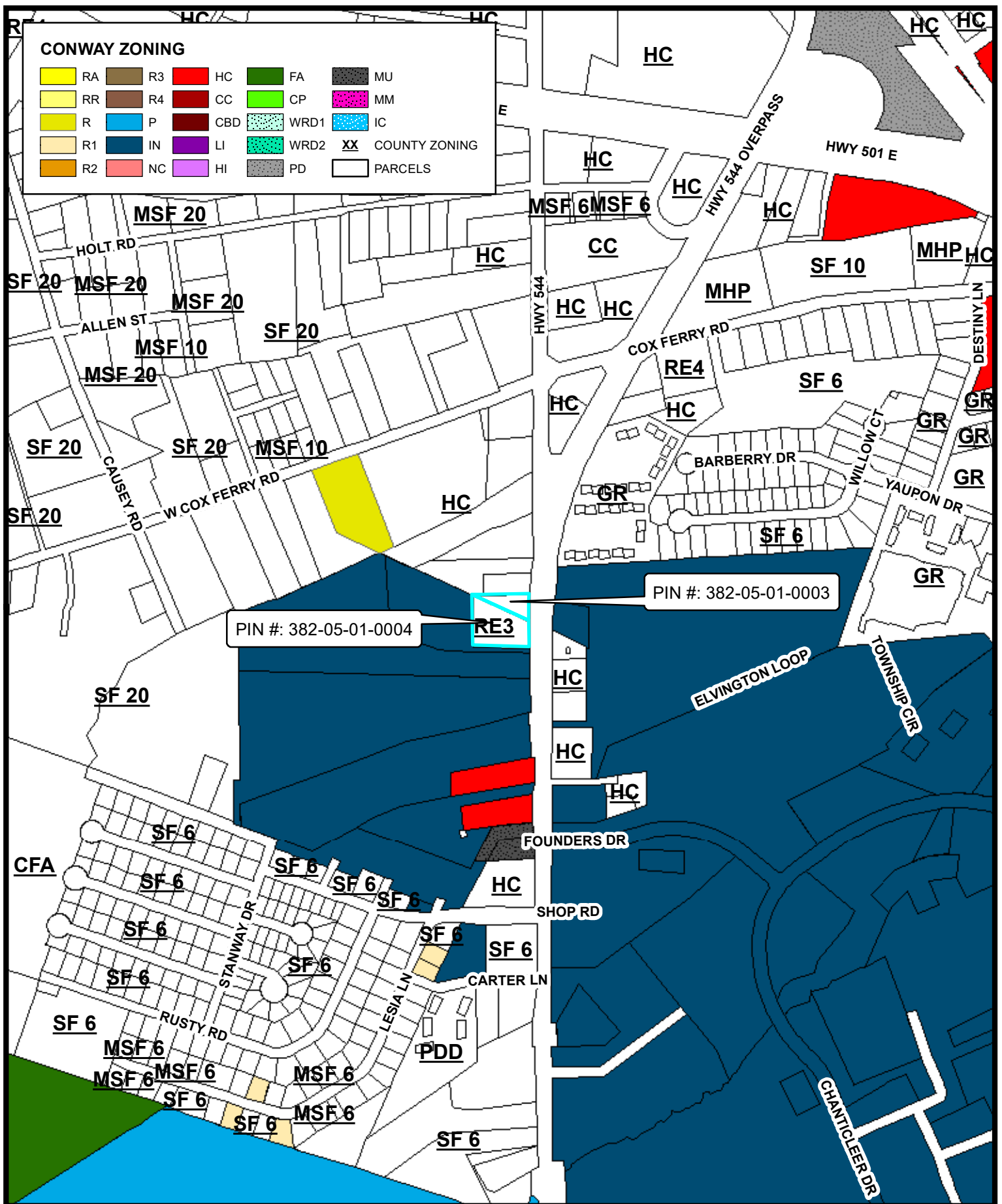


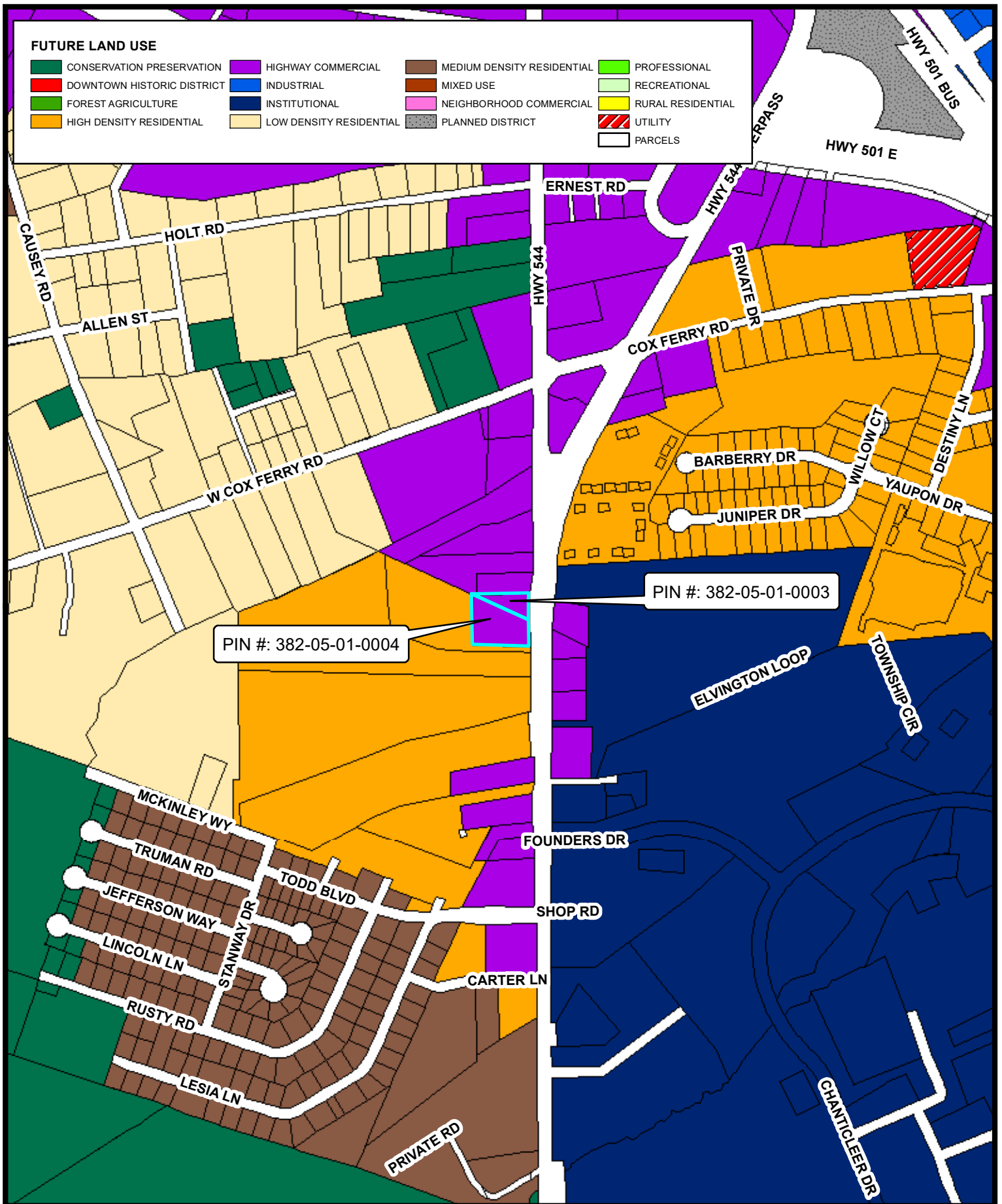




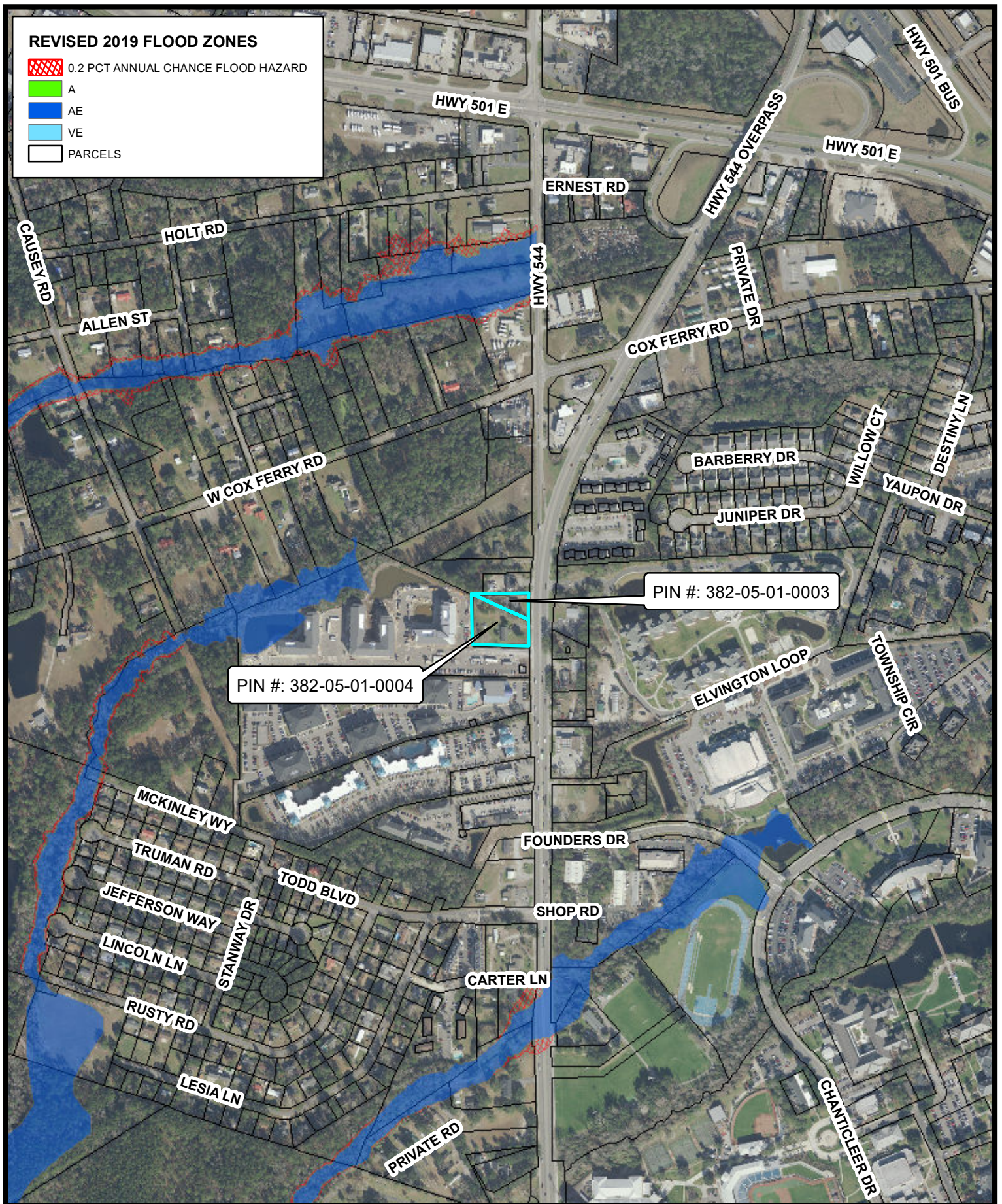
















STATE OF SOUTH CAROLINA )

)

RESTRICTIVE COVENANT

COUNTY OF HORRY )

KNOW ALL ME BY THESE PRESENTS, that, (I, we) MICHAEL J. MOSKOWES  
(Grantor) seek permission to connect to the Water and/or Sewer System of the City Of Conway.  
The property/parcel is situated outside the corporate limits of the City Of Conway. The  
property/parcel is identified in the records of the Assessor of Horry County as Parcel Identification  
Number (PIN) 382-05-01-0003 and is physically located at  
610 HIGHWAY 514 IN CONWAY, SOUTH CAROLINA 29526

The above referenced property was conveyed by deed to the Grantor and recorded in the Office of  
the Register of Mesne Conveyance for Horry County, South Carolina in Deed Book 4485 at  
Page 2421.

We understand and agree that as a condition of service and connection of the Water and/or  
Sewer System to the above referenced property, we will petition, when requested by the City Of  
Conway (by Group or Individual method) for annexation to the City Of Conway under Section 5-  
3-150 of the Code of Laws for the State of South Carolina. We further understand that it may be  
necessary to execute a petition for annexation on more than one occasion; however, the final  
acceptance of the said petition rests upon an affirmation vote of a majority of the governing body  
of the City of Conway.

It is understood and agreed upon that this covenant shall be legally binding upon  
(myself/us) as the Grantor(s), and our heirs and successors. Any violation of, or refusal to sign,  
said petition shall result in either legal recourse for nonperformance by the City, and/or termination  
of water and/or sewer services provided to the premises.

It is further understood and agreeable that the City may inspect and approve the owner's  
water and/or sewer system prior to connection to insure compliance with the City and State  
regulations. An inspection fee, if applicable, may be imposed for such inspection in accordance  
with the guidelines and policies set forth by the City of Conway.

All rights, powers, and privileges hereby granted to the City of Conway as grantee shall  
convey to its heirs, successors and assigns, and shall be binding upon the heirs, successors,  
administrators, executors and assigns of the Grantor. Grantor acknowledges that the conditions of  
this agreement and this agreement itself is a restriction and covenant of the title of the above  
reference property and binding upon the grantors, heirs, successors, and assigns. Furthermore, it is  
mutually agreeable that upon any dividing, separation, or split of the above referenced property,  
this agreement shall remain binding upon the successors and heirs of such division, and that this  
covenant shall remain binding upon the successors and heirs of such division, and that this covenant  
shall remain a restriction and covenant on the title of the parcel resultant of such division.

Deed BK: 4704 PG: 1374 Doctype: 082  
07/21/2023 at 02:21:02 PM, 1 OF 2

Marion D. Foxworth III  
HORRY COUNTY, SC REGISTRAR OF DEEDS



IN WITNESS THEREOF, the undersigned Grantor has hereto set his hand and Seal this

5<sup>th</sup> day of July 2023

SIGNED, SEALED AND DELIVERED by:  
Grantor in the presence of:

CHARLES GUN  
Witness

MICHAEL J. MOOREHEAD  
Grantor Name

JOHNNY MAY  
Witness or Notary

STATE OF SOUTH CAROLINA )

)

PROBATE

COUNTY OF HORRY )

PERSONALLY appeared before me the undersigned witness, and made oath that he/she saw the within named Grantor(s) sign, seal and as his/her act and deed, deliver the within written Agreement and Covenant; and that he/she with the other witness named above witnessed the execution thereof.

Witness

SWORN TO BEFORE ME THIS 5<sup>th</sup>  
DAY OF July, 2023

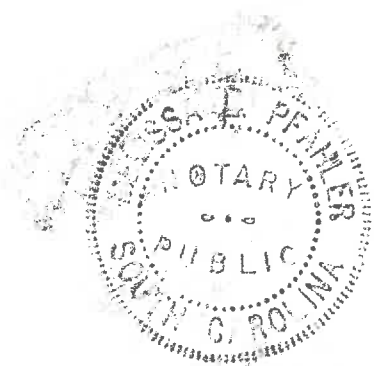
Melissa Pfahler

NOTARY PUBLIC FOR SOUTH CAROLINA (signature)

Melissa Pfahler

NOTARY PUBLIC FOR SOUTH CAROLINA (printed)

My commission expires: 1-25-27



Section 26-1-120 (E) (4): A witness is not a party to or a beneficiary of the transaction, signed the record as a subscribing witness.



# PETITION FOR ANNEXATION

Staff Use Only

Received: 7/21  
BS&A #: P23-0221

City of Conway Planning  
Department 196 Laurel Street, 29526

Phone: (843) 488-9888  
Conway, South Carolina

[www.cityofconway.com](http://www.cityofconway.com)

## Instructions:

- Fill out all 3 pages
- Submit signed forms to City of Conway Planning Department

P230218  
588 Hwy 544

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

## PETITION FOR ANNEXATION

### TO THE HONORABLE MAYOR AND CITY COUNCIL OF CONWAY

WHEREAS, § 5-3-150 (3) of the Code of Laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation; and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation; and

WHEREAS, the area requesting annexation is described as follows, to wit:

NOW, THEREFORE, the undersigned petition the City Council of Conway to annex the below described area into the municipal limits of the City of Conway.

PROPERTY LOCATION/SUBDIVISION: 610 & 624 HWY 544

PIN: 382-05-01-0003 and -0004 ACREAGE: 0.38a & 1.08a (1.46acres)

PROPERTY ADDRESS: same as above

PROPERTY OWNER MAILING ADDRESS: 411 Posada Dr., MB, SC 29572

PROPERTY OWNER TELEPHONE NUMBER: 843-902-9120

PROPERTY OWNER EMAIL: M o b i l i s i @ G M A I L . C o m

APPLICANT: Chris Cummings

APPLICANT'S EMAIL: chris.cummings@hubinternational.com

IS THE APPLICANT THE PROPERTY OWNER? CIRCLE: YES ☒ NO ☐

**IF NOT: PLEASE INCLUDE A LETTER OF AGENCY OR POWER OF ATTORNEY FROM THE OWNER ASSIGNING RESPONSIBILITY TO THE APPLICANT.**

PROPERTY OWNERS (Attach additional sheets if necessary)

CHAS CUMMINGS  
(Print)

[Signature]  
(Signature)

DATE: 7/21/2023

(Print)

(Signature)

DATE: 7/21/23



# PETITION FOR ANNEXATION

Staff Use Only

Received: \_\_\_\_\_  
BS&A #: \_\_\_\_\_

Is there a structure on the lot: yes Structure Type: single-family structures on both properties

Current Use: residential (rentals)

Are there any wetlands on the property?

CIRCLE: YES ☐ NO ☒

If yes, please include valid wetland delineation letter from army corps of engineers.

Is the property restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the permitted or proposed use of the land?

CIRCLE: YES ☐ NO ☒

If yes, please explain and provide a copy of covenant and/or restriction.

Is the city a party to any deed restrictions or easements existing on the property?

CIRCLE: YES ☐ NO ☒

If yes, please describe.

Are there any building permits in progress or pending for this property?

CIRCLE: YES ☐ NO ☒

If yes, please provide permit number and jurisdiction.

**FEES ARE DUE AT SUBMITTAL.**

**RI ZONING DISTRICT – NO FEE ALL OTHER ZONING DISTRICTS - \$ 250**

**PLEASE SUBMIT TO THE PLANNING & DEVELOPMENT DEPARTMENT**

**[planning@cityofconway.com](mailto:planning@cityofconway.com)**



# Zoning Map Amendment Application

Incomplete applications will not be accepted.

Staff Use Only

Received: \_\_\_\_\_  
BS&A #: \_\_\_\_\_

City of Conway Planning Department  
196 Laurel Street, 29526

Phone: (843) 488-9888  
Conway, South Carolina

[www.cityofconway.com](http://www.cityofconway.com)

## Notice

All zoning map amendments shall follow the procedures set forth in Section 13.1.7 of the City of Conway Unified Development Ordinance. Amendments to the Official Zoning Map shall be initiated by members of City Council, the Planning Commission, the Planning Director, or owner(s) of the subject property. In order to partially defray the administrative cost of zoning map amendments, the applicant shall pay a filing fee to the City of Conway in the amount of \$250.00 at the time this application is submitted. Planned Development rezonings are \$2,500.00 and Planned Development Amendments are \$500.00, and due at the time of submission. A plat of the property to be rezoned may be required with this application.

PHYSICAL ADDRESS OF PROPERTY: 610 & 624 HWY 544 FEE PAID ( ) YES ( ) NO

AREA OF SUBJECT PROPERTY (ACREAGE): 0.38a & 1.08a (1.46a) PIN: 382-05-01-0003 & -0004

CURRENT ZONING CLASSIFICATION: Horry County HC and RE3

COMPREHENSIVE PLAN 2035 FUTURE LAND USE: Highway Commercial (HC)

REQUESTED ZONING CLASSIFICATION: Highway Commercial (HC) upon annexation

NAME OF PROPERTY OWNER(S):

Coastal Education LLC

PHONE #

843-902-9120

PHONE #

MAILING ADDRESS OF PROPERTY OWNER(S):

411 Posada Dr., MB, SC 29572

411 Posada Dr., MB, SC 29572

\*\*\*\*\*

I (we) the owner(s) do hereby certify that all information presented in this Zoning Map Amendment Application is correct.

Ch. S.  
PROPERTY OWNER'S SIGNATURE(S)

7/21/2023  
DATE

Mike Mahan  
PROPERTY OWNER'S SIGNATURE(S)

7/21/2023  
DATE

THE APPLICANT OR A REPRESENTATIVE MUST BE PRESENT AT THE MEETING.



**DATE: SEPTEMBER 18, 2023**

**ITEM: VIII.C.**

**ISSUE:**

**First Reading of Ordinance #ZA2023-10-02 (D)**, to annex approximately 0.49 acres of property located at 508 Sellers Road (PIN 339-06-03-0032), and rezone from the Horry County Residential, no mobile homes allowed (SF40) district to the City of Conway Low/Medium-Density Residential (R-1) district.

**BACKGROUND:**

The annexation application was submitted by the property owners, John & Julie M. Ligreci, as a requirement to connect to city utility services. According to Horry County Land Records, the property was transferred into the applicant's names in November 2021. The property is within the Langston Heights subdivision off of Hwy 905. Horry County Land Records also shows that a permit for a new single-family home was applied for through Horry County on August 30<sup>th</sup> of this year, and shows it's currently under review. If the permit has not been issued, the applicant will need to apply for a permit through the City of Conway, if annexation is granted.

Several properties have been annexed within this subdivision over the last few years, to the point that now, a majority of lots are within the City limits.

**CITY OF CONWAY COMPREHENSIVE PLAN:**

The Future Land Use Map of the *Comprehensive Plan* identifies this property as Low/Medium Density Residential (R-1).

*The intent of the R-1 District is to provide for the preservation and expansion of areas for low to medium density, detached single-family residential development in the City of Conway. The district shall present a relatively spacious character, promote quiet, livable neighborhoods, and prohibit uses that are incompatible with the residential nature of the surrounding area.*

**STAFF RECOMMENDATION:**

Approve First reading of **Ordinance #ZA2023-10-02 (D)**.

**ORDINANCE #ZA2023-10-02 (D)**

**AN ORDINANCE TO ANNEX APPROXIMATELY 0.49 ACRES OF PROPERTY LOCATED AT 508 SELLERS ROAD (PIN 339-06-03-0032), AND REQUEST TO REZONE FROM THE HORRY COUNTY RESIDENTIAL, NO MOBILE HOMES ALLOWED (SF40) DISTRICT TO THE CITY OF CONWAY LOW/MEDIUM DENSITY RESIDENTIAL DISTRICT (R-1) DISTRICT.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONWAY:**

**SECTION 1. FINDINGS:**

A petition has been submitted to the City Council of the City of Conway to annex approximately 0.49 acres of property described herein and represented on a map.

The area proposed for annexation is adjacent to the present City limits. The petition for annexation of land and declared zoning is hereby accepted by the governing body of the municipality of Conway, and made a part of the City of Conway, South Carolina, to wit:

**ALL AND SINGULAR**, those certain parcels, lots, or tracts of land in Conway Township, County and State aforesaid, containing approximately 0.49 acres of property located at 508 Sellers Road (PIN 339-06-03-0032), and request to rezone from the Horry County Residential, no mobile homes allowed (SF40) district, to the City of Conway Low/Medium-Density Residential (R-1) district.

This annexation includes all waterways, roads, and rights-of-way adjacent to the property.

For a more specific description of said property, see attached map.

**SECTION 2. APPLICATION OF ZONING ORDINANCE:**

The property is admitted as City of Conway Low/Medium Density Residential District (R-1) area under the zoning laws of the municipality.

**SECTION 3. EFFECTIVE DATE:**

The annexation is effective as of the date of the final reading of this Ordinance.

**AND BE IT FURTHER ORDAINED** that such changes shall be made on the Official Zoning Map. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

**RATIFIED BY CITY COUNCIL**, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Barbara Jo Blain-Bellamy, Mayor

\_\_\_\_\_  
Justin D. Jordan, Mayor Pro Tem

\_\_\_\_\_  
K. Autry Benton Jr., Council Member

\_\_\_\_\_  
Amanda Butler, Council Member

\_\_\_\_\_  
William M. Goldfinch IV, Council Member

\_\_\_\_\_  
Beth Helms, Council Member

\_\_\_\_\_  
Larry A. White, Council Member

\_\_\_\_\_  
ATTEST: Alicia Shelley, City Clerk

First Reading: \_\_\_\_\_

Final Reading: \_\_\_\_\_



## Legend

 PARCELS

PIN #: 339-06-03-0032

SELLERS RD



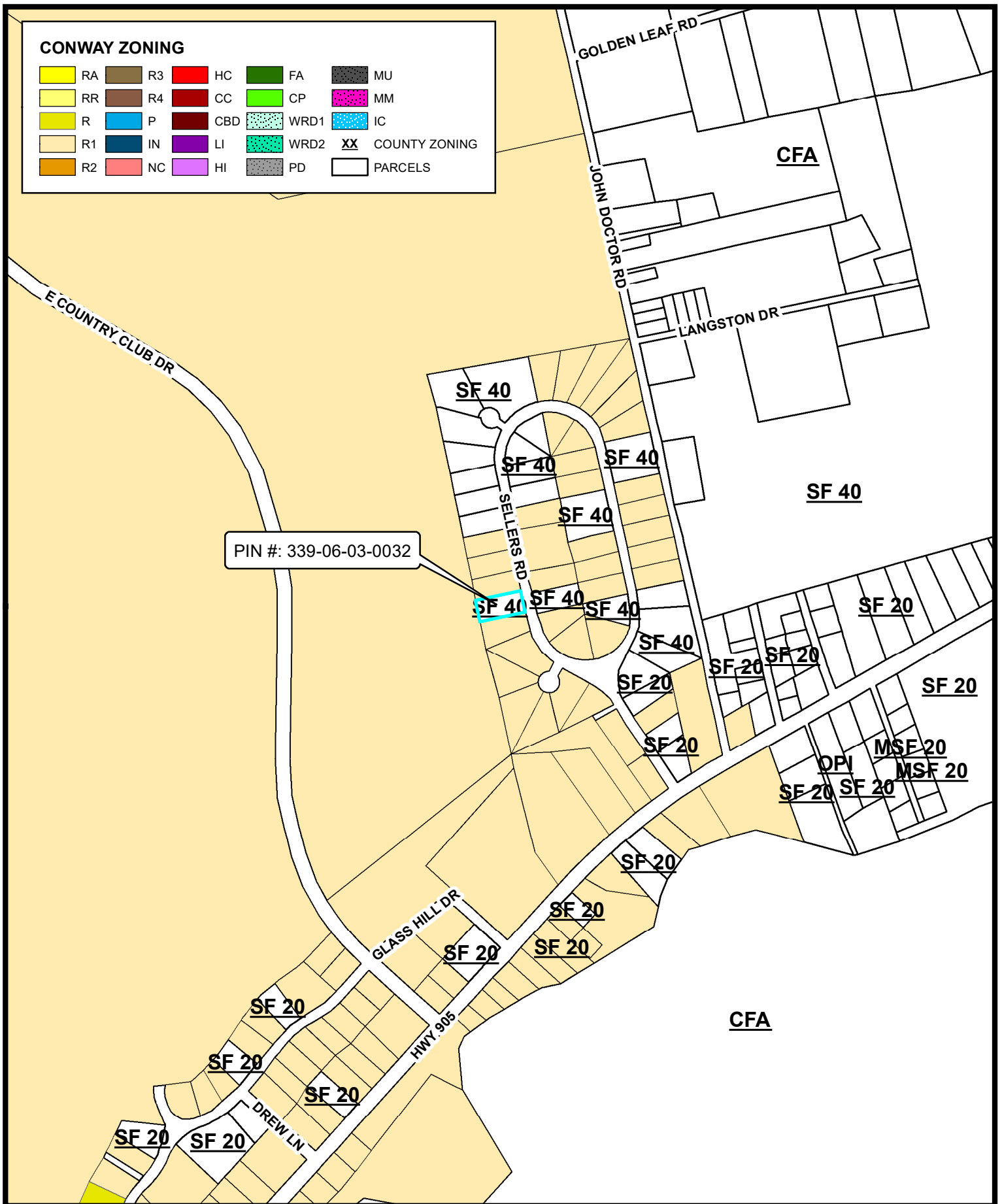


## Legend

 PARCELS



















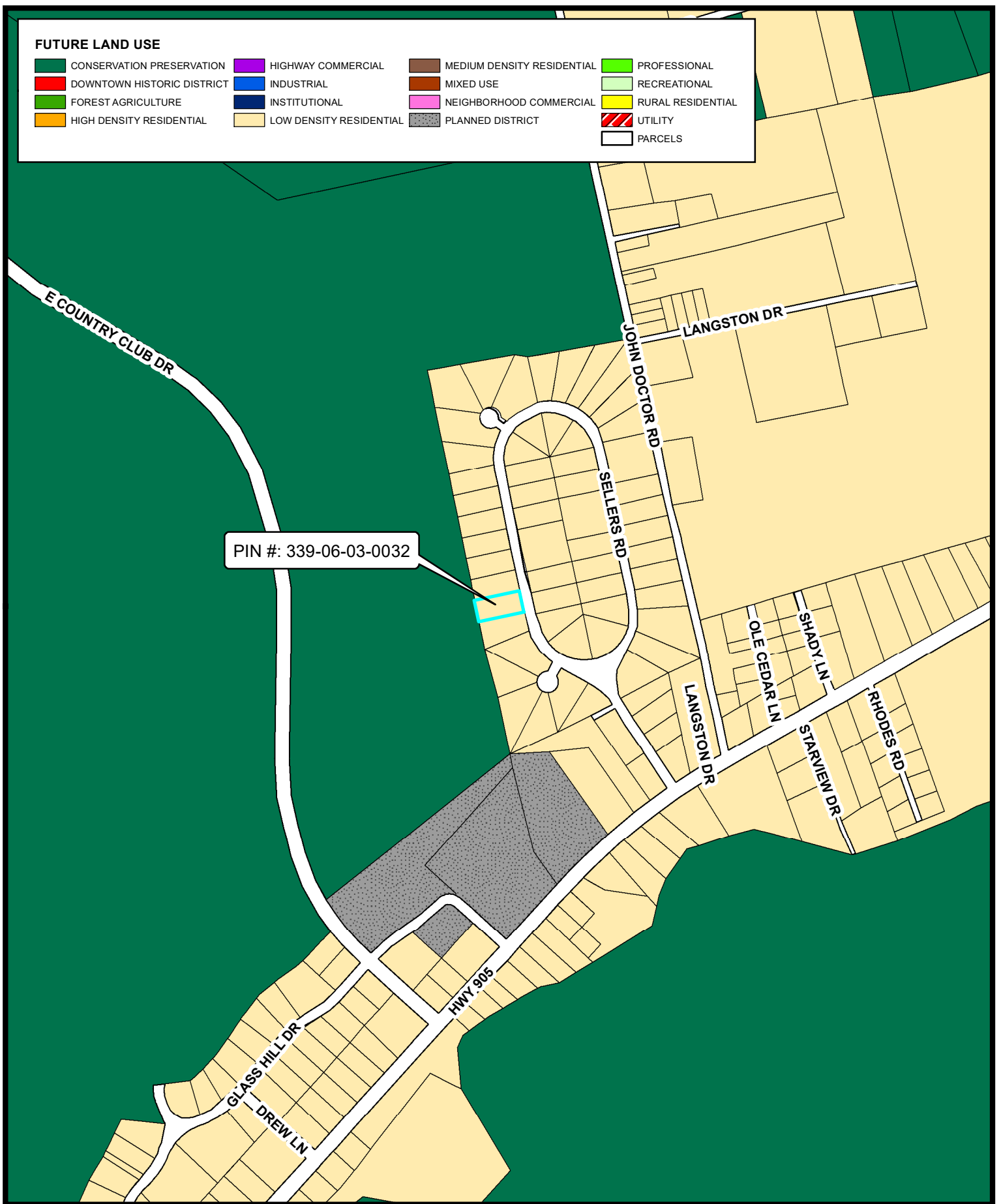




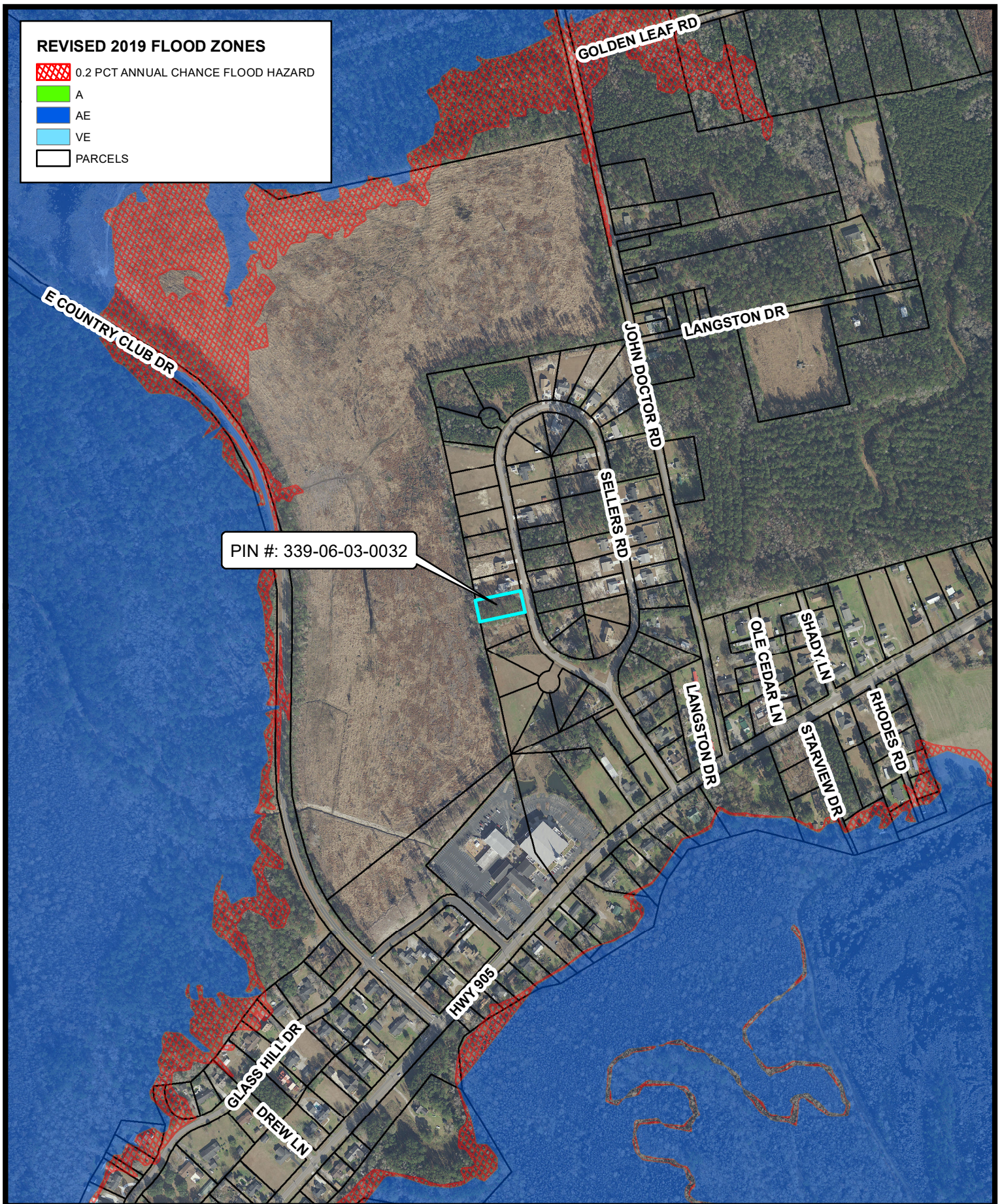


# FUTURE LAND USE

	CONSERVATION PRESERVATION		HIGHWAY COMMERCIAL		MEDIUM DENSITY RESIDENTIAL		PROFESSIONAL
	DOWNTOWN HISTORIC DISTRICT		INDUSTRIAL		MIXED USE		RECREATIONAL
	FOREST AGRICULTURE		INSTITUTIONAL		NEIGHBORHOOD COMMERCIAL		RURAL RESIDENTIAL
	HIGH DENSITY RESIDENTIAL		LOW DENSITY RESIDENTIAL		PLANNED DISTRICT		UTILITY
							PARCELS











# PETITION FOR ANNEXATION

Staff Use Only

Received: \_\_\_\_\_  
BS&A #: \_\_\_\_\_

City of Conway Planning  
Department 196 Laurel Street, 29526

Phone: (843) 488-9888  
Conway, South Carolina

[www.cityofconway.com](http://www.cityofconway.com)

## Instructions:

- Fill out all 3 pages
- Submit signed forms to City of Conway Planning Department

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

## PETITION FOR ANNEXATION

### TO THE HONORABLE MAYOR AND CITY COUNCIL OF CONWAY

WHEREAS, § 5-3-150 (3) of the Code of Laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation; and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation; and

WHEREAS, the area requesting annexation is described as follows, to wit:

NOW, THEREFORE, the undersigned petition the City Council of Conway to annex the below described area into the municipal limits of the City of Conway.

PROPERTY LOCATION/SUBDIVISION: Lot 10 Sellers Road / Langston Heights  
PIN: 339-06-03-0032 ACREAGE: 0.49  
PROPERTY ADDRESS: 508 Sellers Road Conway, SC  
PROPERTY OWNER MAILING ADDRESS: 183 Hidden Ridge Drive Monticello, NY 12701  
PROPERTY OWNER TELEPHONE NUMBER: 973-349-7390  
PROPERTY OWNER EMAIL: jligreci@gmail.com  
APPLICANT: Julie LiGreci  
APPLICANT'S EMAIL: jligreci@gmail.com

IS THE APPLICANT THE PROPERTY OWNER? CIRCLE: YES ☒

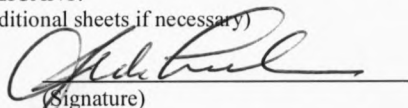
NO ☐

**IF NOT:** PLEASE INCLUDE A LETTER OF AGENCY OR POWER OF ATTORNEY FROM THE OWNER ADDING RESPONSIBILITY TO THE APPLICANT.

PROPERTY OWNERS (Attach additional sheets if necessary)

Julie LiGreci

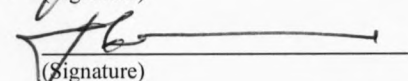
(Print)

  
(Signature)

DATE: 8/30/2023

John LiGreci

(Print)

  
(Signature)

DATE: 8/30/2023



## PETITION FOR ANNEXATION

Staff Use Only

Received: \_\_\_\_\_  
BS&A #: \_\_\_\_\_

Is there a structure on the lot: NO Structure Type: \_\_\_\_\_

Current Use: Empty Lot for future build

Are there any wetlands on the property?

CIRCLE: YES ☐ NO ☒

If yes, please include valid wetland delineation letter from army corps of engineers.

Is the property restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the permitted or proposed use of the land?

CIRCLE: YES ☐ NO ☒

If yes, please explain and provide a copy of covenant and/or restriction.

---

---

---

Is the city a party to any deed restrictions or easements existing on the property?

CIRCLE: YES ☐ NO ☒

If yes, please describe.

---

---

---

Are there any building permits in progress or pending for this property?

CIRCLE: YES ☐ NO ☒

If yes, please provide permit number and jurisdiction.

---

---

---

**FEES ARE DUE AT SUBMITTAL.**

**RI ZONING DISTRICT – NO FEE ALL OTHER ZONING DISTRICTS - \$ 250**

**PLEASE SUBMIT TO THE PLANNING & DEVELOPMENT DEPARTMENT**

**[planning@cityofconway.com](mailto:planning@cityofconway.com)**



# Zoning Map Amendment Application

Incomplete applications will not be accepted.

Staff Use Only

Received: \_\_\_\_\_  
BS&A #: \_\_\_\_\_

City of Conway Planning Department  
196 Laurel Street, 29526

Phone: (843) 488-9888  
Conway, South Carolina

[www.cityofconway.com](http://www.cityofconway.com)

## Notice

All zoning map amendments shall follow the procedures set forth in Section 13.1.7 of the City of Conway Unified Development Ordinance. Amendments to the Official Zoning Map shall be initiated by members of City Council, the Planning Commission, the Planning Director, or owner(s) of the subject property. In order to partially defray the administrative cost of zoning map amendments, the applicant shall pay a filing fee to the City of Conway in the amount of \$250.00 at the time this application is submitted. Planned Development rezonings are \$2,500.00 and Planned Development Amendments are \$500.00, and due at the time of submission. A plat of the property to be rezoned may be required with this application.

PHYSICAL ADDRESS OF PROPERTY: 508 Sellers Road FEE PAID ( ) YES ( ) NO  
AREA OF SUBJECT PROPERTY (ACREAGE): 0.49 PIN: 339-06-03-0032  
CURRENT ZONING CLASSIFICATION: Horry County SF 40  
COMPREHENSIVE PLAN 2035 FUTURE LAND USE: City of Conway R1  
REQUESTED ZONING CLASSIFICATION: \_\_\_\_\_


NAME OF PROPERTY OWNER(S):

Julie LiGreci PHONE # 9733497390  
John LiGreci PHONE # 8457012353

MAILING ADDRESS OF PROPERTY OWNER(S):

183 Hidden Ridge Drive Monticello, NY 12701  
183 Hidden Ridge Drive Monticello, NY 12701

\*\*\*\*\*  
I (we) the owner(s) do hereby certify that all information presented in this Zoning Map Amendment Application is correct.

  
PROPERTY OWNER'S SIGNATURE(S)

8-30-23  
DATE

  
PROPERTY OWNER'S SIGNATURE(S)

8-30-23  
DATE

THE APPLICANT OR A REPRESENTATIVE MUST BE PRESENT AT THE MEETING.

**DATE: SEPTEMBER 18, 2023**

**ITEM: VIII.D.**

**ISSUE:**

**First Reading of Ordinance #ZA2023-10-02 (E)**, amending *Article 6 – Design Standards*, of the City of Conway Unified Development Ordinance (UDO), regarding the building height limit in the Waccamaw Riverfront Districts one (1) and two (2).

**BACKGROUND:**

In the last few months, staff has been approached by multiple property owners and/or developers in regards to the building height limit in the Waccamaw River Districts one (WRD1) and two (WRD2).

Property owners and/or developers have shown interest in our growing riverfront and have asked staff to pursue the possibility of increasing the building height limit from 35 feet to 50 feet.

This request comes after meetings and discussions with staff on the current regulations in the Unified Development Ordinance (UDO). The discussions included the possibility of providing additional lodging, restaurants and commercial opportunities to our river front. With the restricted amount of available property along the river front owners and/or developers are required to be creative in designs and use all available space for the footprint as well as vertical options to the benefit of the project.

A large portion of properties located within the WRD 1 and 2 zoning districts are also impacted by a flood zone. These zones are restricted by federal, state and local regulations. Due to these regulations a portion of the building height is used to meet elevation/ floodproofing requirements and can take away from the usable space of the building. The City of Conway Flood Damage Prevention Ordinance requires a 2-foot freeboard above the base flood elevation when elevation is being used.

In 2021, staff presented an amendment to Council to amend the height limit in the CBD and WRD districts; however, at that time, Council chose to amend the height limit in the Central Business District (CBD) only, from 45' to 60'. However, at a recent Council workshop, staff was directed to proceed with a text amendment to increase the maximum height limit in the WRD.

All buildings in the Waccamaw Riverfront Districts, 1 and 2, will continue to be subject to review and approval from the Community Appearance Board (CAB). If the buildings are found to be out of scale, they could be rejected by the Community Appearance Board; regardless of the height limit specified in the UDO.

**PLANNING COMMISSION:**

Planning Commission held the required public hearing on the proposed amendment at their September 7, 2023 meeting, and recommended approval of the amendment. There was no public input.

**STAFF RECOMMENDATION:**

Staff recommends approval of **First Reading of Ordinance #ZA2023-10-02 (E)**.



Table 6.2: Non-Residential Zoning Districts

DIMENSIONAL REQUIREMENT	P	IN	NC	HC	CC	CBD	WRD	MU	LI	HI	FA <sub>7</sub>	CP
Minimum lot area (square feet or acres)	7,000	8,000	4,000	8,000	2,500	0	5,000	4,000	15,000	25,000	5 acres	10 Acres <sup>9</sup>
Minimum lot width(feet)	70	80	40	80	25	20	0	40	75	125	150	100
Minimum lot depth (feet)	100	100	100	100	100	0	0	100	200	200	200	200
Minimum landscaped open space	20%	20%	20%	20%	None	None	None	20%	20%	10%	20%	20%
Height, maximum (feet)	40	80	40	50/65 <sup>8</sup>	65	60	<del>35</del> 50	50	50	80	35	35
Front, minimum (feet)	20	20	20	30	BTZ <sup>1</sup>	0	54	0	30	50	100	100
Rear yard, minimum (feet)	15	15	15	20	15/0 <sup>2</sup>	0	10	0	20	50	50	100
Side yard, minimum (feet)	10	15 <sup>3</sup>	10	15	0	0	0	0	20	30	25	100
Side yard, local street minimum (feet) <sup>5</sup>	15	20	15	20	0	0	0	0	25	50	100	100
Side yard, arterial/collector minimum (feet) <sup>6</sup>	25	25	25	25	0	0	0	0	25	50	100	100

<sup>1</sup> BTZ = Build-to-Zone; see Section 6.3.6(c)-1

<sup>2</sup> 15-foot rear yard setback required adjacent to residential property or mid-block alley; otherwise none required.

<sup>3</sup> See Section 6.3.2 for IN District side yard setback requirements.

<sup>4</sup> Front setbacks in WRD district is five feet from edge of pavement or curb.

<sup>5</sup> Side yard setback for properties fronting on a local street, cul-de-sac, or alley.

<sup>6</sup> Side yard setback for properties adjacent to an arterial or collector street.

<sup>7</sup> See Section 6.2, Table 6.1 for residential dimensional requirements in FA.

<sup>8</sup> See Section 6.5.2, Gateway Corridor Overlay.

<sup>9</sup> Minimum lot size does not apply to property or portions of property that are zoned CP upon annexation or rezoning of property for the purposes of protection of environmentally sensitive areas.

## Section 6.4 – Special Use District Design Standards

### 6.4.1 Waccamaw Riverfront District (WRD)

#### B. Dimensional Requirements

The following requirements shall apply to all new buildings, uses, or development in the Waccamaw Riverfront District.

1. Minimum lot area: Five-thousand (5,000) square feet.
2. Minimum front yard: Five (5) feet from edge of pavement or curb.
3. Minimum side yard: Zero (0) feet. Minimum of twenty feet between buildings.
4. Minimum rear yard:
  - a. Ten (10) feet measured from top of bank.
  - b. Fifteen (15) feet setback when the river easement does not apply.
  - c. Twenty-five (25) feet setback is required when a river easement is required (see Section E.2).
5. Maximum height: ~~Thirty-five (35 feet)~~ **Fifty (50) feet.**
6. Flexibility in setbacks for properties adjacent to the Riverwalk may be needed to allow for creativity in site design and building placement, if approved the Planning Department. Property owners and/or developers shall be able to reduce their setbacks and distances between adjacent buildings, as to be determined on a case-by-case basis by the Planning Department.
7. No development shall be allowed in the existing rail road right-of-way.
8. Specific uses in water to be approved by the Conway City Council.

**ORDINANCE #ZA2023-10-02 (E)**

**AMENDMENT TO *ARTICLE 6 – DESIGN STANDARDS*, OF THE CITY OF CONWAY  
UNIFIED DEVELOPMENT ORDINANCE, RELATIVE TO THE BUILDING HEIGHT  
LIMIT IN THE WACCAMAW RIVERFRONT DISTRICTS, WRD1 AND WRD2**

**WHEREAS**, pursuant to Title 6, Chapter 29 of the Code of Laws of South Carolina 1976, as Amended known as the “South Carolina Local Government Comprehensive Planning Enabling Act of 1994” enabled the City of Conway to adopt the *Unified Development Ordinance (UDO)* of the City of Conway, South Carolina; and

**WHEREAS**, *Article 13, Section 13.1.7* of the City of Conway *Unified Development Ordinance (UDO)* provides that the regulations, restrictions, and boundaries set forth in said Ordinance may from time be amended, supplemented, changed, or repealed in accordance with S.C. State Code § 6-29-760; and

**WHEREAS**, the UDO contains regulations relating to Maximum Building Heights in *Article 6* of the UDO; and

**WHEREAS**, this section currently sets the maximum building height in the Waccamaw Riverfront Districts (WRD1 and WRD2) at 35 feet; and

**WHEREAS**, because of anticipated development in the WRD1 and WRD2 districts, which may require greater heights than currently permitted, an amendment to the maximum heights is required to accommodate such anticipated development; and

**WHEREAS**, allowing the greater heights would not detract from the visual and historic integrity of these districts; and

**WHEREAS**, any development in these districts will still require approval by the Community Appearance Board who would certify that the building heights are in scale with the surrounding buildings; and

**WHEREAS**, following a review by Planning Commission and the required public hearing, it was determined that the UDO should be amended relative to the building height limit in the WRD1 and WRD2 districts. Therefore, be it

**ORDAINED**, by the City Council of the City of Conway, in Council duly assembled, that the *UDO* be amended as attached hereto; and be it further

**ORDAINED**, that all ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

**EFFECTIVE DATE:** This ordinance shall become effective upon approval of final reading.

**RATIFIED BY CITY COUNCIL**, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Barbara Jo Blain-Bellamy, Mayor

\_\_\_\_\_  
Justin D. Jordan, Mayor Pro Tem

\_\_\_\_\_  
K. Autry Benton Jr., Council Member

\_\_\_\_\_  
Amanda Butler, Council Member

\_\_\_\_\_  
William M. Goldfinch IV, Council Member

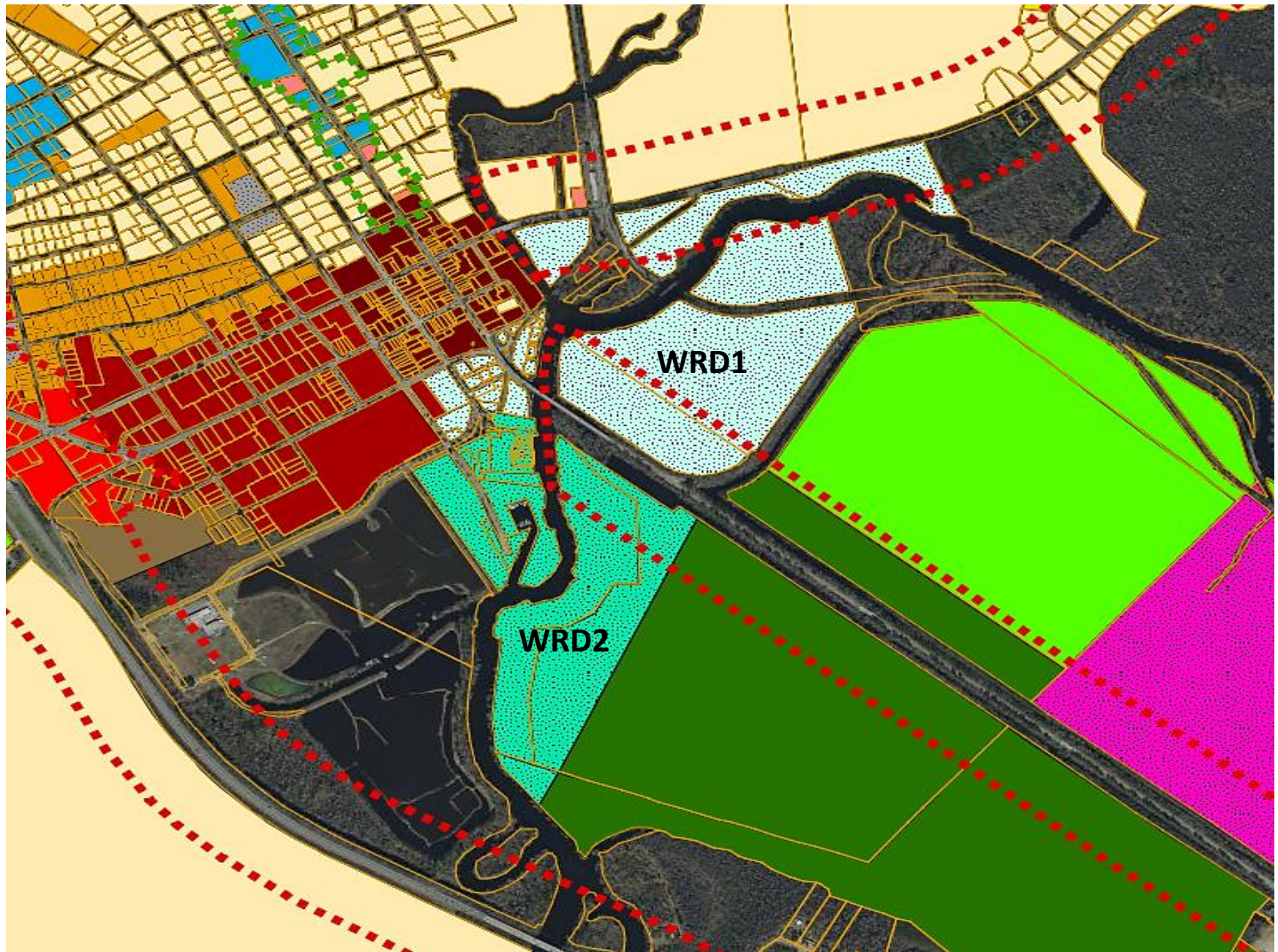
\_\_\_\_\_  
Beth Helms, Council Member

\_\_\_\_\_  
Larry A. White, Council Member

\_\_\_\_\_  
ATTEST: Alicia Shelley, City Clerk

First Reading: \_\_\_\_\_

Final Reading: \_\_\_\_\_





**DATE: SEPTEMBER 18, 2023**

**ITEM: VIII.E.**

**ISSUE:**

**First Reading of Ordinance #ZA2023-10-02 (F)**, amending to *Article 4 – Use Tables* and *Article 10 – Subdivision and Land Development*, of the City of Conway *Unified Development Ordinance (UDO)*, regarding requirements related to a Conservation Subdivision.

**BACKGROUND:**

The UDO currently allows for Single Family detached as well as Single Family attached dwellings in a Conservation Subdivision. (*Section 10.4.1, D*)

Collins Jollie is a Conservation Subdivision that was approved earlier this year. Several tracts within the Conservation Subdivision are currently in technical review. Per the Master Plan for the project, Tract G proposes to develop 175 townhomes. As currently written, the dimensional standards for a Conservation Subdivision (*Section 10.4.1, E*) requires 6,000 square feet minimum lot sizes. This minimum lot size is sufficient for Single Family *detached* but not for Single Family *attached*. If developed fee-simple, this would mean that each unit would have to have 6,000 sq. ft. of lot area and while in-common or multifamily style townhome developments could be developed, individual lots would not be possible.

In order to clarify the dimensional requirements for Single Family attached dwelling types, and rather than require one tract within the Collins Jollie Conservation Subdivision to have to rezone (which would make one tract zoned differently than the rest of the tracts, and may be inconsistent with the comprehensive plan), staff proposes adding a footnote to the Use Tables in Article 4. The Single Family attached would then have to meet the dimensional requirements of the R2 zoning district, for which they are allowed. A note will also be provided in *Section 10.4.1 (E)* of the UDO to refer to the dimensional requirements for the R2 district if single-family attached is proposed as part of the Conservation Subdivision design.

**PLANNING COMMISSION:**

Planning Commission held the required public hearing at their September 7<sup>th</sup> meeting. There was no public input. PC recommended approval of the proposed amendment, and added a condition to clarify that the standards would be applicable to duplex dwelling units and not only townhomes.

**STAFF RECOMMENDATION:**

Staff recommends approval of **First Reading of Ordinance #ZA2023-10-02 (F)**.

**ORDINANCE #ZA2023-10-02 (F)**

**AMENDING ARTICLE 4 – USE TABLES AND ARTICLE 10 – SUBDIVISION AND LAND DEVELOPMENT, OF THE CITY OF CONWAY UNIFIED DEVELOPMENT ORDINANCE (UDO), REGARDING THE REQUIREMENTS RELATED TO A CONSERVATION SUBDIVISION**

- WHEREAS,** pursuant to Title 6, Chapter 29 of the Code of Laws of South Carolina 1976, as Amended known as the “South Carolina Local Government Comprehensive Planning Enabling Act of 1994” enabled the City of Conway to adopt the *Unified Development Ordinance (UDO)* of the City of Conway, South Carolina; and
- WHEREAS,** *Article 13, Section 13.1.7* of the *UDO* provides that the regulations, restrictions, and boundaries set forth in said Ordinance may from time be amended, supplemented, changed, or repealed in accordance with S.C. State Code § 6-29-760; and
- WHEREAS,** conservation subdivisions, which provide flexibility of design to ensure preservation of open space within new residential subdivisions, have been allowed by right since 2011, with only one development to date utilizing a conservation subdivision design; and
- WHEREAS,** upon review of one of the tracts within an approved conservation subdivision master plan, staff discovered that the current dimensional standards for single-family “*attached*” development would prohibit development of fee-simple, single-family attached dwellings, as the minimum lot size for conservation subdivisions is of 6,000 sq. ft. and the minimum lot width is 60-ft.; and
- WHEREAS,** an amendment in *Article 4* and *Article 10* of the *UDO*, as attached hereto, specifying that single-family attached dwellings are to follow the dimensional standards of R-2 with regard to minimum lot size and lot width, will allow development of fee-simple lots for single-family attached dwellings as part of conservation subdivision designs;
- WHEREAS,** following a review by the Planning Commission and the required public hearing, it has been determined that the *UDO* should be amended relative to dimensional standards for single-family attached dwellings in conservation subdivision requirements. Therefore, be it
- ORDAINED,** by Conway City Council, in council duly assembled, that the *UDO* be shall be amended as attached hereto; and be it further
- ORDAINED,** that all ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.
- EFFECTIVE DATE:** This ordinance shall become effective upon approval of final reading.

**RATIFIED BY CITY COUNCIL**, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Barbara Jo Blain-Bellamy, Mayor

\_\_\_\_\_  
Justin D. Jordan, Mayor Pro Tem

\_\_\_\_\_  
K. Autry Benton Jr., Council Member

\_\_\_\_\_  
Amanda Butler, Council Member

\_\_\_\_\_  
William M. Goldfinch IV, Council Member

\_\_\_\_\_  
Beth Helms, Council Member

\_\_\_\_\_  
Larry A. White, Council Member

\_\_\_\_\_  
ATTEST: Alicia Shelley, City Clerk

First Reading: \_\_\_\_\_

Final Reading: \_\_\_\_\_

## Article 4 – Use Tables

### Section 4.2 Use Tables

A. RESIDENTIAL USES	SPECIFIC USES	R	RA	RR	R1	R2	R3	R4	Applicable Standards
Residential Dwelling Types	Duplex				C <sup>7</sup>	C	C	C	6.2.1, 6.2.2, 6.2.3 10.4.1
	Multi-Family					C	C	C	6.2.1, 6.2.2, 6.2.3 6.3.6, 6.3.7, 6.4.1
	Single-Family	P	P	P	P	P	P	P	6.2.1, 6.2.2, 6.2.3
	Townhouse				C <sup>7</sup>	C	C	C	6.2.1, 6.2.2, 6.2.3 6.3.6, 10.4.1
	Duplex-Semi-Detached					C	C	C	6.2.1, 6.2.2, 6.2.3

### 4.3 Footnotes

1. Custom Manufacturing permitted in CBD as an accessory use to a Craft Store that sells the products manufactured on site.
2. Conditional Uses listed under the Mixed Use (MU) column shall meet the requirements in Section 6.4.3.
3. Accessory uses in the Institutional (IN) Zoning District shall only be permitted when the principal use is a college or university.
4. Accessory uses in the Institutional (IN) Zoning District shall only be permitted when the principal use is a medical facility.
5. Permitted uses and conditional uses listed under the WRD column shall meet the mixed-use requirements in Section 6.4.1 if located in the WRD-1 sub-district.
6. Accessory Uses in the Core Commercial (CC) Zoning District shall only be permitted when the principal use is a permitted (P) use in the CC District.
7. Single Family attached dwellings (townhome & duplex) are permitted in the R1 zoning district only when the project is being developed as a Conservation Subdivision and meets the requirements of Section 10.4 of the UDO. Single Family attached dwellings in a Conservation Subdivision must meet the R2 dimensional requirements of Section 6.2, Table 6.1.

## Section 10.4 – Conservation Subdivisions

### 10.4.1 General Requirements for Conservation Subdivisions

#### E. Conservation Subdivision Dimensional Requirements

Dimensional Requirements	
Minimum Tract Size	20 acres
Minimum Lot Size	6,000 square feet*
Minimum Front Yard Setback	20 feet
Minimum Side Yard Setback	10 feet
Minimum Side Yard Setback, fronts on Local Street or Arterial	20 feet
Minimum Rear Yard Setback	15 feet
Minimum Lot Width	60 feet*
Maximum Height of Structure	40 feet
Minimum Access to Open Space	20 feet
Minimum Open Space Required	30% of Net Buildable Area
Maximum Development Density	Factor of 1.6 based on by-right develop capacity.

\*For single-family attached, refer to the standards contained in Section 6.2: Table 6.1 for the R-2 district.

**DATE: SEPTEMBER 18, 2023**

**ITEM: IX.A.**

**ISSUE:**

Consideration of a request for a waiver of sidewalk requirements for the proposed Parker's Kitchen to be located at the corner of Highway 501 and Four Mile Road. (PIN 326-09-03-0002 & 0003)

**BACKGROUND:**

Christopher Wall, civil engineer, has requested a waiver of sidewalk requirements for the proposed Parker's Kitchen to be located on the corner of US Hwy 501 & Four Mile Road.

*Section 7.1.2 – Complete Streets* of the Unified Development Ordinance (UDO) requires sidewalks to be constructed along the frontage of all properties abutting arterial or local non-residential streets. These sidewalks are required to be a minimum of five (5) feet in width, and a minimum of four (4) inches in thickness. Under these regulations, a 657 linear foot sidewalk would be required along US Highway 501 and a 357 linear foot sidewalk would be required along Four Mile Road.

If a property owner or developer requests a waiver of the requirement to construct a sidewalk because there is no foreseeable connectivity, the waiver is presented to City Council for consideration. In accordance with this section of the UDO, the exemption of sidewalk requirements can be granted only by City Council. Should the waiver be granted, the property owner and/or developer will be required to contribute, in lieu of the sidewalk, an amount equal to the construction cost of the required sidewalk, including any required infrastructure improvements for the sidewalk. The payment is to be used by the City to build or complete pedestrian, bikeway, and/or pathway systems.

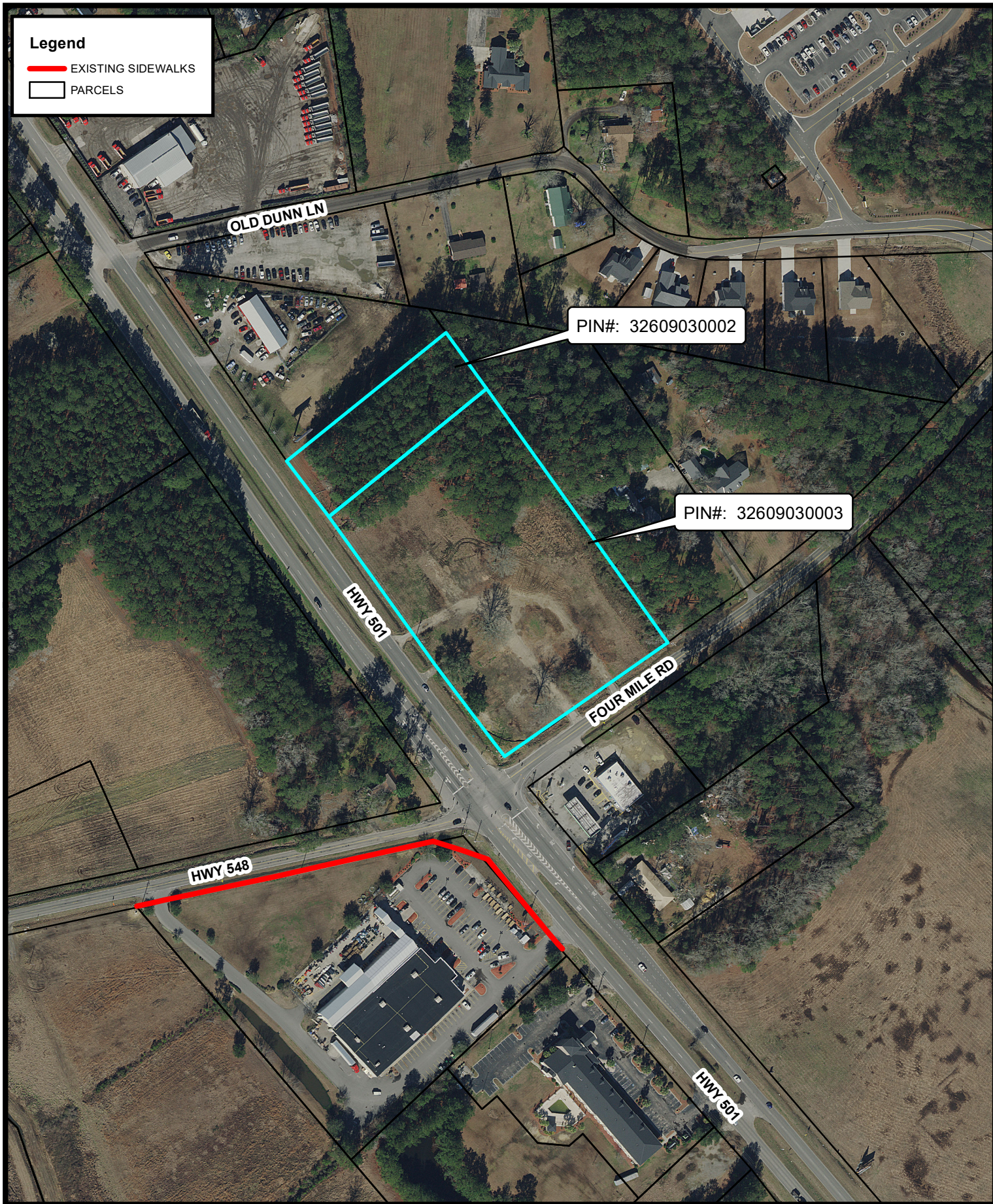
Using \$25.59 per linear foot for labor and construction, the estimate for a payment in lieu of sidewalk construction including the sidewalk, grading, and clearing, is 1,014 linear feet x \$25.59 = \$25,948.26.

The Technical Review Committee reviewed the waiver request and recommends approval.

**RECOMMENDATION:**

Review the request from the applicant for a waiver of the requirement to install sidewalks along the frontage of the property, at the corner of Hwy 501 and Four Mile Road, and advise staff if the fee in lieu of sidewalk construction in the amount of \$25,948.26 is acceptable.







## SIDEWALK WAIVER REQUEST

**Address/ PIN:**

**Project:**

Parker's Kitchen

**Contact Name:**

Christopher Wall

**Email Address/Telephone Number:**

chris.wall@hfa-ae.com 903-752-1598

**Roads / linear footage:**

U.S. 501 - approx. 657 LF  
Four Mile Rd. - approx. 357 LF

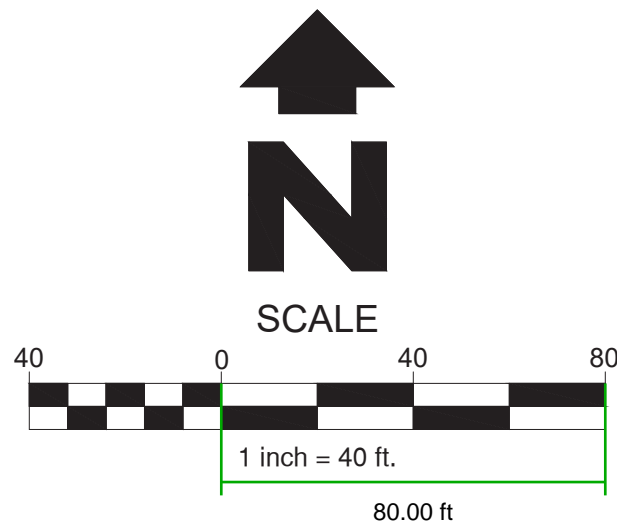
***Staff Use Only:***

Date Received: 8.30.23 Council Meeting Date: 9.18.23

BS&A case #: P23-0267



Jan19, 2023, 9:45am - User: carma.hamon  
F:\181622-30009 Parker's Kitchen - Conway, SC - Hwy 501 & Four Mile04-Design\Civil\Design\2022-12-02 CSP Rev-6\18-22-30009 Parker's Kitchen Conway, SC CSP REV 4 - Copy.dwg



**PIN# 326-09-03-0003 &  
326-09-03-0002**

PROPOSED LEGEND

- PROPERTY LINE
- ==== CURB & GUTTER
- BSL — BUILDING SETBACK LINE
- LSL — LANDSCAPE SETBACK LINE
- # PARKING COUNT

ZONING  
HC HIGHWAY COMMERCIAL

LOT SIZE  
±5.56 ACRES EXISTING  
±5.56 ACRES PROPOSED

MINIMUM BUILDING SETBACKS  
FRONT 30'  
SIDE 15'  
SIDE STREET 20'  
REAR 20'

BUILDING HEIGHT  
MAX: 50'

PARKING  
REQUIRED:  
32 SPACES  
SERVICE STATION = 2 / FUEL PUMP  
PROVIDED:  
45 AUTO SPACES  
9 TRUCK SPACES

LANDSCAPING  
REQUIRED:  
15' MIN. FRONT BUFFER (STREET)  
15' PERIMETER BUFFER ADJACENT TO RESIDENTIAL (TYPE B)  
5' PERIMETER BUFFER ADJACENT LOT (TYPE A)

\*DRIVEWAY LOCATION HAS BEEN COORDINATED WITH SCDOT  
\*DETENTION SIZE AND LOCATION HAVE NOT BEEN VERIFIED - NEED DRAINAGE ANALYSIS. CURRENT LAYOUT DESIGNED FOR ABOVE GROUND DETENTION.

HFA

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& ASSOCIATES, LTD

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Bentonville, Arkansas 72712  
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f 888.520.9685  
www.hfa-ac.com

STIPULATION FOR REUSE  
THIS DRAWING WAS PREPARED FOR USE ON  
A SPECIFIC SITE AT FOUR MILE RD  
CONWAY, SC AND IS NOT TO BE  
REPRODUCED OR USED FOR ANY  
OTHER PROJECT WITHOUT THE WRITTEN  
CONSENT OF HARRISON FRENCH  
& ASSOCIATES, LTD. DATE ON: 07/20/23  
TIME USE OF THIS DRAWING FOR  
ANY OTHER PROJECT REQUIRES THE SERVICES OF  
HARRISON FRENCH & ASSOCIATES, LTD.  
ENGINEERING REPRODUCTION OF THIS  
PROJECT IS NOT AUTHORIZED AND MAY BE  
CONSIDERED A VIOLATION OF THE  
CONTRACT TO THE LAWYER.

PARKER'S KITCHEN

W HWY 501 & FOUR MILE RD  
CONWAY, SC

PROJ NUMBER: 18-22-30009

ISSUE BLOCK		
#	TITLE	DATE
1	CSP	12/07/22
2	SKETCH PLAN	1/19/23

DOCUMENT DATE:	12/7/22
CHECKED BY:	ENH
DRAWN BY:	MAZ

CSP



**DATE: SEPTEMBER 18, 2023**  
**ITEM: IX.B.**

**ISSUE:**

Approval of Special Event Permit – CCU vs App State Broadcast and Tailgate – October 10, 2023

**BACKGROUND:**

City of Conway requests approval of a Special Event Permit for CCU vs App State Broadcast and Tailgate to be held October 10, 2023 from 5:30 p.m. to 11:00 p.m. on the Town Green.

The requests includes road closure of Laurel Street between Second Avenue and Third Avenue starting at 5:30 p.m. to 11:00 p.m. No on the street parking will be allowed beginning prior to the closing.

City of Conway is a consumption zone. There will be approximately 500 participants and 5 vendors. City of Conway will be setting up tents or other temporary structures.

City of Conway requests use of 6 pelican cans and 4 blue recycling cans. Port-a-potties will be provided.

**RECOMMENDATION:**

Approve the special event permit as presented.



RECEIVED  
9/11/2023



**For Office Use Only**  
**Permit Application**

- ☐ Approved  
☐ Disapproved  
☐ Charges required  
in the amount of \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SPECIAL EVENT PERMIT APPLICATION**

According to the Code of Ordinances of the City of Conway, it is unlawful for any person to hold, manage, conduct, aid, participate in, form, start or carry on any parade or public meeting or assembly or picketing, in or upon any public street, park or other public grounds in the city unless and until a permit to conduct such meeting, assembly, parade or picketing has been obtained. A special event application is also required for events held on private property within the city that may expect a large crowd, impact on the neighborhood and/or city services, or require other permits such as zoning, signage, etc. Charges may apply to each application. The City of Conway, at its discretion, may choose to waive any fees and charges for special events held by bonafide, non-profit organizations.

**APPLICATION FOR PERMIT MUST BE FILED WITH THE CITY ADMINISTRATOR  
NOT MORE THAN 90 DAYS AND  
NOT LESS THAN 30 DAYS IN ADVANCE OF THE PROPOSED ACTIVITY.**

Name of the event: App State  
CCU vs. ~~NC State~~ Broadcast and Tailgate

Name of permit holder: City of Conway

Address of permit holder: 229 Main Street

City: Conway State: SC Zip: 29526

Telephone number of permit holder: 8432481760 Cell \_\_\_\_\_

Are you conducting the activity on behalf of an organization? ☒ Yes ☐ No

Is your organization a non-profit 501(c)(3) organization? ☐ Yes ☒ No

Name of organization: \_\_\_\_\_

Address of organization: \_\_\_\_\_

Telephone number of organization: \_\_\_\_\_

What is the purpose of the activity? The City will broadcast the CCU vs. App State football game on the Town Green. Prior to the game, we will invite fans to tailgate in the parking areas adjacent to the Town Green. Laurel will be closed between 2nd and 3rd beginning at 5:30 pm.

What is the proposed date(s) of the activity? October 10, 2023

What are the proposed times of the activity? 5:30 pm - 11 pm - the game starts at 7:30 pm

What are the plans for the event? Inflatable screen will be erected on the Town Green and the game will be shown on the screen. We will invite fans from around the City including the University to attend. We will work with adjoining businesses and groups with an interest to attend. Food trucks may be included. A consumption zone is requested encompassing CBD and WRD1 zoning districts.

What is the location or route of the activity? (Please attach any necessary route maps.) \_\_\_\_\_

See attached.

**If you are conducting a parade, please attach a map showing the route with the portion of the street(s) and/or sidewalk(s) to be utilized clearly marked.**

List any streets which may need to be closed, including specific dates and times of closing and re-opening:

Laurel Street between 2nd and 3rd beginning at 5:30pm and concluding at 11pm. No on street parking will be allowed beginning prior to the closing.

What is the approximate number of participants? 500

What is the approximate number of vendors? 5

**BUSINESS LICENSE REQUIREMENTS:** *Any vendors at this event who do not have 501(c)(3) nonprofit status are required to purchase a business license.*

Will there be any vehicles, water craft, equipment or animals used for the event? ☒ Yes ☐ No  
If yes, please explain: As described above

Are you requesting any road blockades? (charges may apply) ☒ Yes ☐ No  
If yes, please attach a map showing the locations of any road blockades.

Are you requesting any police assistance? (charges may apply) ☐ Yes ☒ No

Are you requesting to set up tents or temporary structures? (charges may apply) ☒ Yes ☐ No  
If yes, please attach a drawing showing the locations and sizes of all auxiliary structures.

Are you requesting any fire/medical standby assistance? (charges may apply) ☐ Yes ☒ No

Will supplementary utility services such as power and water be used in addition to what is available in the area? If yes, describe in detail the specific utilities and location. Any additional utilities must be provided by the applicant. ☒ Yes ☐ No  
Power will be pulled for the screen, projector and amplified sound.

Have you requested or obtained a permit from any other jurisdiction (city or county) within which the activity shall commence, terminate or occur in part? ☐ Yes ☒ No

How do you plan to remove garbage? We request 6 green pelicans and 4 blue recycling

Will existing restroom facilities be adequate? ☐ Yes ☒ No  
If not, describe plans to augment available sanitary facilities: We will bring in portables.

Please include any additional information that may be useful: We are requesting a consumption zone that includes all of the CBD and WRD1 zoning districts to allow businesses to sell beer or wine at their premises, to be consumed at the event. This will help businesses capitalize on the event.

Does any of the following apply to the proposed activity: ☐ Alcohol Sales ☐ Fireworks Display  
☒ Other (live band, loudspeakers, sound amplifiers, etc.). Please specify. The game will be broadcast both visually and audibly.



***If your event is to be held on property not owned by the sponsoring organization, the property owner must complete the following:***

**PROPERTY OWNER PERMISSION LETTER**

I (we), being the property owner of SELF (address),  
give permission for \_\_\_\_\_ to hold a special event on  
my/our property.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Witness Name

\_\_\_\_\_  
Telephone Number

.....  
**INSURANCE REQUIREMENTS FOR SPECIAL EVENTS HELD ON CITY PROPERTY**

The applicant shall submit a Certificate of Insurance verifying the following minimum coverage and specifically identifying the City of Conway as an additional insured. **Your permit will not be issued if the Certificate of Insurance has not been received prior to event. The City of Conway must be listed as the "Certificate Holder" on the Certificate of Insurance.**

Each Occurrence	1,000,000
Personal Injury	1,000,000
General Aggregate	2,000,000

.....  
Application completed by:

Contact No.:

Date:

\_\_\_\_\_  
Special events permits are granted in accordance with the City of Conway Code of Ordinances and in no way imply assumption of liability by the City of Conway. Your organization is fully responsible for complying with all applicable laws and safety procedures. A permit does not authorize you to enter upon private property or to, in any way, hinder or obstruct pedestrian or vehicular traffic. The City of Conway reserves the right to modify the conditions of this permit or to cancel it entirely if it is deemed appropriate.

Please return completed permit application to:

Conway City Administrator  
Attn: Special Event Permits  
P.O. Drawer 1075  
Conway, SC 29528-1075

**[FOR OFFICE USE ONLY]**

Special Event: \_\_\_\_\_ Date(s) \_\_\_\_\_

Sponsoring Organization: \_\_\_\_\_

Application completed by: \_\_\_\_\_

Contact No.: \_\_\_\_\_

Date: \_\_\_\_\_

☐ Recommend approval ☐ Recommend disapproval

Police Department

Date

Fees or charges associated with this event: \_\_\_\_\_

Special Conditions/Comments: \_\_\_\_\_

Police Officers

\$40.00/hour per officer

☐ Recommend approval ☐ Recommend disapproval

Fire Department

Date

Fees or charges associated with this event: \_\_\_\_\_

Special Conditions/Comments: \_\_\_\_\_

Fire Inspector/Fire-Rescue Officers

\$40.00/hour per officer

☐ Recommend approval ☐ Recommend disapproval

Public Works Department

Date

Fees or charges associated with this event: \_\_\_\_\_

Special Conditions/Comments: \_\_\_\_\_

Residential & Non Residential Street Closure

Barricades

\$20.00 each

Public Works Employee

\$25.00/hour per employee



<input type="checkbox"/> Recommend approval <input type="checkbox"/> Recommend disapproval	
Parks & Rec. Department _____	Date _____
Fees or charges associated with this event: _____	
Special Conditions/Comments: _____	
_____	
_____	
Parks & Rec. Employee	\$25.00/hour per employee

<input type="checkbox"/> Recommend approval <input type="checkbox"/> Recommend disapproval	
Planning Department _____	Date _____
Special Conditions/Comments: _____	
_____	
_____	

<input type="checkbox"/> License(s) obtained for _____ vendor(s) <input type="checkbox"/> License(s) not required	
Has liability insurance listing the City of Conway as additional insured been secured? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Business License Department _____	Date _____
Special Conditions/Comments: _____	
_____	
_____	

**RELEASE AND INDEMNIFICATION AGREEMENT**  
**City of Conway**

***THIS IS A RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT. THE SPECIAL EVENTS HOLDER MUST READ CAREFULLY BEFORE SIGNING.***

In consideration for being permitted to engage in the following special event on City of Conway property:

N/A

Special Event Holder hereby acknowledges, represents, and agrees as follows:

- A. We understand that activities associated with the above-described special event are or may be dangerous and do or may involve risks of injury, loss, or damage to us and/or to third parties. We further acknowledge that such risks may include but are not limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

\_\_\_\_\_  
(Special Event Holder initial here)

- B. If required by this paragraph, we agree to require each participant in our special event to execute a release and indemnification agreement for ourselves and for City of Conway on a form approved by the City of Conway.

\_\_\_\_\_  
(Special Event Holder initial here)

- C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to the City of Conway, for the duration of the above referenced event.

\_\_\_\_\_  
(Special Event Holder initial here)

- D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risks of injury, loss, or damage to us or to any related third party, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Conway, its officers, its employees, or by any other cause.

\_\_\_\_\_  
(Special Event Holder initial here)

- E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release, and discharge the City of Conway, its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage to us or to any third party, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Conway, its officers, its employees, or by any other cause.

\_\_\_\_\_  
(Special Event Holder initial here)



F. We further agree to defend, indemnify and hold harmless the City of Conway, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, court costs, and attorneys' fees, including those arising from any third party claim asserted against the City of Conway, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above-described activities, whether or not caused by our act, omission, negligence, or other fault, or by the act, omission, negligence, or other fault of the City of Conway, its officers, its employees, or by any other cause.

\_\_\_\_\_ (Special Event Holder initial here)

G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said agreement extends to all acts, omissions, negligence, or other fault of the City of Conway, its officers, and/or its employees, and that said agreement is intended to be as broad and inclusive as is permitted by the laws of the State of South Carolina. If any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

\_\_\_\_\_ (Special Event Holder initial here)

H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of South Carolina, and that jurisdiction and venue for any suit or cause of action under this agreement shall lie in the courts.

\_\_\_\_\_ (Special Event Holder initial here)

I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable Special Event, shall continue in full force until our responsibilities hereunder are fully discharged, and shall be binding upon us, our successors, representatives, heirs, executors, assigns, and transferees.

\_\_\_\_\_ (Special Event Holder initial here)

**IN WITNESS THEREOF**, this **RELEASE AND INDEMNIFICATION AGREEMENT** is executed by the Special Event Holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Event Holder hereto.

**PRINTED NAME OF SPECIAL EVENT PERMIT HOLDER:**

\_\_\_\_\_

**PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS HOLDER:**

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**FACILITY USE AGREEMENT AND RELEASE/INDEMNIFICATION**  
**City of Conway**

A. In consideration for being permitted to use the facilities of the City of Conway, \_\_\_\_\_

(hereinafter "Applicant") agrees to indemnify and hold harmless, City of Conway its officers, employees, insurers, and SCMIT/SCMIRF Insurance Programs, from and against all liability, claims, and demands, which are incurred, made, or brought by any person or entity, on account of damage, loss, or injury, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the facilities, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City of Conway, its officers, or its employees, or from any other cause whatsoever.

B. By signing below, Applicant agrees that, in the event of any damage, loss, or injury to the facilities or to any property or equipment therein, the City of Conway may require reimbursement for the full amount of such damage, loss, or injury and all costs associated therewith upon billing by City of Conway.

C. In addition, in consideration for being permitting to use the facilities, Applicant, on behalf of itself, and its officers, employees, members, and invitees, hereby expressly exempts and releases the City of Conway, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, or death, that Applicant may incur as a result of such use, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City of Conway, its officers, or its employees, or from any other cause whatsoever.

\_\_\_\_\_  
**NAME OF PERSON/ORGANIZATION**

\_\_\_\_\_  
**SIGNATURE OF PERSON/ORGANIZATION REPRESENTATIVE**

\_\_\_\_\_  
**DATE**



