

PLANNING & DEVELOPMENT PLANNING COMMISSION MEETING AGENDA

Thursday, January 4, 2024 | 5:30 p.m.
Planning & Building Dept. Conference Room – 196 Laurel Street

- I. CALL TO ORDER 5:30 p.m.
- II. ELECTION OF OFFICERS
- III. MINUTES
 - **A.** Approval of November 27, 2023 Planning Commission Meeting Minutes
- IV. PUBLIC INPUT
- V. SUBDIVISIONS
 - **A.** Mills Pointe (PIN's 368-01-01-0009 & 368-01-01-0013) requesting preliminary plan approval.

VI. PUBLIC HEARINGS

A. ANNEXATION & REZONING / FUTURE LAND USE MAP AMENDMENT REQUEST(S)

- 1. Request to annex approximately 8.96 acres of property located at/near the intersection of Hwy 501 (Church St) and Mill Pond Rd (PIN 338-10-01-0015), and rezone from the Horry County Highway Commercial (HC) district to the City of Conway Highway Commercial (HC) district.
- 2. Request to amend the City's Future Land Use Map (FLUM) of the City of Conway Comprehensive Plan (2035), relative to property located at/near the intersection of Hwy 501 (Church St) & Mill Pond Rd (PIN 338-10-01-0015), consisting of approx. 8.96 acres, from the Conservation Preservation (CP) district to the Highway Commercial (HC) and Conservation Preservation (CP) districts.
- 3. *PREVIOUSLY DEFERRED* ...Request to annex and/or rezone approximately 486 +/- acres of property, located at or near the corner of HWY 378 & Juniper Bay Rd, HWY 378 & Airport Rd, Hwy 378 & Dayton Dr., and on Dunn Shortcut Rd (PIN's 336-00-00-0043, -0044, -0045, 336-13-04-0006, 336-14-04-0011, 336-15-03-0003, 337-00-00-0009, -0011, -0012, 337-08-01-0004, 370-00-00-0011, and 370-04-01-0004), and rezone from the Horry County Commercial Forest Agriculture (CFA), Horry County Highway Commercial (HC), Horry County Residential, no mobile homes allowed (SF40), the City of Conway Heavy Industrial (HI), City of Conway Low/Medium-Density Residential (R-1), and City of Conway High-Density Residential (R-3) districts to the City of Conway Planned Development (PD) district.



B. LAND DEVELOPMENT AGREEMENT(S)

1. *PREVIOUSLY DEFERRED* ...Proposed Development Agreement by Lennar Carolinas, LLC and Thomas & Hutton, for proposed development of property located on Hwy 378 & Juniper Bay Rd, Hwy 378 & Airport Rd, Hwy 378 & Dayton Dr., and Dunn Shortcut Rd, to be known as the Tributary Planned Development (PD), and consisting of approximately 486 +/- acres (PIN #'s 336-00-00-0043, -0044, -0045, 336-13-04-0006, 336-14-04-0011, 336-15-03-0003, 337-00-00-0009, -0011, -0012, 337-08-01-0004, 370-00-00-0011, and 370-04-01-0004).

C. REZONING REQUEST(S) / FUTURE LAND USE MAP AMENDMENT(S)

- 1. *REQUESTING DEFERRAL*...Request to rezone approximately 0.24 acres of property located at 610 Main Street (PIN 338-13-02-0035) from the Low/Medium-Density Residential (R-1) district to the Professional (P) district.
- 2. **DEFERRED**...Request to amend the City's Future Land Use Map (FLUM) of the City of Conway Comprehensive Plan (2035), relative to property located at 610 Main Street (PIN 338-13-02-0035), consisting of approx. 0.24 acres, from the Low/Medium-Density Residential (R-1) district to the Professional (P) district.

VII. BOARD INPUT

VIII. STAFF INPUT

IX. UPCOMING MEETINGS

<u>MEETING</u>	DATE	TIME	LOCATION	ADDRESS
City Council	January 16, 2023	4:00 p.m.	City Hall	229 Main St.
Community Appearance Board (CAB)	January 10, 2024	4:00 p.m.	Planning & Building Dept. Conference Room	196 Laurel St.
Community Appearance Board (CAB)	January 24, 2024	4:00 p.m.	Planning & Building Dept. Conference Room	196 Laurel St.
Board of Zoning Appeals (BZA)	January 25, 2024	5:30 p.m.	Planning & Building Dept. Conference Room	196 Laurel St.

X. ADJOURNMENT

CITY OF CONWAY

PLANNING COMMISSION SPECIAL MEETING THURSDAY NOVEMBER 27, 2023

THURSDAY, NOVEMBER 27, 2023 Planning & Building Dept. Conference Room – 196 Laurel Street

Present: Danny Hardee, Kendall Brown, David Sligh, Jessica Wise, Julie Hardwick, Samantha Miller,

Ellen Watkins, George Ulrich

Absent: Brian O'Neil

Staff: Jessica Hucks, Planning Director; Brent Gerald, Planner; Katie Dennis, Planning Concierge;

Charlie Crosby, IT; Anne Bessant, Planning Assistant

Others: John Campbell, McKenzie Jordan, David Schwerd, Veronica Thomas, Greg Bryson, Emma

Howes, Dennis Powell, Tasha Middleton, Emma Middleton, Gregory Bratcher, Scott Withington, Charlie Jordan, Jordan Hadwin, Marilyn Stalvey, Jeff Horrington, Tim Kirwan, Chris Sansbury, Vanessa Mortara Max Mortara, Tommy Wade, Perry White, Edward Cutts, Janice Cutts Randall Johnson, Nathan Pound, Connie Wilson, Dottie Jean Bessent Hardwick, Susan Deane, Betsy Fruhling, Kathy Wade, Bruce Robinson, Tom Danielson, Clint Richardson Walter Warren,

& others

I. CALL TO ORDER

Vice Chairperson Wise called the meeting to order at approximately 5:30 pm.

II. APPROVAL OF MINUTES

Sligh made a motion, seconded by Hardwick to approve the October 5, 2023 minutes as written. The vote in favor was unanimous. The motion carried.

III. PUBLIC INPUT

There was no public input.

Wise made a motion, seconded by Sligh, to close public input. Motion carried unanimously.

IV. PUBLIC HEARINGS

A. ANNEXATION/REZONING REQUEST(S)

1. Request to annex approximately 9.24 acres of property located at 2325 Hwy 501 East (PIN 383-11-01-0004), and rezone from the Horry County Highway Commercial (HC) district to the City of Conway Highway Commercial (HC) district.

Hucks stated that on November 2nd, the applicant submitted an annexation and rezoning application for the subject property, located at 2325 Hwy 501 East. The property is currently in Horry County's jurisdiction, zoned Highway Commercial (HC). The property is currently being use for an automobile

dealership. Until the applicant submitted the annexation application, there had not been restrictive covenants on file for this property; however, there are now recorded restrictive covenants on file, as of November 3, 2023.

The applicant is being required to request annexation from the Public Utilities Dept., as they need to tap into the City's water main to set a fire hydrant, and this is considered an extension of service. The plans have been in review at Horry County Code Enforcement for several months, as this issue of requiring annexation has been ongoing during the county's review process.

The site has undergone several site improvements over the past decade, including additions, sign installations or replacements, and stormwater as a result of new structures. In 2016, they were issued a permit from Horry County for an addition valued at \$1.7 million.

Per Section 3.2.10 of the UDO, the intent of the (City of Conway) 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.

The two properties that are located on each side of the subject property are zoned City of Conway Highway Commercial (HC). The future land use map of the *Comprehensive Plan* also identifies the subject property as Highway Commercial (HC).

Staff recommends that Planning Commission give a thorough review of the request and make an informed recommendation to City Council.

Bruce Robinson, G3 Engineering, was present to answer any questions. Jordan Hadwin, owner, further explained the request.

There was no public input.

Wise made a motion, seconded by Ulrich, to close public input. Motion carried unanimously.

Sligh made a motion to recommend approval of the request to City Council as presented. Ulrich seconded the motion and the motion carried unanimously.

2. *PREVIOUSLY DEFERRED* ...Request to annex and/or rezone approximately 486 +/- acres of property, located at or near the corner of HWY 378 & Juniper Bay Rd, Dayton Drive, and on Dunn Shortcut Rd (PIN's 336-00-00-0043, -0044, -0045, 336-13-04-0006, 336-14-04-0011, 336-15-03-0003, 337-00-00-0009, -0011, -0012, 337-08-01-0004, 370-00-00-0011, and 370-04-01-0004), and rezone from the Horry County Commercial Forest Agriculture (CFA), Horry County Highway Commercial (HC), Horry County Residential, no mobile homes allowed (SF40), the City of Conway Heavy Industrial (HI), City of Conway Low/Medium-Density Residential (R-1), and City of Conway High-Density Residential (R-3) districts to the City of Conway Planned Development (PD) district.

Hucks stated the applicant is seeking to annex and/or rezone the aforementioned properties for the purposes of developing as a Planned Development (PD). Also proposed is a Development Agreement for the subject property.

Per the applicant's submittal, the planned development envisions a mixed-use community consisting of differing types and styles of single-family homes and a variety of commercial uses to meet the needs of the existing and future residents of Conway. The development will be accessed from Hwy 378, Juniper Bay Rd, Dunn Shortcut Rd, Stalvey Rd, and Dayton Dr.

The proposed PD will also be bound by a Development Agreement; the details of which was provided in the meeting packet.

Per the most recent master plan submitted, the proposed density was 1,459 units. However, there are a couple of tracts within the master plan that are "flex tracts", which could contain multifamily uses instead of commercial, bringing the maximum density to 1,767 units. Refer to the table provided in the narrative for density proposed for each tract within the PD. With the exception of these flex tracts, the residential will consist of single-family detached, single-family semi-attached, and townhouses.

There are no flood zones within the project area (that have been identified). There are approximately 59 acres of wetlands identified on the Open Space Master Plan.

Current Zoning of properties currently in the county's jurisdiction include: Commercial Forest Agriculture (CFA), Highway Commercial (HC), and Residential, no mobile homes allowed (SF40).

Refer to the November 27, 2023 PC packet for additional information regarding the county zoning districts and intent statements.

The requested zoning designation upon annexation is (City of Conway) Planned Development (PD) District.

This project is within the City's utility service area.

The City's Future Land Use Map identifies these properties as the following:

PIN's 336-00-00-0043, -0044, -0045, and 370-00-00-0011: identified as *Industrial* on the future land use map. The future land use map does not distinguish between Light and Heavy Industrial.

PIN's 336-13-04-0006, 336-15-03-0003, 336-14-04-0011, and 370-04-01-0004: identified as *Highway Commercial (HC)* on the future land use map.

PIN's 337-00-00-0009, -0012, and 337-08-01-0004: identified as *Low-Density Residential* on the future land use map.

PIN 337-00-00-011 is identified as *High-Density Residential* on the future land use map.

Refer to the Nov. 27, 2023 PC packet for additional information regarding future land use designations.

Proposed (design) Modifications from Design Standards (Section 5 of Narrative) included (as of 11.27.23):

- 1. Landscape buffers to not be required between commercial uses.
- 2. Where multipurpose trails are proposed in landscape buffers, buffer widths to be reduced to a Type A (5' width) buffer.
- 3. Minimum block lengths to be 270' (v. the standard of 400')

- 4. Landscape buffers on the F-2 tract to meet the Type A (5') buffer requirements on side and rear property lines.
- 5. To exempt sidewalk and pathway requirements on the perimeter of the PD (*i.e.* portions of tracts that abut Hwy 378, Juniper Bay Rd, Dunn Shortcut Rd, Airport Rd, and Dayton Dr.).
- 6. Streets to be designed and constructed per the Street Cross Section exhibits provided in the narrative (attached).
- 7. Up to 50% of garages facing the street on single-family detached and duplex semi-attached units shall be eligible to protrude more than 10' past the front façade. In such instances, garage faces shall have decorative design treatments to minimize their appearance.

One deviation that was not mentioned above is the interconnectivity requirements between developments. Tract R-4 abuts the existing Macala Acres subdivision. The UDO would typically require that a stub-out be provided to connect to future development. In this case, when Macala Acres was platted, there was property platted as future access on the Final Plat for Phase 3 of Macala Acres. This can be found between lots 87 and 88 on the plat, recorded in Plat Book 222 at Page 187 (copy of plat attached). The applicant has shown a stub out to be provided on Tract R-4. This does not achieve the required connection, and the residents of Macala Acres do not wish to have the connection made. At the time of the plat approval for this phase of Macala Acres, it is unclear whether the requirement to install the stub-out would have been required, or reserving access only. The current requirements dictate that a stub-out be provided for future connection, or that the connection be made if a stub-out on the adjoining property or access has been set aside, if recommended by the Technical Review Committee.

Planning Commission will need to decide if the connection should be installed, on both sides (R-4 tract and Macala Acres access), whether the stub-out should be provided only on the R-4 tract, or whether the connection can be omitted entirely.

Staff recommended holding the required public hearing on the requests, and that following the public hearing, Planning Commission thoroughly review the applicants requests and make an informed recommendation to City Council.

Walter Warren, Thomas & Hutton, was present and further explained the request.

The board, application, and staff discussed the request at length. The following people spoke during the public hearing on the request:

Tommy Wade, Tiny Wilson, Tim Kirwin, Tasha Middleton, Dottie Jean Hardwick, Greg Bratcher, Barry White, Matthew Galloway, Randy Johnson, and Greg Bryson spoke during public input with concerns of traffic congestion and safety, infrastructure issues, and the potential for flooding.

Sligh made a motion, seconded by Ulrich, to close public input. Motion carried unanimously.

After much discussion, Ulrich made a motion to defer the request to schedule a workshop with applicant. Wise seconded the motion and the motion carried unanimously.

B. LAND DEVELOPMENT AGREEMENT(S)

1. **PREVIOUSLY DEFERRED** ... Proposed Development Agreement by Lennar Carolinas, LLC and Thomas & Hutton, for proposed development of property located on Highway 378, Juniper

Bay Rd, and Dunn Shortcut Rd, to be known as the Tributary Planned Development (PD), and consisting of approximately 486 +/- acres (PIN #'s 336-00-00-0043, -0044, -0045, 336-13-04-0006, 336-14-04-0011, 336-15-03-0003, 337-00-00-009, -0011, -0012, 337-08-01-0004, 370-00-00-0011, and 370-04-01-0004).

Hucks stated that 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).

The Tributary development agreement is proposed to be for a period of 10 years, and the subject property contains 250 acres +/- of highland.

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)).

Some items that will be considered by Council, to be contained within the development agreement include:

- The required offsite improvements (*i.e.* traffic improvements)
- Access through the city shop complex (*i.e.* land swap)
- City Park acreage
- Installation of trail system / connection
- Possible enhancement fees

A draft of the proposed development agreement was included in the meeting packet.

The property is within the County's Airport Environs Overlay Zone. This overlay, per the County's Zoning Ordinance, exists to ensure current operations and future expansions of the County's publicly-owned and operated aviation facilities are not hindered by encroachment of structures or objects into required aircraft approach paths or airspace.

Pages from the County's zoning ordinance relating to the overlay zone were included in the packet.

Additionally, SC Code of Laws, Title 55, Ch. 13 – Protection of Airports and Airport Property, states the following:

• Land use decisions by county and municipal governments and local agencies shall take into account the presence of airport land use zones and airport safety zones and consult with the division, when possible, prior to making land use decisions within airport land use zones and airport safety zones. If the division provides comments, within 30 days, the governmental body must respond substantively in writing to each comment, separately stated before the issuance of the permit or approval. If the division believes the proposed project may have a substantial impact on aviation safety, create an imminent or foreseeable hazard to aviation safety, or result in a nuisance or an incompatible land use, the division may seek relief, including enjoining the activity or abatement of the condition giving rise to the division's comments.

While the City does not currently have an airport overlay adopted for this area, because there is state law addressing the issue, state law will take precedence. Below is a link that will provide additional details about compatible land uses near airports; in this case, the Conway Airport on Hwy 378, which is under the purview of the Horry County Division of Airports.

Staff held a meeting with the applicants after to the scheduled PC meeting on Nov. 2nd (which was canceled due to lack of a quorum), in which the applicants are requesting revisions to their previously submitted PD that include deviations from the City's Design Standards. A revised PD narrative was submitted on November 16th.

Staff recommended holding the required public hearing on the requests, and following the public hearing, that Planning Commission thoroughly review the applicants requests and make an informed recommendation to City Council.

There was no public input.

Wise made a motion, seconded by Brown, to close public input. Motion carried unanimously.

Wise made a motion to defer the request to schedule a workshop with applicant. Hardwick seconded the motion and the motion carried unanimously.

C. REZONING REQUEST(S)

- 1. **WITHDRAWN** ...Request to rezone approximately 4.2 acres of property located at **1520 Grainger Rd** (PIN 368-01-02-0027) from the Low/Medium-Density Residential (R-1) district to a Planned Development (PD) district.
- 2. Request to rezone approximately 1.84 acres of property located at/near the corner of Medlen Parkway & Oak Street (PIN 338-02-01-0038) from City of Conway Neighborhood Commercial (NC) to Medium Density Residential (R-2).

Hucks stated that the applicant submitted a rezoning application for the subject property, located on Medlen Parkway, at the intersection with Oak Street. The property is currently zoned Neighborhood Commercial (NC), and is currently vacant. The application to rezone does not specify the proposed use

of the property; however, anything permitted in the R-2 district would be permitted if the rezoning request is granted if the proposed use can comply with the requirements/conditions for such use.

The current zoning of the property is Neighborhood Commercial (NC). The requested zoning was Medium-Density Residential (R-2). Definitions / intent statements of both districts were included in the PC packet.

The subject property abuts property that is currently vacant, but has been previously identified as future phases of the Elmhurst subdivision (phases 5, 6). Also abutting the subject property is the existing North Oaks Apartments development, which fronts on Oak Street. Both of these properties are zoned R-2.

On the other side of Medlen Parkway is the Midtown Village subdivision and the newer Midtown Oaks subdivision; both of which are zoned R-3 (high-density residential). On the other side of Oak Street is the Kingston Bay subdivision, zoned R-2.

The future land use map of the Comprehensive Plan identifies the subject property as Conservation Preservation (CP), likely due to the fact that almost, if not all, of the parcel is within the AE flood zone, with a portion in a floodway, which will require that any structure(s) constructed on the property be elevated to the established base flood elevation (BFE) per the latest FIRM maps, and NO land disturbance can occur in a floodway without a No Rise Certification being issued. Definition / intent statement of the CP district was included in the PC packet.

Staff recommended that Planning Commission give a thorough review of the request and make an informed recommendation to City Council.

David Sligh recused himself from this agenda item.

Chris Sansbury, agent for owner, was present and further explained the request.

There was no public input.

Wise made a motion, seconded by Ulrich, to close public input. Motion carried unanimously.

The board, staff, & applicant discussed the request in length.

Wise made a motion to deny the request and the motion failed due to a lack of a second.

Hardwick made a motion to recommend approval of the request to City Council as presented. Watkins seconded the motion and the motion carried unanimously.

D. TEXT AMENDMENT(S)

1. Amendment to Article 11 – Definitions and Article 5 – Specific Use Regulations, of the City of Conway Unified Development Ordinance (UDO), regarding the requirements for electric vehicle charging stations and associated service equipment.

Hucks stated that many cities and towns across the country are amending their general code or zoning ordinance to address the growing popularity of electric vehicles. In South Carolina, cities such as Greenville and Hilton Head have existing ordinances pertaining to electric vehicle charging stations, and the City of Charleston is currently working on an ordinance to address electric vehicle infrastructure.

Charleston's code would require that at least a dryer-type outlet with wiring and a junction box be installed in new single-family homes. New shopping centers and food stores would need one charging station per 50 spaces and at least one spot ready to handle portable chargers for every 10 spaces. While many states across the US offer incentives relating to electric vehicle charging stations, there are also several states that require them, or that require new buildings to be "EV ready".

There are different levels of EV charging stations, from EVSE (Electric Vehicle Supply Equipment) — which provides the necessary charging interface to charge a plug-in vehicle; a Level 1 Charger, which uses a 120-volt AC plug — used most often in homes; a Level 2 charger, which uses a 240-volt AC plug for commercial use (provides 10-20 miles of range per hour of charging); and Level 3, or DC (direct-current) Fast Charging (DCFC), which uses 480-volt AC Plug that can charge a vehicle (to +/- 80% charge) in 30 minutes. Tesla's "Supercharger" sites are the DC Fast Charging types. These types of charging types are best for highway sites to enable longer vehicle trips.

The City of Myrtle Beach drafted an amendment to their code in February of this year to address EVCS's (Ord. 2023-4). Per the amendment, Level 1 and 2 chargers are permitted as an accessory use for all permitted uses and zoning districts. Level 3 chargers, also called "Direct Current Fast Charging (DCFC)" stations, are also permitted for all uses and zoning districts, but with conditions, including parking requirements, setback requirements, and landscaping. All EVCS must be reviewed by the City's Community Appearance Board if they are visible from rights-of-way.

In the City limits of Conway, there are a few locations that have Level 2 charging stations (i.e. the County Library); however, there are currently no Level 3 charging stations (DCFC) in the city limits. City staff has received inquiries as to where they are permitted and the requirements for installation.

A Tesla Supercharger site, for example, looks like the ones located in the parking lot at Coastal Mall. There are not only the charging stations to consider but also the substation and other equipment associated with the chargers. These types of charging stations may be considered unsightly if allowed to be constructed in the downtown area; specifically, the areas under the purview of the City's Community Appearance Board (CAB). Supercharging stations, or Level 3 stations would be better suited for automobile-oriented areas, such as Hwy 501, Hwy 701 (N and S), Hwy 378, etc., in shopping Centers and grocery store parking lots that are better equipped to accommodate charging stations that are considered DC Fast Chargers (i.e. superchargers) that use 480-volt plugs for each charging unit.

This amendment to the UDO proposes to allow Level 1 and 2 Chargers anywhere in the city limits, as an accessory use in all zoning districts. Level 3 charging stations, or DCFC stations, would be permitted as an accessory use in any zoning district that permits a gas/service station; provided that such use will not be located on property within a CAB review district. If the property where the use is proposed is within a CAB review district, a level 3 charging station would be prohibited, regardless of the zoning district.

Staff recommended that Planning Commission give a thorough review of the amendment(s) and make an informed recommendation to City Council after said review.

The board and staff discussed the amendment at length.

There was no public input.

Wise made a motion, seconded by Ulrich, to close public input. Motion carried unanimously.

Sligh made a motion to recommend approval of the requested amendment to City Council as presented. Ulrich seconded the motion and the motion carried unanimously.

V. DESIGN MODIFICATION(S)

A. 2208 Sixth Ave – requesting a design modification to allow a structure to be constructed on an existing lot of record that lacks the required frontage onto a publicly maintained (and improved) street.

Hucks stated that in November of 1941 lot 90 was created via a subdivision map recorded at Horry County Clerk of Court in plat book 2 page 118. Undetermined a paved street was constructed within the adjacent 40-ft wide right-of-way; such street extended from Pittman Street, yet terminating before reaching the subject property. Maintenance of the street is South Carolina Department of Transportation (SCDOT). In July of 2023 a permit application was submitted to construct a single-family residence on the subject lot.

The prospect of a residents being constructed along an un-improved section of roadway raises two primary concerns:

- a.) Will the physical condition of the land, by which the lot is accessed, delay, or even prevent emergency apparatus and/or city service vehicles from performing their duties?
- (b.) If improved to any lesser standard, then that of a public street, who will assume responsibility for the perpetual maintenance of the drive?

The creation of this lot pre-dates municipal design standards, such as: lot dimensions, access managements standards or subdivision regulations, thus as it sits, is a legal non-conforming lot. However the proposed development on this site does trigger roadway improvements as stated in both: Section 10.5.2 A: "Any existing street segment that has not been accepted for maintenance by either the City of Conway, Horry County or the South Carolina Department of Transportation, and that is to serve as the required frontage for one or more lots created pursuant to these regulations, shall be improved and dedicated to the public, as provided for above, in such a way that the street segment meets the standards of these regulations for the particular classification of street, including right-of-way width. Such street segment shall be directly connected to the existing public street system by way of at least one public street accepted for maintenance by either the City of Conway, Horry County or the South Carolina Department of Transportation. No development shall be permitted on any street that is an "island" not connected directly to the public street system"

Section 12.4.1 D of the UDO: "Where an existing nonconforming structure or site is nonconforming in regard to street access, the site shall be brought into conformity with the provisions of this UDO for street access or shall be brought as close to conformity as the physical circumstances made possibly allow". Beyond the paved section of 6th Avenue, the remainder of the roadway appears to be untreated soil... Uncompacted soil, when dry, may support the weight of an average passenger vehicle; such as;

- a compact car (average weight of 2,500-lbs),
- a mid-sized vehicle (average weight of 3,000-lbs),
- an SUV or pick-up truck (average weight of 4,000-lbs) or
- a full-size truck (which can weigh anywhere between 4,000 to 5,700-lbs).

However uncompacted soil will not support the weight of emergency apparatus or city service vehicles such as;

- Fire Engines (equipped with gear to put the fire out, including water tanks, pumps, and hoses), which typically weigh between: 35,000 to 40,000-lbs,
- Fire Trucks (full of rescue and ventilation equipment to safely and efficiently rescue victims), which typically weigh between: 36,000 to 60,000-lbs, or non-emergency city service vehicles such as
- Sanitation trucks which can weigh between: 20,000 to 30,000-lbs.

As a comparison: suitable sub-grade materials (select soil base materials to be laid beneath any all-weather surface material) is required to be compacted to 95% modified proctor to sufficiently support a 40,000-lbs loaded tandem axle dump truck temporarily (as exposure to inclement weather will rapidly deteriorate the base road materials), and another 8 to 11-inches of all-whether surface material (such as coquina or GABC), compacted to 100% modified proctor, would need to be laid atop the sub-grade to support such weight long-term. Sufficient drainage facilities and a minimum 2-inches of "Type 1" asphalt would be required to meet the standards of a "Local Access Street".

<u>Maintenance</u>: staff also has concerns regarding, who will be take on responsibility to perpetually maintain the drive/access? as the state likely will not construct nor may not extend their maintenance system to cover this section of roadway, even if such roadway is constructed – and - the owner of the subject lot does not appear to own the underlying property to which the road right-of-way was dedicated.

Staff recommended a thorough review of the applicant's request.

David Schwerd, Diamond Shores LLC, agent for owner, was present and further explained the request at length.

After much discussion, Wise made a motion to defer the request to give staff an opportunity to seek a legal opinion of the request. Hardwick seconded the motion and the motion carried unanimously.

B. Riverwood at Sherwood Forest (subdivision)— requesting a design modification to allow a portion of a property that is currently split-zoned to be subdivided as part of a major subdivision.

Hucks stated that in May of 2015, a 1.86-acre tract was subdivided from the predominate tract, Pin: 324-00-00-0017 (while the property was still in the jurisdiction of Horry County). This parcel was assigned 324-16-04-0041. In July of 2015, PIN 324-16-04-0041 was annexed onto the City of Conway and zoned: "R1".

After the property was annexed into the City of Conway in May of 2016, PIN 324-16-04-0041 was subdivided. In addition to the 6-lots created (called: Country Club Landing), an 0.28-acre open space parcel was also split/dedicated, yet this open space lot was not conveyed from the developer.

PIN 324-00-00-0017 was annexed into the City of Conway and zoned: "R" in May of 2019.

Around December of 2020, the initial sketch plan was submitted and reviewed for the proposed development – and - a revised sketch plan was submitted and reviewed in February. The proposed street

names for the development were approved by the Planning Commission in March of 2021 and on March 4^{th} & March 15^{th} the proposed subdivision name was approved by City Council. Lastly, in January 2023, a full set of preliminary plats and construction plans were submitted to and reviewed by: TRC – and – a subsequent resubmittal submitted/reviewed in June.

The development proposes three entrances on three separate roads; an enlarged (3-lane) primary entrance off of Country Club Drive and secondary (2-lane) entrances off of both: Graham Road and Long Road.

While there is a total of 12.64-acres of Open Space proposed on the most recent submittal, reconfiguration of such parcels may be necessary to qualify such areas as suitable and/or active Open Spaces.

The project development area consists of two different zoning classifications:

- PIN 324-00-00-0017 is the approx. 62-acre majority of this project, currently zoned: "R", has a minimum lot size requirement of: 10,000-sq. ft, a min. lot width of: 100-ft and a min. lot depth of: 100-ft.
- PIN 324-16-04-0013 is an approx. 3.8-acre portion of the project zoned: "R-1", having a minimum lot size requirement of: 7,500-sq. ft, a min. lot width of 75-ft and a min. lot depth of: 100-ft.
- PIN 324-16-04-0046 is a 0.28-acre strip of property also zoned: "R-1". This narrow strip was already dedicated as Open Space in a previous plat for: Country Club Landing, yet the property was not transferred and thus remains in the ownership of: Country Club Properties Inc. (developers/owners of Riverwood at Sherwood Forest).

The lot dimensions within the project are adjusted to meet the requirements of the underlying zoning districts, however the abandoning of existing property lines/zoning lines will combine the "R" and "R1" districts within two of the open space parcels and the public right-of-way.

The applicant proposes to combine all of PIN: 324-16-04-0046 and a portion of PIN: 324-16-04-0013 (the "R-1" zoned properties) with portions of PIN: 324-00-00-0017 (the parcel zoned: "R") for dedication as Open Space, as depicted on the attached "Zoning Map".

While the combination of dissimilarly zoned parcels has been traditionally discouraged in the past (via internal policies), a recent revision (Ord. #ZA2023-02-06 D) to the Unified Development Ordinance made the combination/split-zoning of property prohibited.

If Planning Commission recommends approval of the applicant's requests, staff recommends that it be contingent upon final review and approval of the Technical Review Committee (TRC).

Clint Richardson, applicant, was present to answer any questions.

The request was discussed at length.

Wise made a motion to approve the request as presented. Sligh seconded the motion and the motion carried unanimously.

VI. SUBDIVISIONS

A. Riverwood at Sherwood Forest – requesting preliminary plan approval.

Hucks stated that in May of 2015, a 1.86-acre tract was subdivided from the predominate tract, PIN 324-00-00-0017 (while the property was still in the jurisdiction of Horry County). This parcel was assigned 324-16-04-0041. In July of 2015, PIN 324-16-04-0041 was annexed onto the City of Conway and zoned: "R1". After the property was annexed into the City of Conway in May of 2016, PIN 324-16-04-0041 was subdivided. In addition to the 6-lots created (called: Country Club Landing), an 0.28-acre open space parcel was also split/dedicated, yet this open space lot was not conveyed from the developer. PIN 324-00-00-0017 was annexed into the City of Conway and zoned: "R" in May of 2019.

Around December of 2020, the initial sketch plan was submitted and reviewed for the proposed development – and - a revised sketch plan was submitted and reviewed in February. The proposed street names for the development were approved by the Planning Commission in March of 2021 and on March 4^{th} & March 15^{th} the proposed subdivision name was approved by City Council. Lastly, in January 2023, a full set of preliminary plats and construction plans were submitted to and reviewed by: TRC – and – a subsequent resubmittal submitted/reviewed in June.

The development proposes three entrances on three separate roads; an enlarged (3-lane) primary entrance off of Country Club Drive and secondary (2-lane) entrances off of both: Graham Road and Long Road. While there is a total of 12.64-acres of Open Space proposed on the most recent submittal, reconfiguration of such parcels may be necessary to qualify such areas as suitable and/or active Open Spaces.

The project development area consists of two different zoning classifications (as previously provided in aforementioned request):

If Planning Commission recommends approval of the applicant's requests, staff recommends that it be contingent upon final review and approval of the Technical Review Committee (TRC).

Clint Richardson, applicant, was present to answer any questions.

Sligh made a motion to approve the request as presented. Wise seconded the motion and the motion carried unanimously.

B. Kingston Oaks, Phase 2 – requesting preliminary plan approval, including approval of street names.

Hucks stated that in January of 2023, the subdivision name was approved by City Council. On February 6, 2023, the Development Agreement for the Collins Jollie conservation subdivision was approved by City Council. May of 2023, previous phase 1 for this subdivision was approved by Planning Commission, along with the street names for those roads being extended within these new phases.

The following street name has been proposed by the applicant and reserved for this project, by Horry County:

Blackjack Oaks

The suffix has been intentionally omitted in case Addressing has need for it to be changed.

While being located within tract "C" as depicted on the "Conservation Subdivision Plan", these 37-additional lots will continue and complete the Kingston Oaks neighborhood.

This neighborhood is comprised of a total: 223-single-family lots, 186-lots in Phase 1 (Tract D) + 37-lots in Phase 2 (Tract C).

This 27.13-acre phase of development is proposing to dedicate: 16.69-acres of Open Space, 16.07-acres of which are for Primary Conservation areas. Within these open spaces, approximately 1,790-linear foot of soft trails are being constructed, internal to this phase of development.

Along with the: 25.03-acres of open space being dedicated in Phase 1, the Kingston Oaks neighborhood (Phases 1 & 2) will be dedicating a total of: 41.72-acres of Open Space.

No new external access points are being constructed with this phase. Instead the two-roadway terminuses of Bear Oaks Loop (proposed in Phase 1) will extended to completion, and once constructed, will provide two external access points through Phase 1.

The expansion of Bear Oaks Loop will include the sidewalks and street trees (not installed) in Phase 1, as expressed in a design modification approved by Planning Commission on: 4/6/23.

The layout of these phases is consistent with that shown on the aforementioned "Conservation Subdivision Plan" as well as the overall plan approved by Planning Commission (November of last year), for this development.

The Master Plan for the development agreement are included in the packet for your review.

If Planning Commission recommends approval of the applicant's requests, staff recommends that it be contingent upon final review and approval of the Technical Review Committee (TRC).

Tom Danielson, applicant, was present to answer any questions.

Wise made a motion to approve the request as presented. Hardee seconded the motion and the motion carried unanimously.

C. Coastal Point West, Phase 2 – Letter of Credit renewal and reduction.

Hucks stated the letter of credit to cover any remaining required infrastructure in Coastal Point West, Phase 2, which in this instance includes remaining sidewalks and the surface layer of asphalt for the roadways, is set to expire on December 6, 2023. All other infrastructure has been installed, and any remaining street trees will be installed and inspected prior to the issuance of any certificate of occupancies. The amount of the current letter of credit is \$349,598.50 and is from US National Bank, letter of credit number SLCMSP002057. The reduced letter of credit amount is \$94,428.20.

A majority of the lots in this phase have been developed or are currently being developed, and the UDO specifies that once 75% of the lots have been constructed that any remaining infrastructure that was included in the financial guarantee must be installed. However, the final layer of asphalt has not yet been installed, and while there is a roadway warranty in place, that warranty surety covers damages that occur once the road is completed, and since the final layer has not yet been installed and was part of the initial letter of credit for this phase, the City must retain a financial guarantee until the final layer has been installed. This issue has brought a greater issue to light, in that in most instances, the final layer of asphalt is not installed until construction is complete, due to the fact that construction vehicles could damage the final layer if installed in advance, and in many cases, it takes a year or longer for all of the homes in the

PC 11/27/2023

phase to be completed, which contradicts the requirement of a (separate) roadway warranty to be provided for a 3-year period following the completion of the roadway in conjunction with the road dedication, and prior to ANY homes being issued a Certificate of Occupancy (CO). For this reason, staff recommends extending the letter of credit for another year, at the reduced amount of \$94,428.20 to cover the cost of the final (surface) layer of asphalt and the remaining sidewalks to be installed in Phase 2 of Coastal Point West.

Wise made a motion to approve the request as presented. Sligh seconded the motion and the motion carried unanimously.

DECEMBER PLANNING COMMISSION MEETING VII.

Sligh made a motion to cancel the December 5th Planning Commission meeting. Wise seconded the motion and the motion carried unanimously.

VIII. 2024 PLANNING COMMISSION MEETING SCHEDULE

Wise made a motion to approve the 2024 meeting schedule as presented. Hardee seconded the motion and the motion carried unanimously.

IX. **BOARD INPUT**

None

X. **STAFF INPUT**

None

XI. **ADJOURNMENT**

A motion was made to adjourn the meeting. The vote in favor was unanimous. The motion carried. The meeting adjourned at approximately 8:51pm.

Approved and signed this	day of	, 2024.
	Brian O'Neil, Chairman	

DATE: January 4, 2024

ITEM: V.A.

ISSUE:

The applicant: Earthworks Group is requesting preliminary plan approval of a proposed townhome development, *Mills Pointe*, located on PIN's 368-01-01-0009 and 368-01-01-0013, located along Belladora Road.

BACKGROUND:

12/7/22	Initial set of Preliminary Plans were submitted for review.
2/20/23	City Council approved subdivision name.
4/6/23	Planning Commission approved street names for this development.
10/26/23	Board of Zoning Appeals granted a variance to allow the trash handling facilities and associated
	screening to be located forward the proposed buildings.
12/5/23	5 th Submittal of the Preliminary Plan and the 1 st Submittal of the Architectural Plans submitted
	for review. Both plans still have outstanding comments.

ANALYSIS:

This development proposes 2 phases of development, on each side of Belladora Road (between Hwy 378 and the Rosehaven subdivision). The subject properties are currently zoned: R2 (Medium Density Residential District).

Phase 1 (located on PIN 368-01-01-0013): 48 townhome units proposed in 8 six-unit buildings

32 two-bedroom units & 16 three-bedroom units

103 off-street parking spaces (5 of which are handicap spaces)

access being provided via: 2 commercial driveways off the western side of Belladora Road

Phase 2 (located on PIN 368-01-01-0009): 18 townhome units proposed in 3 six-unit buildings

12 two-bedroom units & 6 three-bedroom units

39 off-street parking spaces (2 of which are handicap spaces)

access being provided via: 1 commercial driveway off the eastern side of Belladora Road

Open Space

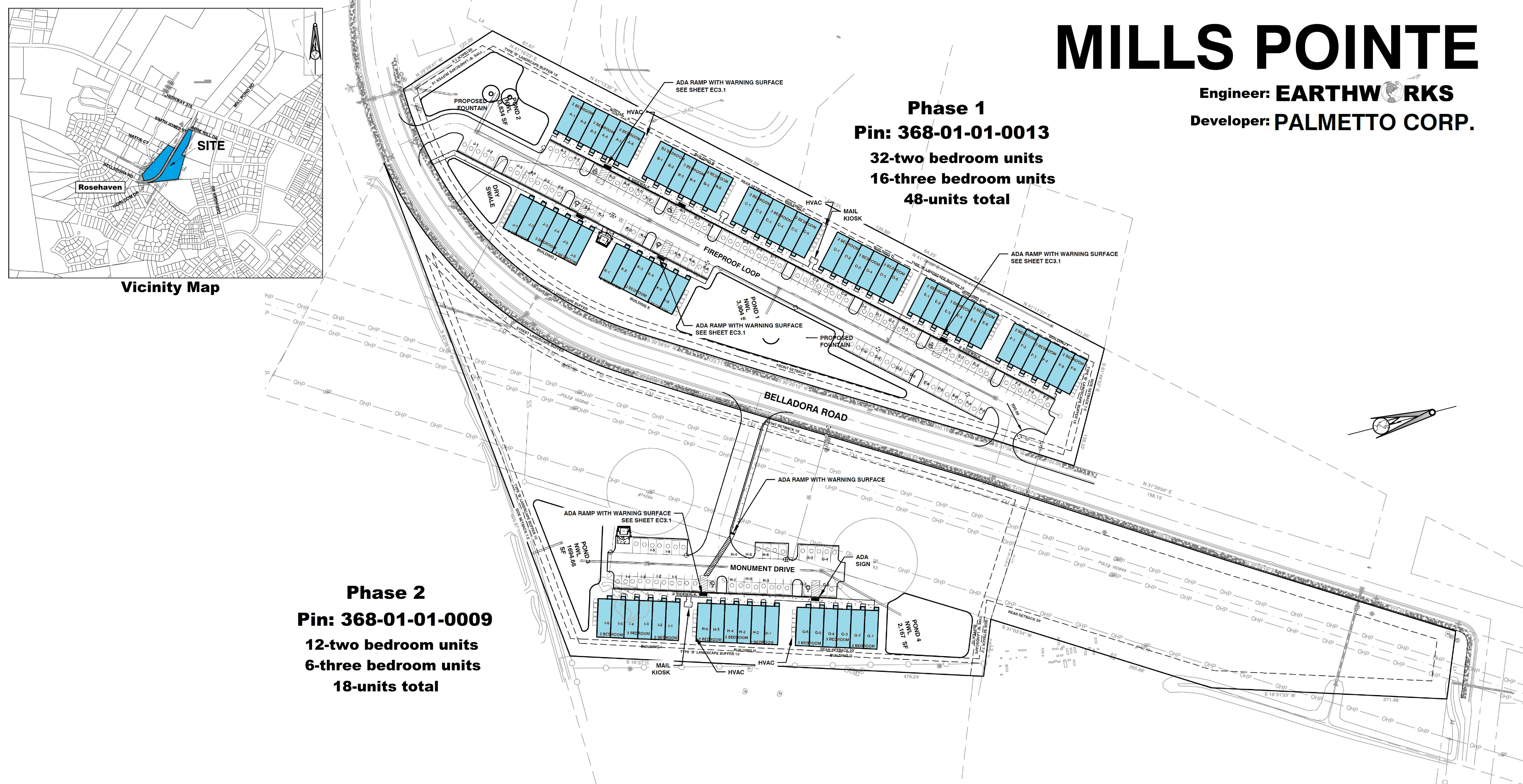
1.89-acres of Passive Open Space are provided on-site and (per agreement with City Council) Active Open Space was provided via off-site mitigation of 1.55-acres conveyed to the City of Conway for the expansion of Rose Hill Cemetery in 2022

Street Names (previously approved):

Fireproof; Monument (staff to determine proper suffixes)

RECOMMENDATION:

Please consider this proposed development and if approved, contingent upon the applicant addressing the remaining comments by the Technical Review Committee.



DATE: JANUARY 4, 2024

ITEM: VI.A.1.

ISSUE:

Request by Crunk Engineering, LLC, to annex approximately 8.96 acres of property located at/near the intersection of Mill Pond Rd and Hwy 501 (PIN 338-10-01-0015), and rezone from the Horry County Highway Commercial (HC) to the City of Conway Highway Commercial (HC) zoning district.

BACKGROUND:

On November 28th, the applicant submitted a rezoning application for the subject property, located at the intersection of Mill Pond Rd and Hwy 501. The property is currently zoned Horry County Highway Commercial (HC), and is currently vacant. The application to rezone does not specify the proposed use of the property, and it is not required that the use be provided. Any use in the requested zoning district would be permitted should the request be approved; however, in discussions with the applicant, the current proposed use relates to medical uses; specifically, a freestanding emergency room (ER).

There is a portion of the property that contains flood zones as well as a portion of a floodway. Without a site plan to indicate the proposed location of structures and access points for the project, staff cannot determine if there would be any impact to either the flood zone or floodway. Any proposed encroachments within the floodway must provide a no rise or no impact certification, stating that the proposed work will not create any rise within the floodplain. This certification must be done by a registered engineer and must have hydrologic and hydraulic data supporting the certification.

Per <u>Section 3.2.10</u> 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 property abuts parcels (on all sides but one) zoned City of Conway Highway Commercial (HC). Other adjacent uses include a gas station (zoned HC), a vacant parcel (zoned County HC), and a Restaurant (zoned HC).

SPLIT ZONING OF PARCELS AMENDMENT

A 2023 amendment to the UDO regarding the split-zoning of parcels carves out an exception to prohibiting split-zoning, which gives Planning Commission the ability to recommend portions of property be zoned as CP upon annexation/rezoning if such areas of property included in the request contains environmentally-sensitive areas (*i.e.* flood zones, floodways, wetlands, *etc.*) (*Section 6.1.14* – *Split Zoning of Parcels*). If Planning Commission recommends annexation/rezoning of the subject property, the portion of property that contains such environmentally-sensitive areas could be recommended to be zoned CP upon annexation, and it would be staff's recommendation to do so

in this instance to ensure perpetual protection of the floodway shown on the property; provided that by doing so, the applicants plan for development of the property would not be significantly impacted.

CITY OF CONWAY COMPREHENSIVE PLAN:

The future land use map of the *Comprehensive Plan* identifies the entire parcel as *Conservation Preservation (CP)* likely due to the presence of flood zones and a portion of the floodway being encompassed on this property.

Per <u>Section 3.2.15</u> of the UDO, the intent of the <u>Conservation Preservation (CP) district</u> 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.

This request will include a Future Land Use Map amendment to the Comprehensive Plan as well. Due to advertising requirements, a public hearing is required to be held by the *governing* body, and will need to occur at final reading of the proposed annexation/rezoning request, scheduled for the February 5, 2024 Council meeting, should Planning Commission recommend approval of the request <u>and</u> first reading be approved at the Jan. 16, 2024 Council meeting.

STAFF RECOMMENDATION:

Staff recommends that Planning Commission give a thorough review of the request and make an informed recommendation to City Council.

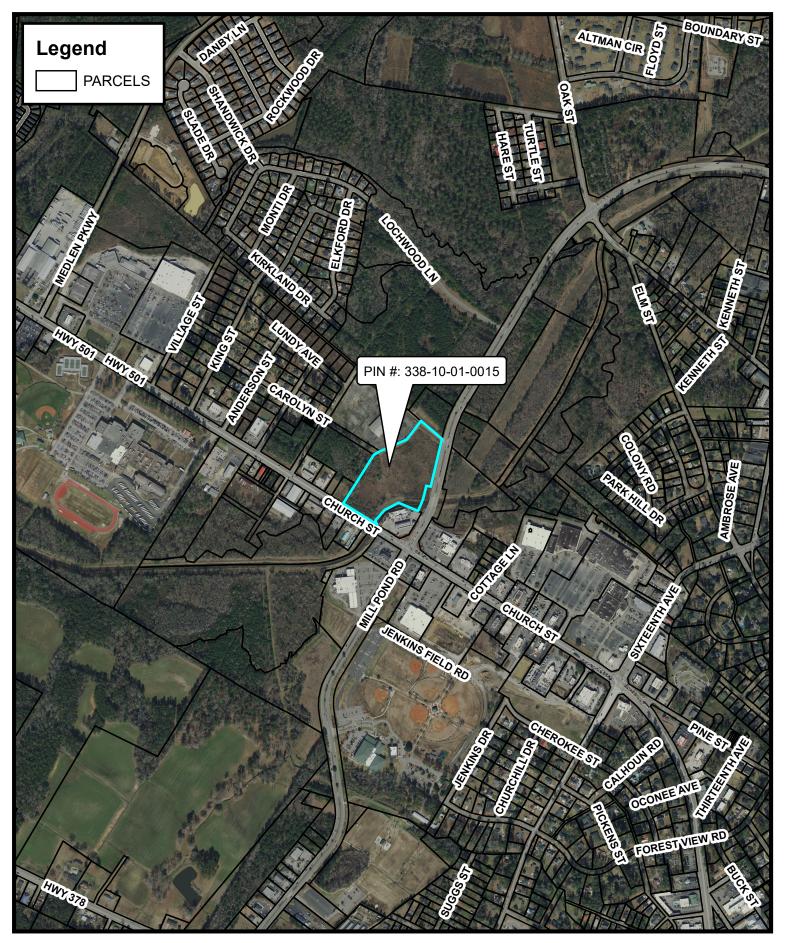
ATTACHMENTS:

Application;

GIS Maps;

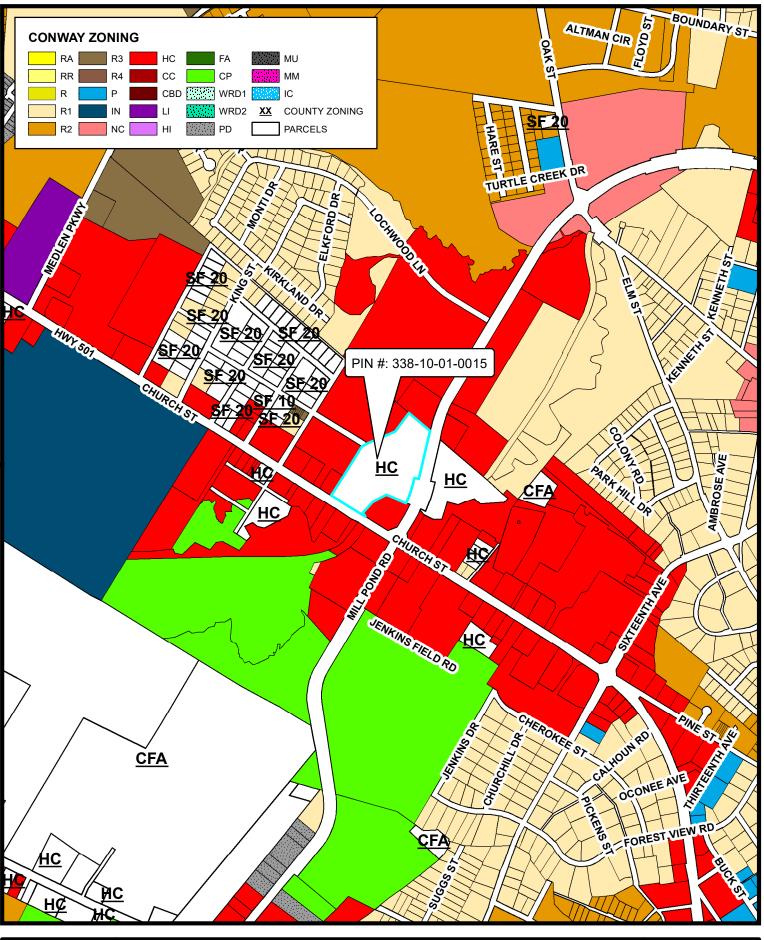






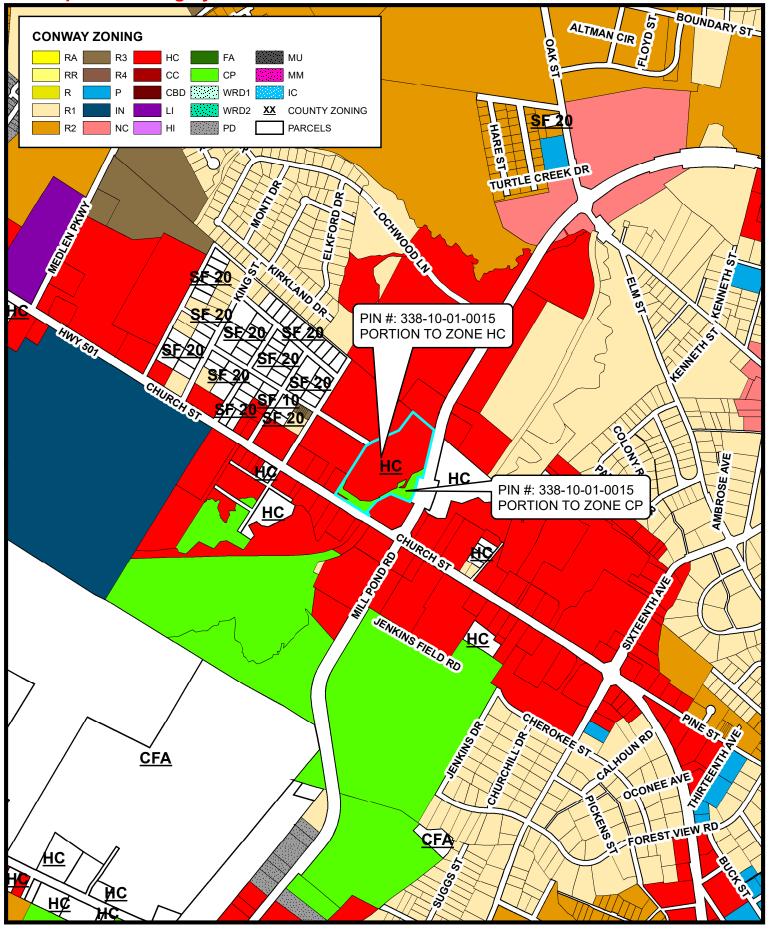








Proposed zoning by staff





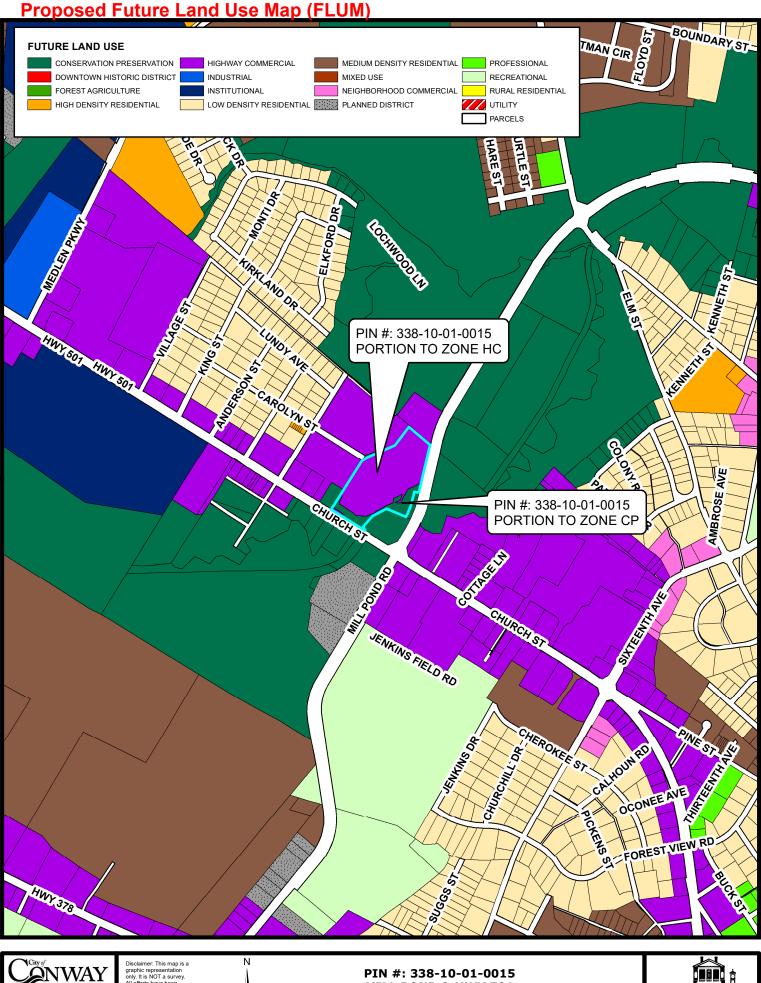
Disclaimer: This map is a graphic representation only. It is NOT a survey. All efforts have been made to ensure its accuracy. However, the City of Conway disclaims all responsibility & liability for the use of this map.

Current Future Land Use Map BOUNDARYST TMAN CIR OLL **FUTURE LAND USE** CONSERVATION PRESERVATION HIGHWAY COMMERCIAL MEDIUM DENSITY RESIDENTIAL DOWNTOWN HISTORIC DISTRICT INDUSTRIAL MIXED USE RECREATIONAL FOREST AGRICULTURE INSTITUTIONAL NEIGHBORHOOD COMMERCIAL RURAL RESIDENTIAL UTILITY HIGH DENSITY RESIDENTIAL LOW DENSITY RESIDENTIAL PLANNED DISTRICT PARCELS HWY SOI HWY SOI PIN #: 338-10-01-0015 CAROLYNS CHURCH ST. CHURCH ST JENKINS FIELD RO CHEROKEE ST. OCONEE AVE L PICKENS ST FOREST, VIEW RD BUCKST HWY 378 PIN #: 338-10-01-0015

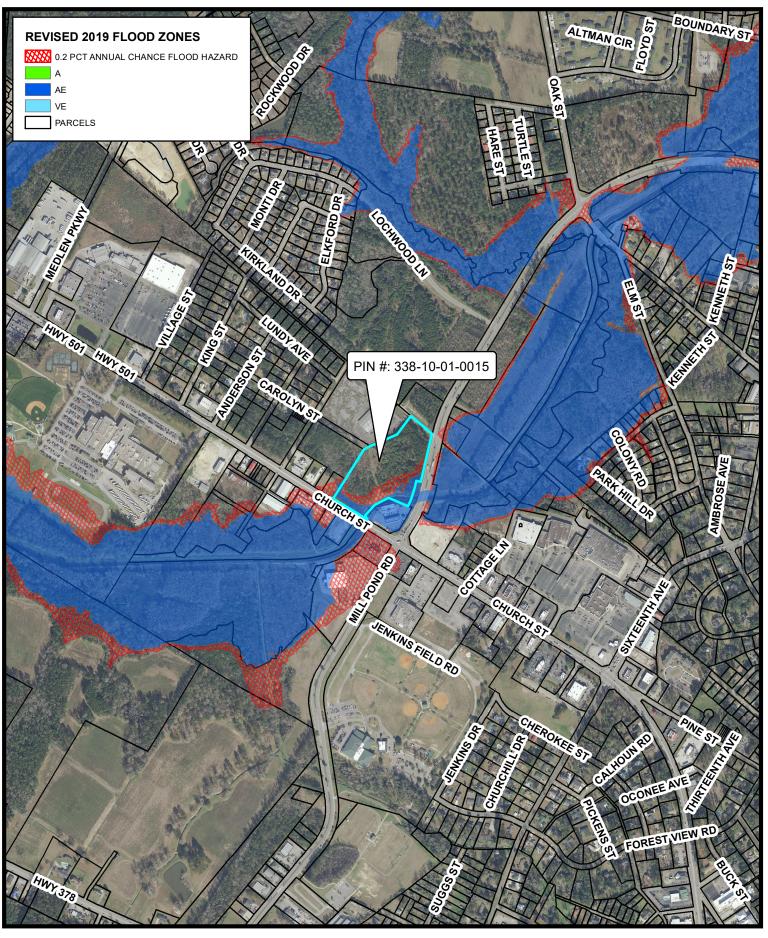


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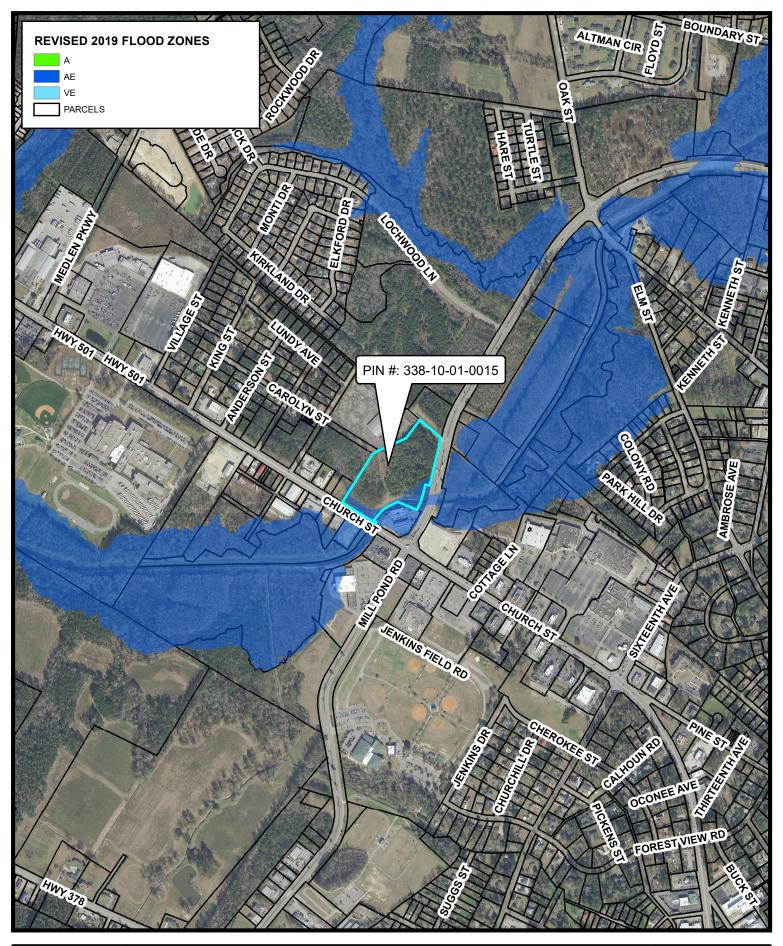
















PETITION FOR ANNEXATION

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

Instructions:

- Fill out all 3 pages

Submit signed forms to 6	City of Conway P	lanning Department	
STATE OF SOUTH CAL	ROLINA)))	PETI	ITION FOR ANNEXATION
TO THE HONORABLE	MAYOR AND	CITY COUNCIL	OF CONWAY
	s to a City by filir	ng with the municipal p	arolina provides for the annexation of an area or governing body a petition signed by all persons
WHEREAS, the unc	dersigned are all p	persons owning real est	tate in the area requesting annexation; and
WHEREAS, the are	a requesting anne	xation is described as f	follows, to wit:
NOW, THEREFOR area into the municipal limits			ouncil of Conway to annex the below described
PROPERTY LOCATION/SUBI	DIVISION: WH	ighway 501	
PIN: 33810010015 PROPERTY ADDRESS: Chu		ACREAGE. 8.96	
PROPERTY ADDRESS. Chu	rch Street, Co	onway, SC 29526	
PROPERTY OWNER MAILIN	CADDRESS. 80	9 82nd Parkway	y, Myrtle Beach, SC 29572
PROPERTY OWNER TELEPH			
PROPERTY OWNER EMAIL:			.com
PROPERTY OWNER EMAIL:	neering LLC	griodi i odini odi o	
APPLICANT: Crunk Engir	m@orupkopa	oom	
APPLICANT'S EMAIL: adar	n@crankeng.	.com	<u> </u>
IS THE APPLICANT THE PRO	PERTY OWNER?	CIRCLE: YES	NO 🗸
IF NOT: PLEASE INCLUDE A RESPONSIBILITY TO THE AF PROPERTY OWNERS (Attach	PPLICANT.		ATTORNEY FROM THE OWNER ADDIGNING
Mark Sims		LL SIM	DATE: 11/28/2023
(Print)	(Signature)		
(Print)	(Signature)		DATE:



PETITION FOR ANNEXATION

Staff Use O	nly
Received:	
BS&A #:	

Is there a structure on the lot: No Structure Type: N/A
Current Use: Undeveloped
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 O NO O
If yes, please describe.
Are there any building permits in progress or pending for this property?
CIRCLE: YES NO O
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



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

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: W Highwa	ay 501	AID () YES () NO
AREA OF SUBJECT PROPERTY (ACREAGE): 8.96		3810010015
CURRENT ZONING CLASSIFICATION: Horry Co		
COMPREHENSIVE PLAN 2035 FUTURE LAND USE:_	Conservation Preser	rvation
REQUESTED ZONING CLASSIFICATION: City of		
NAME OF PROPERTY OWNER(S): Mill Pond Conway LLC C/O HCA H	ealth Services Inc.	PHONE #
		PHONE #
MAILING ADDRESS OF PROPERTY OWNER(S):		
809 82nd Avenue, Myrtle Beach, SC 2957	2	
809 82nd Avenue, Myrtle Beach, SC 29572	2	
*********************	************	*************
I (we) the owner(s) do hereby certify that Amendment Application is correct.	all information presente	ed in this Zoning Map
Mak Smi	11/2	28/2023
PROPERTY OWNER'S SIGNATURE(S)	DATE	÷ <u>-</u>
PROPERTY OWNER'S SIGNATURE(S)	DATE	

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

DATE: January 4, 2024

ITEM: VI.A.2.

ISSUE:

Request to amend the City's Future Land Use Map (2019-2029) (FLUM) of the *City of Conway Comprehensive Plan*, relative to property located near the corner of Hwy 501 (Church St) and Mill Pond Rd (PIN 338-10-01-0015), consisting of approximately 8.96 acres, from the Conservation Preservation (CP) zoning district to the Highway Commercial (HC) and Conservation Preservation (CP) zoning districts.

BACKGROUND:

The South Carolina Planning Enabling Act of 1994 defines the Comprehensive Plan adoption process for all jurisdictions in South Carolina. This is to ensure consistency with the public hearing and revision process for Comprehensive Plans. Section 6-29-510 of the SC Code of Laws addresses re-evaluation of the Comprehensive Plan, stating that the "local planning commission shall develop and maintain a planning process which will result in the systematic preparation and continual re-evaluation and updating of those elements considered critical, necessary, and desirable to guide the development and redevelopment of its area of jurisdiction."

Since updating the Future Land Use Map of the Comprehensive Plan for the City in 2019, staff will occasionally review annexation and/or rezoning requests for zones that don't match the zone envisioned in the current Future Land Use Map (2019-2029). When a request is approved that is out of alignment with the Future Land Use Map of the *Comprehensive Plan*, the map must be updated to reflect this change.

In July 2021, Council passed an ordinance providing for a method by which the *Comprehensive Plan*, in particular the Future Land Use map, may be amended. <u>Section 13.1.17 (E)</u> of the UDO states that a proposed amendment to the Comprehensive Plan (the entire document or singular elements) may be initiated by the City of Conway City Council, Planning Commission, Board of Zoning Appeals, Zoning Administrator, or Planning Director.

In the case of PIN 338-10-01-0015, currently zoned Horry County Highway Commercial, the city's Future Land Use Map (2019-2029) shows the entire property as Conservation Preservation (CP). The county's FLUM identifies the property as being split between Commercial Corridors and Suburban; neither of which are conservation related. The property is currently vacant, and is directly adjacent to a gas station/convenience store. The applicants propose to combine the subject property with PIN 338-07-04-0012, which is already in the city limits, zoned Highway Commercial (HC), and identified as HC on the city's FLUM.

Per <u>Section 6.1.4</u> of the UDO, "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 three (3) acres in area. Tracts less than three (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 Conway Comprehensive Plan."

Per <u>Sec. 3.2.15</u> – Conservation Preservation (CP), of the UDO, "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."

Per <u>Sec. 3.2.10</u> – Highway Commercial (HC), 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."

SPLIT ZONING OF PARCELS AMENDMENT

In addition to amending the FLUM, a recent amendment to the UDO adopted in 2023 regarding the splitzoning of parcels that carved out an exception to prohibiting splitzoning, giving Planning Commission the ability to recommend portions of property be zoned as CP upon annexation/rezoning if such areas of property included in the request contains environmentally-sensitive areas (*i.e.* flood zones, floodways, wetlands, *etc.*) (*Section 6.1.14* – *Split Zoning of Parcels*). If Planning Commission recommends annexation/rezoning of the subject property, the portion of property that contains such environmentally-sensitive areas could be recommended to be zoned CP upon annexation, and it would be staff's recommendation to do so in this instance to ensure perpetual protection of the floodway shown on the property; provided that by doing so, the applicants plan for development of the property would not be significantly impacted.

SURROUNDING USES / ZONING DISTRICTS:

All surrounding properties are currently zones HC, and uses include a gas/convenience store, vacant land, and a church/coffee shop across Hwy 501.

CITY OF CONWAY COMPREHENSIVE PLAN:

The *CURRENT* future land use map of the *Comprehensive Plan* also identifies the entire parcel as being Conservation Preservation (CP), likely due to the existence of a flood zone and floodway on a portion of the property.

STAFF RECOMMENDATION:

If Planning Commission recommends approval of the requested zoning of the property upon annexation, staff recommends *approval* of the Future Land Use Map (FLUM) amendment for the property identified by PIN 338-10-01-0015.

Resolution amending the Future Land Use Map for the subject property on the following page.

COUNTY O	F HORRY) RESOLUTION	
CITY OF CO	ONWAY)	
COMPREHE PRESERVA	TION TO AMEND THE FUTURE LAND USE MAP OF THE CITY OF CONWARD CONSTRUCTION (2035) FOR PIN 338-10-01-0015 FROM THE CONSERVATION (CP) DISTRICT TO THE HIGHWAY COMMERCIAL (HC) AND THE TION PRESERVATION (CP) DISTRICTS.	N
WHEREAS,	the City Council of the City of Conway adopted the Land Use Element of the City of Conwar Comprehensive Plan (2035), containing the Future Land Use Map (2019-2029) on Januar 6, 2020; and	•
WHEREAS,	South Carolina Code §6-29-520 establishes the requirements to create, amend an recommend the Comprehensive Planning elements, which requires the City of Conwar Planning Commission to review and make recommendations to City Council; and	
WHEREAS,	the City Council adopted an amendment to the Unified Development Ordinance (UDO) of July 19, 2021 to include a process for amending the Future Land Use Map of the Comprehensive Plan; and,	
WHEREAS,	the applicant(s) and/or property owner(s) have requested a zoning classification upon annexation of the property (PIN 33810010015) to a district other than what it is identified a on the City's Future Land Use Map (FLUM) of the Comprehensive Plan; and,	
WHEREAS,	the City of Conway Planning Commission, having held a public hearing on the request deems that the proposed amendment to the Future Land Use Map of the City of Conwar Comprehensive Plan (2035) is necessary; and	
NOW THER	EFORE, BE IT RESOLVED by the Planning Commission (S.C.§6-29-520 and 6-29-230))
•	f Conway, that the adoption of the amendment to the City of Conway Comprehensive Pla	
	ding the Future Land Use Map for PIN 33810010015, consisting of 8.96 acres, from the	
Conservation	Preservation (CP) district to the Highway Commercial (HC) and Conservation Preservation	n

(CP) districts, is hereby recommended by resolution to Conway City Council for adoption.

Approved this 4th day of January, 2024.

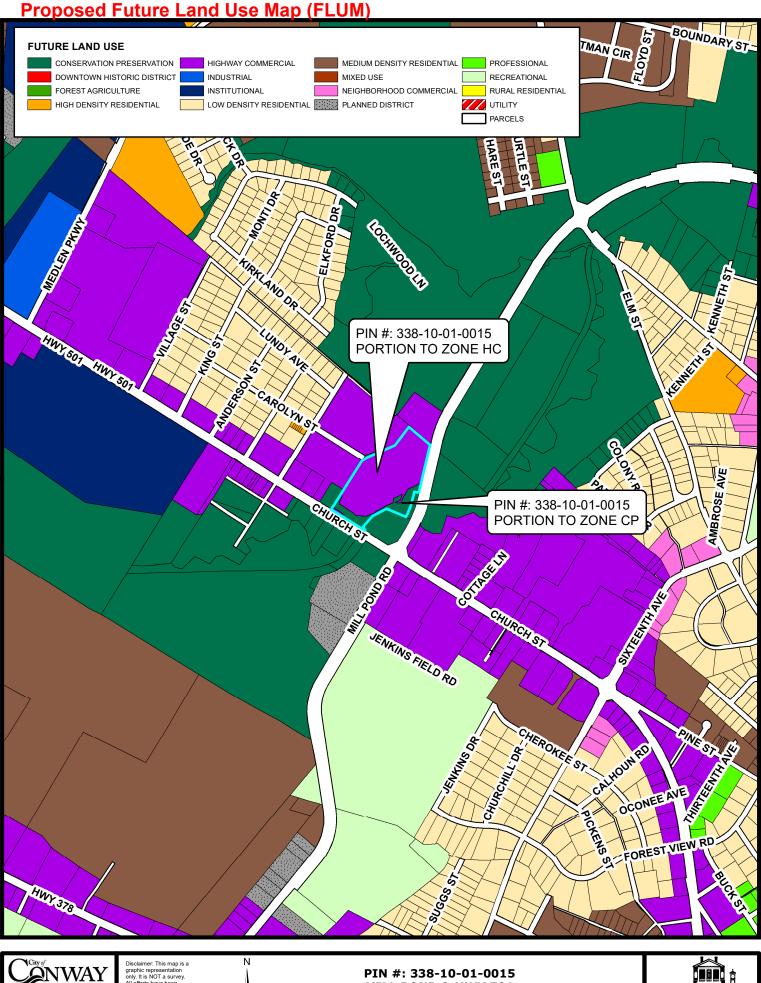
Brian O'Neil, Planning Commission Chairman

Current Future Land Use Map BOUNDARYST TMAN CIR OLL **FUTURE LAND USE** CONSERVATION PRESERVATION HIGHWAY COMMERCIAL MEDIUM DENSITY RESIDENTIAL DOWNTOWN HISTORIC DISTRICT INDUSTRIAL MIXED USE RECREATIONAL FOREST AGRICULTURE INSTITUTIONAL NEIGHBORHOOD COMMERCIAL RURAL RESIDENTIAL UTILITY HIGH DENSITY RESIDENTIAL LOW DENSITY RESIDENTIAL PLANNED DISTRICT PARCELS HWY SOI HWY SOI PIN #: 338-10-01-0015 CAROLYNS CHURCH ST. CHURCH ST JENKINS FIELD RO CHEROKEE ST. OCONEE AVE L PICKENS ST FOREST, VIEW RD BUCKST HWY 378 PIN #: 338-10-01-0015



Disclaimer: This map is a graphic representation only. It is NOT a survey. All efforts have been made to ensure its accuracy. However, the City of Conway disclaims all responsibility & liability for the use of this map.







DATE: January 4, 2024 ITEM(S): VI.A.3 &VI.B.1.

ISSUE:

Previously Deferred ... Request to annex and/or rezone approximately 486 +/- acres of property, located at or near the corner of Hwy 378 & Juniper Bay Rd, Hwy 378 & Airport Rd, Hwy 378 & Dayton Drive, and on Dunn Shortcut Rd (PIN's 336-00-00-0043, -0044, -0045, 336-13-04-0006, 336-14-04-0011, 336-15-03-0003, 337-00-00-0009, -0011, -0012, 337-08-01-0004, 370-00-00-0011, and 370-04-01-0004), and rezone from the Horry County Commercial Forest Agriculture (CFA), Horry County Highway Commercial (HC), Horry County Residential, no mobile homes allowed (SF40), the City of Conway Heavy Industrial (HI), City of Conway Low/Medium-Density Residential (R-1), and City of Conway High-Density Residential (R-3) districts to the City of Conway Planned Development (PD) district;

- and -

Previously Deferred ...Proposed Development Agreement by Lennar Carolinas, LLC and Thomas & Hutton, for proposed development of property located on Hwy 378, Juniper Bay Rd, and Dunn Shortcut Rd, to be known as the Tributary Planned Development, and consisting of approx. 486 +/- acres (PIN's 336-00-00-0043, -0044, -0045, 336-13-04-0006, 336-14-04-0011, 336-15-03-0003, 370-00-00-0011, 370-04-01-0004, 337-00-00-0009, -0011, -0012, and 337-08-01-0004).

BACKGROUND:

The applicant is seeking to annex and/or rezone the aforementioned properties for the purposes of developing as a Planned Development (PD). Also proposed is a Development Agreement for the subject property.

Per the applicant's submittal, the planned development envisions a mixed-use community consisting of differing types and styles of single-family homes and a variety of commercial uses to meet the needs of the existing and future residents of Conway. The development will be accessed from Hwy 378, Juniper Bay Rd, Dunn Shortcut Rd, Stalvey Rd, and Dayton Dr.

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.

Proposed Density:

Per the most recent master plan submitted, the proposed density was 1,459 units. However, there are a couple of tracts within the master plan that are "flex tracts", which could contain multifamily uses instead of commercial, bringing the maximum density to 1,767 units. Refer to the table provided in the narrative for density proposed for each tract within the PD. With the exception of these flex tracts, the residential will consist of single-family detached, single-family semi-attached, and townhouses.

Wetlands / Flood Zones

There are no flood zones within the project area. There are approximately 59 acres of wetlands identified on the Open Space Master Plan.

Current Zoning of Property

Current Zoning of properties currently in the county's jurisdiction include: Commercial Forest Agriculture (CFA), Highway Commercial (HC), and Residential, no mobile homes allowed (SF40).

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.

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.

The **SF40 district** is intended to be utilized in areas when, due to its remoteness, the impermeability of soil, soil characteristics or the absence of the necessary urban services, development or higher density is undesirable or infeasible. A primary objective of the one-acre residential district is to prevent undesirable urban sprawl and to exclude land uses which demand a level of urban services which are impossible to provide.

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.

Water / Sewer Availability

This project is within the City's utility service area.

COMPREHENSIVE PLAN:

The City's Future Land Use Map identifies these properties as the following:

PIN's 336-00-00-0043, -0044, -0045, and 370-00-00-0011: identified as *Industrial* on the future land use map. The future land use map does not distinguish between Light and Heavy Industrial.

Per Section 3.2.13 of the UDO, the intent of the **Light Industrial** (**LI**) district is to provide 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.

Per Section 3.2.14 of the UDO, the intent of the **Heavy Industrial** (**HI**) district is to accommodate areas for heavy manufacturing, distribution, and processing.

PIN's 336-13-04-0006, 336-15-03-0003, 336-14-04-0011, and 370-04-01-0004: identified as *Highway Commercial (HC)* on the future land use map.

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.

PIN's 337-00-00-0009, -0012, and 337-08-01-0004: identified as *Low-Density Residential* on the future land use map.

Per Section 3.2.17 of the UDO, the intent of the **low-density residential** 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.

PIN 337-00-00-0011 is identified as *High-Density Residential* on the future land use map.

Per Section 3.2.5 of the UDO, the intent of the **high-density residential** district is to provide areas for high-density residential development in the City of Conway and to prohibit uses that would substantially interfere with the development or continuation of residential structures in the District.

Permitted Uses & Dimensional Standards (refer to Master Plan and PD narrative for specifics)

Property	Current & Proposed	Proposed Uses & density	Proposed Dimensional		
(Tract)	Zoning		Standards		
	Current: County CFA;	SF detached: 591 lots/units	Residential:		
R-1	HC; SF40	SF semi-detached (duplex): 102 lots/units	SF detached:		
	Proposed: Planned	Townhomes: 75 lots/units	20' Width / 2,000 SF		
	Development (PD)	Total for R-1 tract: 768 lots/units	25' W / 2,500 SF		
		SF detached: 160 lots/units	30' W / 3,000 SF		
R-2	Current: County CFA	SF semi-detached (duplex): 62 lots/units	35' W / 3,500 SF		
K-2	Proposed: PD	Townhomes: 62 lots/units	40' W / 4,000 SF		
		Total for R-2 tract: 284 lots/units	50' W / 5,000 SF		
	Current: City R-3	SF detached: 40 lots	SF semi-attached:		
R-3	(high-density residential)	Townhomes: 26 lots/units	37' W / 3,700 SF		
	Proposed: PD	Total for R-3 tract: 66 lots/units	·		
	Current: City R-1		Townhomes:		
	(low/medium-density	SF detached: 45 lots	18' W / 1,800 SF		
R-4	residential)	Townhomes: 103 lots/units	Multifamily:		
	Proposed: PD	Total for R-4 tract: 148 lots/units	50' W / 5 acres		
	-	SF detached: 181 lots	Lot depth, all dwelling		
R-5	Current: County CFA	SF semi-attached (duplex): 12 lots/units	types: 100'		
I No	Proposed: PD	Total for R-5 tract: 193 lots/units			
	Current: County HC;	All uses allowed in HC ;	*Setbacks, all dwelling		
F-1	CFA / City HI	All specific uses listed under Community	types, excluding Multifamily:		
F-1	•		Front yard: 15'		
	Proposed: PD	Residential Care Facility (CRCF), excluding	Side yard: 5'		
		Group Homes;	Rear Yard: 20'		
	Current: County HC Proposed: PD	All specific uses listed under Assembly in Use	Corner Front Yard: 10'		
F-2		Tables of the UDO;	Multifamily (MF) setbacks:		
	•	Multifamily or Townhomes: 300 units max on F-1	15' (Front, Rear, Sides, &		
		and 8 units max on F-2	Corner Front)		
		All uses allowed in HC ;	,		
	Current: County HC;	All specific uses listed under CRCF excluding	Max Bldg. Height, all		
C-1	CFA	Group Homes;	dwelling types, excluding		
	Proposed: PD	All specific uses listed under Assembly in the Use	Multifamily: 40'		
		Tables of the UDO	Multifamily, Max Bldg.		
C-2	Current: County CFA	All uses allowed in HC ; All uses allowed in LI	Height: 65'		
U-2	Proposed: PD	An uses anowed in He, An uses anowed in LI			
		Total # of SF detached lots/units: 1,017	Commercial:		
		Total # of SF semi-attached (duplex) lots/units: 176	80' W / 8,000 SF		
		Total # of Townhome lots/units: 266	Lot Depth: 100'		
		Total, all R tracts: <u>1,459</u>	Max Bldg. Height: 65'		
		Total # of Multifamily /Townhome lots/units: 308	Setbacks: F – 30' S – 15'		
		Total, all tracts (if multifamily is utilized on the flex	R – 20' Corner F – 20'		
		tracts): 1,767 lots/units			

^{*}Townhome setbacks shall be subject to a 15' perimeter setback on all sides if developed in common.

Proposed Modifications from Design Standards (Section 5 of PD Narrative)

- 1. Landscape buffers to not be required between commercial uses.
- 2. Where multipurpose trails are proposed in landscape buffers, buffer widths to be reduced to a Type A (5' width) buffer.
- 3. **Minimum block lengths to be 270'** (v. the standard of 400')
- 4. Landscape buffers on the F-2 tract to meet the Type A (5') buffer requirements on side and rear property lines.
- 5. To exempt sidewalk and pathway requirements on the perimeter of the PD (*i.e.* portions of tracts that abut Hwy 378, Juniper Bay Rd, Dunn Shortcut Rd, Airport Rd, and Dayton Dr.).
- 6. **Streets to be designed and constructed per the Street Cross Section exhibits** provided in the narrative (attached).
- 7. Up to 50% of garages facing the street on single-family detached and duplex semi-attached units shall be eligible to protrude more than 10' past the front façade. In such instances, garage faces shall have decorative design treatments to minimize their appearance.

Interconnectivity requirements

One deviation that was not mentioned above is the interconnectivity requirements between developments. Tract R-4 abuts the existing Macala Acres subdivision. The UDO would typically require that a stub-out be provided to connect to future development. In this case, when Macala Acres was platted, there was property platted as future access on the Final Plat for Phase 3 of Macala Acres. This can be found between lots 87 and 88 on the plat, recorded in Plat Book 222 at Page 187 (copy of plat attached). The applicant has shown a stub out to be provided on Tract R-4. This does not achieve the required connection, and the residents of Macala Acres do not wish to have the connection made. At the time of the plat approval for this phase of Macala Acres, it is unclear whether the requirement to install the stub-out would have been required, or reserving access only. The current requirements dictate that a stub-out be provided for future connection, or that the connection be made if a stub-out on the adjoining property or access has been set aside, if recommended by the Technical Review Committee.

Planning Commission will need to decide if the connection should be installed, on both sides (R-4 tract and Macala Acres access), whether the stub-out should be provided only on the R-4 tract, or whether the connection can be omitted entirely.

Landscape buffers

There is a table provided in the **PD Narrative** documentation that provides buffer widths and the required plantings. The **PD perimeter buffer is stated as being 25' in width**; however, there has been at least one property owner that has **requested that the perimeter buffer be increased to 50' in width** in areas that but existing residential.

Traffic Impact Analysis (TIA) recommendations:

The traffic impact analysis (TIA) provided by the applicant was completed by Stantec Consulting Services, Inc. The recommendations provided in the TIA were in accordance with SCDOT and City of Conway guidelines. The report assumed that the project would be completed in 2 primary phases, Phase 1 and Phase 2, and the recommendations for each phase of the project were provided in the report.

The entire report can be provided, if requested; however, the executive summary and the summary of findings and recommendations have been included in your packet.

Intersections were analyzed in the TIA:

- 1. US 378 & Juniper Bay Rd;
- 2. US 378 & Airport Rd/Project Driveway (DW) #1;
- 3. US 378 & Dirty Branch Rd/Project DW #2;
- 4. US 378 & Commercial DW;
- 5. US 378 & Jerry Barnhill Blvd;
- 6. US 378 & Dayton Drive;
- 7. Juniper Bay Rd & Project DW #3;
- 8. Dunn Shortcut Rd & Juniper Bay Rd;
- 9. Dunn Shortcut Rd & Leatherman Rd; and
- 10. Dunn Shortcut Rd & Project DW #4.

Recommended exclusive right-turn lanes

Per SCDOT's Roadway Design Manual considerations and the criteria provided in SCDOT's Access and Roadside Management Standards (ARMS, 2008), the following right/left turn lanes are recommended at the following locations:

Right-turn lanes recommended:

- US 378 & project DW #1 (ph. 1)
- US 378 & Juniper Bay Rd (ph. 1)
- UUS 378 & project DW #2 (ph. 2)
- US 378 & Dayton Drive (ph. 2)

Left-turn lanes recommended:

- US 378 & project DW #1 (ph. 1)
- US 378 & Juniper Bay Rd (ph. 1)
- US 378 & project DW #2 (ph. 2)
- US 378 & project DW #4 (ph. 2)
- US 378 & Dayton Dr. (ph. 2)

Further analysis and recommended improvements in **Phase 1**:

- US 378 & Juniper Bay Rd: warrants the installation of an exclusive eastbound left-turn lane and
 an exclusive right-turn lane with or without the proposed development. The TIA recommends
 installation of this improvement in order to mitigate the increased delay.
- US 378 & Airport Rd: signalization of this intersection is recommended when warranted, as well
 as the installation of exclusive left-turn lanes at all intersection approaches and a westbound rightturn lane along US 378.
- US 378 & Dirty Branch Rd/GFL Environmental Driveway: increased delays to this intersection to be mitigated in Phase 2.

Further analysis and recommended improvements in **Phase 2**:

- US 378 & Juniper Bay Rd: Phase 1 turn-lane improvements are projected to provide improved
 *LOS over the no build conditions.
- US 378 & Airport Rd/project DW #1: No improvements beyond the Phase 1 improvements are recommended.
- US 378 & Dirty Branch Rd: signalization of this intersection is recommended when warranted, as well as the installation of exclusive left-turn lanes at all intersection approaches and a westbound right-turn lane on 378. With the anticipation that this intersection is projected to experience an undesirable LOS F even with signalization, the study also recommends that widening of US 378 be extended from where it ends east of Dayton Drive to the west of this intersection, narrowing back to 2-lanes west of Dirty Branch Rd.
- US 378 & Dayton Drive: No additional improvements recommended beyond the exclusive westbound right-turn lane and the exclusive eastbound left-turn lanes along US 378, per SCDOT's turn lane warrant analysis.

*LOS: Level of Service – a qualitative measure used to relate the quality of motor vehicle traffic service. LOS is used to analyze roadways and intersections by categorizing traffic flow and assigning quality levels of traffic based on performance measures like vehicle speed, density, congestion, etc. Level of service range from LOS A (free flow of traffic) to LOS F (forced or breakdown flow, *i.e.* a traffic jam).

Table E.1 of the TIA (included in packet) provides a table indicating the recommended improvements that are specified above.

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).

The Tributary development agreement is proposed to be for a period of 10 years, and the subject property contains 250 acres +/- of highland.

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)).

Some items that will be considered by Council, to be contained within the development agreement include:

- The required offsite improvements (*i.e.* traffic improvements)
- Access through the city shop complex (*i.e.* land swap)
- City Park acreage
- Installation of trail system / connection
- Possible enhancement fees

Additional information regarding development agreements can be provided if needed. A draft of the proposed development agreement has been included in your packet.

Airport Environs Overlay Zone (Horry County Overlay)

The property is within the County's Airport Environs Overlay Zone. This overlay, per the County's Zoning Ordinance, exists to ensure current operations and future expansions of the County's publicly-owned and operated aviation facilities are not hindered by encroachment of structures or objects into required aircraft approach paths or airspace.

Pages from the County's zoning ordinance relating to the overlay zone has been included in your packet.

Additionally, SC Code of Laws, Title 55, Ch. 13 – Protection of Airports and Airport Property, states the following:

• Land use decisions by county and municipal governments and local agencies shall take into account the presence of airport land use zones and airport safety zones and consult with the division, when possible, prior to making land use decisions within airport land use zones and airport safety zones. If the division provides comments, within 30 days, the governmental body must respond substantively in writing to each comment, separately stated before the issuance of the permit or approval. If the division believes the proposed project may have a substantial impact on aviation safety, create an imminent or foreseeable hazard to aviation safety, or result in a nuisance or an incompatible land use, the division may seek relief, including enjoining the activity or abatement of the condition giving rise to the division's comments.

While the City does not currently have an airport overlay adopted for this area, because there is state law addressing the issue, state law will take precedence. Below is a link that will provide additional details about compatible land uses near airports; in this case, the Conway Airport on Hwy 378, which is under the purview of the Horry County Division of Airports.

South Carolina Compatible Land Use Evaluation (CLUE) Tool:

https://scaeronautics.sc.gov/CLUE/TrialArea

As of December 29, 2023, staff has not received any new information from the County Division of Airports regarding comments on the request other than acknowledgement of receiving the information from the Airport Director.

PLANNING COMMISSION MEETING – NOVEMBER 27, 2023:

The public hearing was held. Several people spoke in opposition to the request. Their concerns included traffic congestion, lack of infrastructure, stormwater & flooding, and density. PC deferred the requests (annexation/rezoning and development agreement) so that a workshop could be held with the applicants for additional discussion.

PLANNING COMMISSION WORKSHOP – DECEMBER 20, 2023:

Discussion from the workshop included the following:

- **Flex districts** (F-1; F-2 tracts) and multifamily use/density;
 - O Applicant explained the reasoning behind the multifamily use on the F-1 and F-2 tracts (flex) and that the desired use was commercial, but in the event that the property is still vacant in the future rather than it continue to sit vacant, that the use of multifamily be permitted if the market was suited for that use at such future time.
 - Discussion regarding limiting a portion of the F-1 tract to commercial only (portion with frontage on Hwy 378).
- **Stormwater concerns** the need for a detailed stormwater management plan, as the general stormwater plan submitted was only for 10% of the project area;

- **Street (asphalt) width in development**: some of the streets are shown to be 22' in width and should be a min. of 24';
- Requested modification from the residential design standards; specifically, the request to allow snout houses (garages to protrude more than 10' from front façade of house) for 50% of the lots;
 - PC may be amenable to allowing some of the lots to include "snout" houses, but at a much smaller percentage.
- Land swap for the proposed roadway going through the city shop complex and other options for a connection between tracts on Dayton Drive (R-3 and R-4) to the remainder of the development;
- Connection from the R-5 tract fronting on Dunn Shortcut Rd to the remainder of the development;
 - Applicant may install an open space connection (i.e. pedestrian / bicycle / golf cart) that some sort of interconnectivity is provided.
- Connection (interconnectivity requirement) through the Macala Acres subdivision: staff continues to support the connection. The applicant is not opposed to installing the connection. The residents of Macala Acres are opposed to the connection.
 - The connection would provide another means of travel for the residents of Macala Acres and the residents of the proposed development and keep some of the traffic off of Hwy 378.
 - All roads in Macala Acres are public roads owned and maintained by the City of Conway. The same will be true of the roads within the proposed (Tributary PD) project.
- Lot sizes/lot widths proposed throughout the development 20' wide is too narrow. PC asked that the applicant submit something that shows what the development would look like with 20' 40' lot widths, and that 50' widths is as low as they would typically like to see;
 - PC asked if a schematic of a typical block in the proposed development could be provided showing the requested lot widths and style of homes proposed.
 - Applicant stated that the smallest single-family (detached) lot width shown on their site plan (submitted with PD) is 37'.
- Landscape buffers / trail connection(s) applicant would like a reduction in the required buffer to a Type A (5' width) buffer along the canal trail only;
 - Staff will need to ensure that the original perimeter buffer of 25' is maintained. That is a requirement of the PD ordinance; however, staff is OK with the canal trail and Type A buffer being located within the canal trail if going to be retained/maintained by developer and/or HOA. This may need additional discussion.
 - When the 50' buffer width was discussed, the applicant stated that a 50' distance could be maintained, short of including boundaries that needed improved stormwater

infrastructure (*i.e.* boundary closes to Juniper Bay Rd); however, a 25' buffer was platted on the site plan. With the wetlands, trail, etc., most boundaries exceeded the 25' buffer distance from adjacent properties.

- **Distance from the closest fire station** was discussed. Chief Le Hendrick stated that the 5-mile radius to maintain the city's ISO rating would be maintained with the addition of a county fire station on El bethel Rd;
- **Fire training facility at City shop complex**: facility is located on the stormwater side of the proposed road going through the city's shop complex. The facility was recently built, and there are no other locations for the facility to relocate to at this time.

Points for PC to keep in mind following the workshop:

- The property is within the city's utility service area, and annexation will be required (for parcels not already in the city limits) to be requested before permits are applied for if a connection to city utilities are necessary. It does not have to be annexed as the applicant's desired zoning designation. The default zoning upon annexation is "R", which would not require PC review. Under the R designation (low-density residential), the applicants could utilize the conservation subdivision design when developing. Under a conservation subdivision design, the lot sizes would be required to be 6,000 sq. ft. vs. the 10,000 sq. ft. lot size requirement, and the min. lot width required would be 60' rather than the 100' lot width required under the R zoning.
- Both tracts off of Dayton Street (tracts R-3 and R-4) are already in the city limits. Tract R-4 (directly adjacent to Macala Acres subdivision) is currently zoned R-1 (low/medium density residential). Tract R-3 is zoned R-3 (high-density residential) and by right can be developed as high-density residential, including multifamily development under the current R-3 zoning.
- Timing of traffic improvements, enhancement fees, land swaps, etc. can all be negotiated with City Council when considering the development agreement.
- Other large annexation / rezoning request(s) recently considered were asked to, and did provide a more detailed H&H study (or ICPR study) for stormwater calculations; however, it cannot legally be required if the properties are annexed under straight zoning of R (or R-1 zoning).
- Staff would prefer that the road issue be resolved prior to moving forward to Council for consideration; whether that would a potential land swamp and training facility relocation / agreement, or the applicants to provide a plan showing another option that does not include the city shop complex.
- A Planned Development (PD) district provides for large-scale, quality development projects with mixed land uses which create a superior environment through unified development and provides for the *application of design ingenuity while protecting surrounding developments*. PD districts should permit:
 - o flexibility in design in order to take the greatest advantage of natural land, trees, historical, and other features:

- o accumulation of large areas of usable open space for recreation, preservation of natural amenities, and provision of community facilities;
- o creation of a variety of residential and compatible neighborhood arrangements that give home occupants greater choice in selecting types of environment and living units;
- o clustering on one residential type for better use of land and open space;
- o 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 the visual character of the city; and
- efficient use of land which may result in reduction in development and maintenance costs of street and utility systems.

STAFF RECOMMENDATION:

Staff recommends that after holding the required public hearing on the requests, that Planning Commission thoroughly review the applicants requests and make an informed recommendation to City Council.

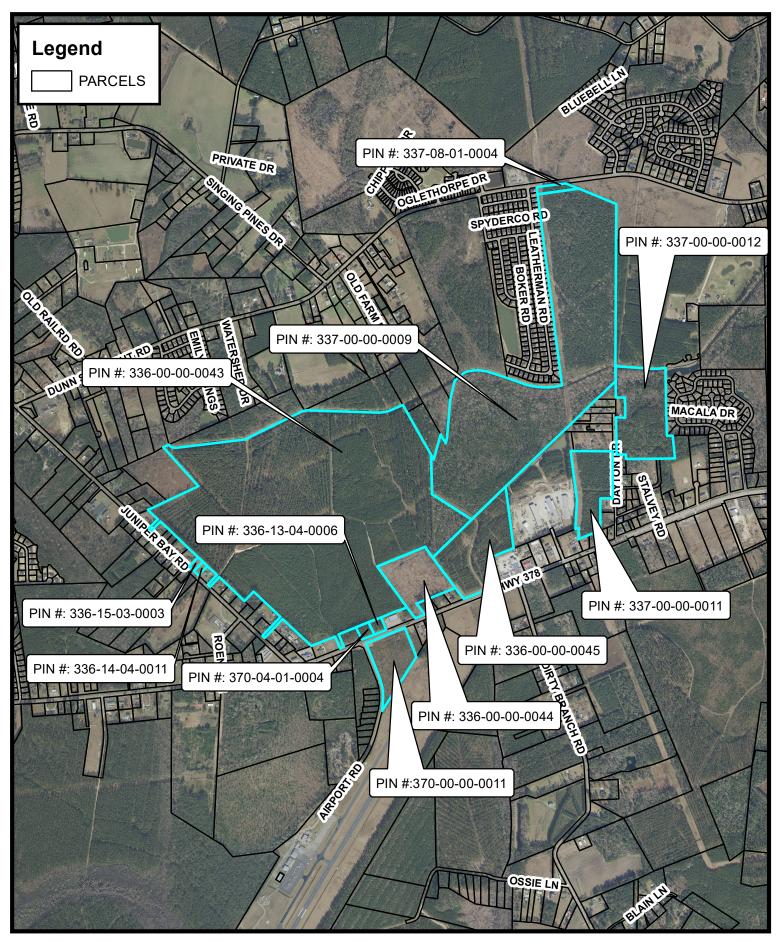
Packet Inserts:

The applicants have also provided the following:

- Traffic Impact Analysis (TIA);
- PD Narrative w/ exhibits;
- Master Plan;
- Development Agreement (draft)

Tributary

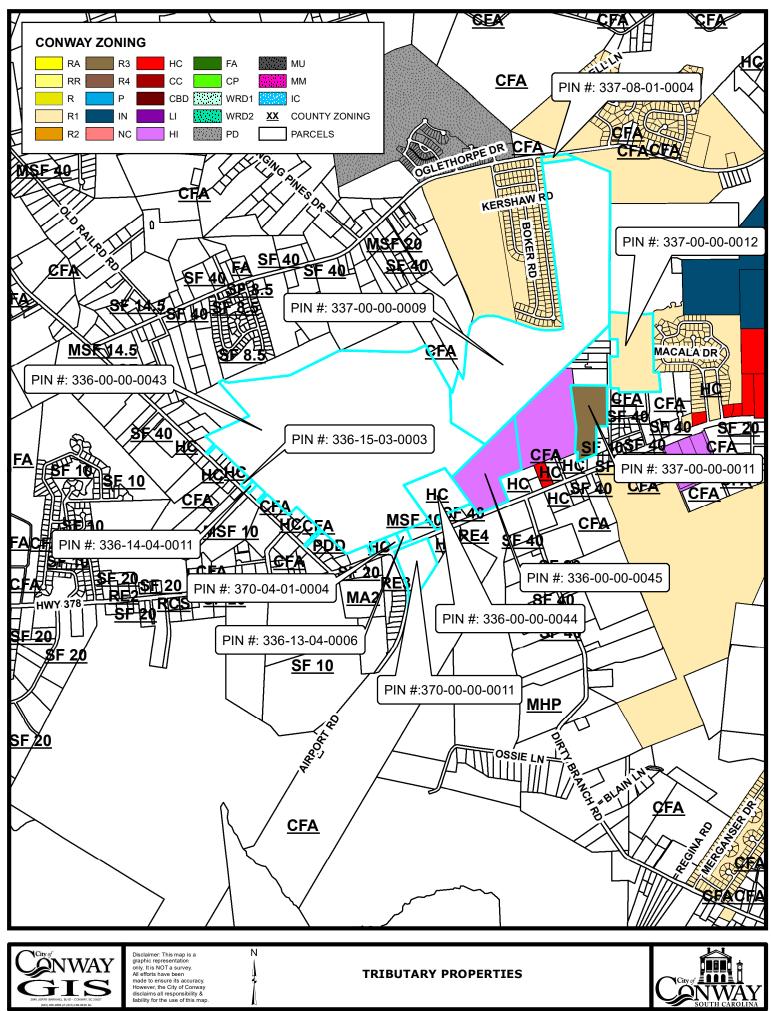
GIS MAPS

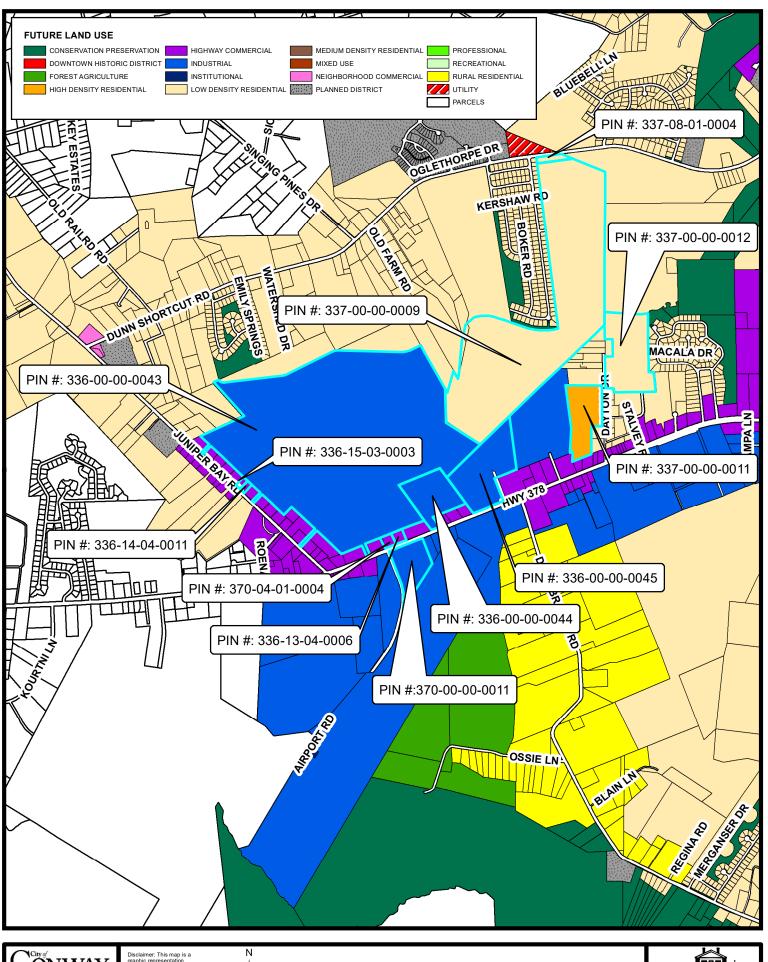




Disclaimer: This map is a graphic representation only. It is NOT a survey. All efforts have been made to ensure its accuracy. However, the City of Conway disclaims all responsibility & liability for the use of this map.

TRIBUTARY PROPERTIES

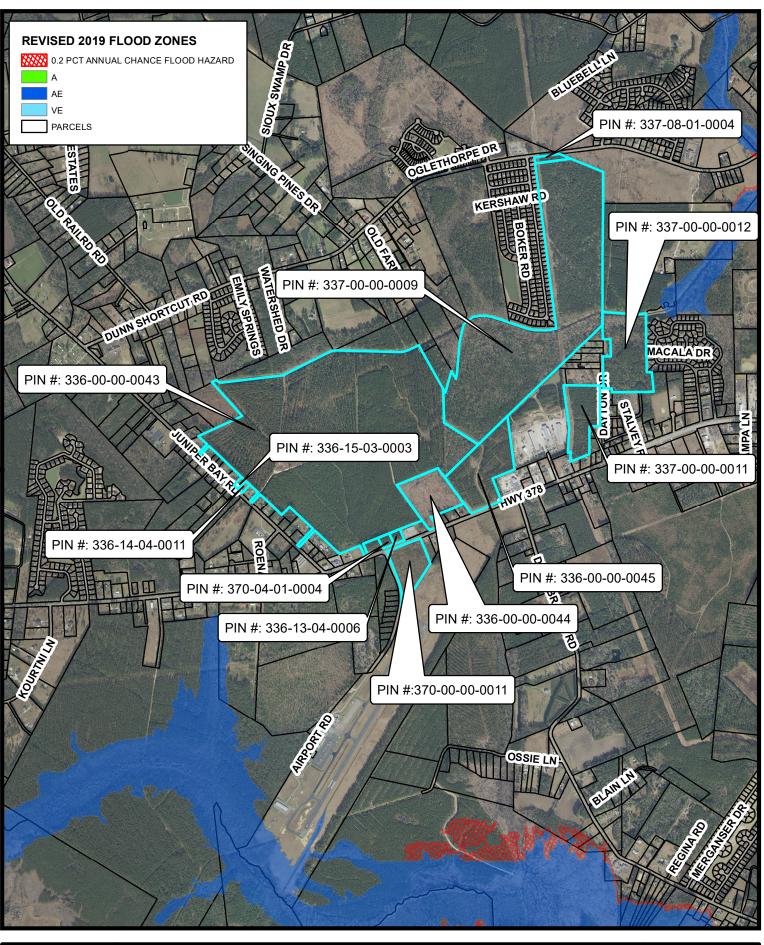






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TRIBUTARY PROPERTIES





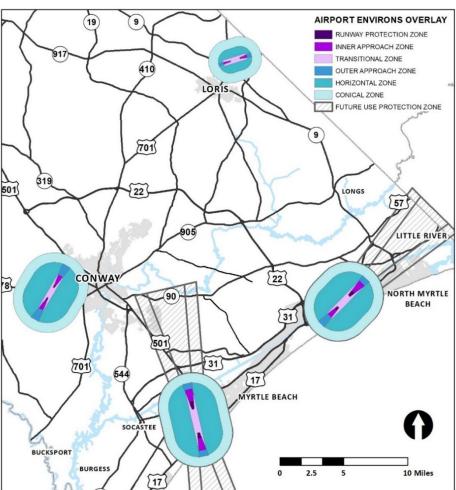
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TRIBUTARY PROPERTIES



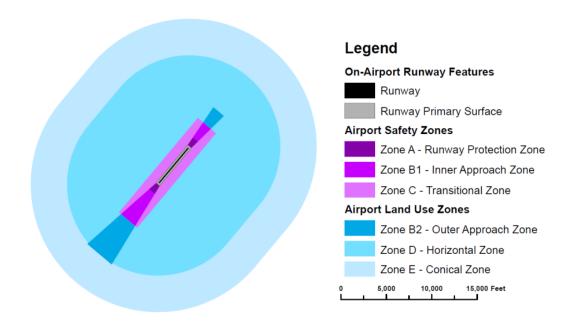


Airport Environs Overlay Map



Airport Environs Typical





C. USE AND HEIGHT RESTRICTIONS.

No permanent or temporary use may be made of areas, land or water within any zone established by this ordinance in such a manner as to:

- 1. Create electrical interference with navigational signals or radio communications between the airport, aircraft, and/or any Air Traffic Control Facility, whether such facility is operated by the FAA (or its successor) or operated by a non-FAA entity; or
- 2. Make it difficult for pilots to distinguish between airport lights and others, resulting in glare in the eyes of pilots using the airport, create bird strike hazards, or otherwise in any way creating a hazard or endangering the landing, takeoff, or maneuvering of aircraft intending to use the airport.
- 3. Conflict with land use recommendations made by the South Carolina Aeronautics Commission through the Airport Compatible Land Use Evaluation Tool. Any of the following shall require a review by the SC Aeronautics Commission and Horry County Department of Airports, and may require a review by the FAA:



AIRPORT ZONE	BUILDING HEIGHT	ZONING CHANGES	RESIDENTIAL	Commercial
Runway Protection Zone	> 10 ft	All	All	All
Inner Approach and Transitional Zone	> 30 ft	All 2 or more acres	2 or more units, including multi- family or single family with less than 2 acre lots	All new occupied structures
Outer Approach Zone	> 120 ft	All 5 or more acres	3 or more units, including multi- family or single family with less than 1.5 acre lots	All new occupied structures 5,000 sq ft or greater and non-retail fuel storage and distribution facilities
Horizontal and Conical Zones	> 120 ft	Not Applicable	Not Applicable	Regional shopping centers, large schools, hospitals, indoor and outdoor event centers, and industrial uses that would produce large and/or dense plumes
Future Use Protection Zone	≥ 200 ft	Not Applicable	Not Applicable	Not Applicable

4. A Determination of No Hazard to Air Navigation from the FAA shall be required for any new permanent or temporary structure over 200 feet tall within the overlay zone.

D. REVIEW AUTHORITY.

The Horry County Planning and Zoning Department will be the development review authority in the unincorporated areas in the vicinity of the airport facilities. The Horry County Planning and Zoning Department will act as liaison to the Horry County Department of Airports to solicit comments and recommendations regarding proposed development or redevelopment within the airport environs overlay. The Horry County Department of Airports will coordinate with the FAA to ensure compliance with the Federal Aviation Regulations (FAR) Part 77.

Tributary PD

Narrative

TRIBUTARY

PLANNED DEVELOPMENT DISTRICT

LENNAR CAROLINAS, LLC
HIGHWAY 378 LANDING HOLDINGS, LLC

NOVEMBER 15, 2023



REVISIONS

- 1. Planning & Zoning revisions dated 2023.10.27 received from Jessica Hucks and Brent Gerald.
- 2. Added ARB items to Section 5

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SECTION 1

- NARRATIVE
- BUBBLE PLAN
- CAPACITY STUDY
- OPEN SPACE PLAN
- CONCEPTUAL WATER PLAN
- CONCEPTUAL SEWER PLAN
- CONCEPTUAL DRAINAGE PLAN
- STREET FRAMEWORK PLAN
- STREET SECTIONS
- TOPO EXHIBIT

SECTION 1: PURPOSE AND INTENT STATEMENT

Tributary Planned Development is located in the City of Conway near the intersection of SC Highway 378 and Juniper Bay Road. The project is identified as 486.5 acres consisting of PINs 336-00-00-0043, 336-00-00-0044, 336-00-00-0045, 336-13-04-0006, 336-14-04-0011, 336-15-03-0003, 337-00-00-0009, 337-00-00-0011, 337-00-00-0012, 337-08-01-0004, 370-00-00-0011 and 370-04-01-0004. The Planned Development envisions a mixed-use community consisting of differing types and styles of single-family homes and a variety of commercial uses to meet the needs of the existing and future residents of Conway. The development will be accessed from S.C. Hwy. 378, Juniper Bay Road, Dunn Short Cut Road, Dayton Drive, and Stalvey Road. The community is near regional highways including US 501, S.C. Hwy. 701, and S.C. Hwy. 905. Open space is varied and provided throughout the development in the form of passive and active features, with a pronounced linear parkway on the north side parallel to and encompassing Oakey Swamp. Spatial and landscape buffer treatments around the perimeter and environmentally sensitive areas enhance and protect existing land uses, residents and the general public.

SECTION 2: DEVELOPMENT SUMMARY

Tributary PD shall be developed in five (5) residential phases, two (2) "flex" phases that allow residential and commercial uses, and two (2) commercial phases, together with amenity areas, stormwater ponds, park and open space areas, multi-purpose paths, roads and utilities. The Bubble Plan shall be binding on the Subject Parcels and any material amendment shall be in accordance with Article 6.4.2 of the Conway UDO.

A summary of each phase of development is set forth in the Tables included herein. Lot layouts and unit counts as shown on the Capacity Study are estimations for illustrative purposes and are meant to serve as a maximum capacity for the subject parcels to which they are assigned.

Uses listed and approved herein shall be used as designated to their correlating use district as shown on the conceptual PD Bubble Plan throughout the community. Any material increase in the overall unit count or gross density in Tributary shall be considered a Major Amendment to the PD, subject to approval by the Conway City Council. Transfer of units between districts shall be considered a Minor Amendment to the Tributary PD as long as total maximum is not exceeded and use districts shall be capped at 125% of the density as shown in the Development Summary Table.

DEVELOPMENT SUMMARY TABLE

Use District	Туре	# of units	Acreage	Upland	Wetland	Gross Density	Net Density	% of Project
	Single-Family Detached	591		215.6	29.2	3.1	3.6	
	Duplex Semi-Attached	102	244.9					50%
Residential R-1	Townhome	75						
	Residential R-1 Total	768						
	Single-Family Detached	160						
Residential R-2	Duplex Semi-Attached	62	80.8	73.2	7.6	3.5	3.9	17%
kesideniidi k-2	Townhome	62						
	Residential R-2 Total	284						
	Single-Family Detached	40		14.7	0.0	4.5	4.5	
	Duplex Semi-Attached	0	14.7					3%
Residential R-3	Townhome	26						
	Residential R-3 Total	66						
	Single-Family Detached	45	32.0	30.7	1.3	4.6	4.8	
D. C.L. C.L.D.A	Duplex Semi-Attached	0						7%
Residential R-4	Townhome	103						
	Residential R-4 Total	148						
	Single-Family Detached	181						
D. M. M. D.	Duplex Semi-Attached	12	67.3	66.0	1.3	2.9	2.9	14%
Residential R-5	Townhome	0						
	Residential R-5 Total	193						
Flex District F-1	Multi-family or Townhome	300	32.1	27.7	4.5	9.3	10.8	7%
Flex District F-2	Multi-family or Townhome	8	0.9	0.9	0.0	8.7	8.7	0%
Commercial C-1	Highway Commercial	N/A	2.7	2.7	0.0	N/A	N/A	1%
Commercial C-2	Highway Commercial	N/A	10.9	10.9	0.0	N/A	N/A	2%

SECTION 3: PERMITTED USES AND DIMENSIONAL REQUIREMENTS

Permitted Uses – Use districts shall be in accordance with the "Tributary Bubble Plan"

1. Permitted Residential Uses

- A. Single-Family Detached
- B. Duplex Semi-Attached
- C. Townhomes (in-common & fee-simple)

2. Permitted Flex District Uses

- A. All uses allowed in Highway Commercial (HC)
- B. Townhomes (in-common & fee-simple)
- C. Multi-Family
- D. All those specific uses listed under Community Residential Care Facility (CRCF) excluding Group Home
- E. All those specific uses listed under Assembly per the City of Conway UDO

3. Commercial District C-1 Uses

- A. All uses allowed in Highway Commercial (HC)
- B. All those specific uses listed under Community Residential Care Facility (CRCF) excluding Group Home
- C. All those specific uses listed under Assembly per the City of Conway UDO

4. Commercial District C-2 Uses

- A. All uses allowed in Highway Commercial (HC) per the City of Conway UDO
- B. All uses allowed in Light Industrial (LI) per the City of Conway UDO

DIMENSIONAL STANDARDS TABLE

	Lot Area Min Lot Wi		Min. Lot n Depth	Setbacks				
Use		Min. Lot Width		Front	Side	Rear	Side Corner	Height
Residential Districts								
20' SF Detached	2,000 sf	20'	100'	15'	5'	20'	10'	40'
25' SF Detached	2,500 sf	25'	100'	15'	5'	20'	10'	40'
30' SF Detached	3,000 sf	30'	100'	15'	5'	20'	10'	40'
35' SF Detached	3,500 sf	35'	100'	15'	5'	20'	10'	40'
37' SF Detached	3,500 sf	35'	100'	15'	5'	20'	10'	40'
42' SF Detached	4,000 sf	40'	100'	15'	5'	20'	10'	40'
52' SF Detached	5,000 sf	50'	100'	15'	5'	20'	10'	40'
Duplex Semi-Attached	3,700 sf	37'	100'	15'	0'/5'	20'	10'	40'
Townhome	1,800 sf	18'	100'	15'	0'/5'	20'	10'	40'
Flex Districts								
Commercial Uses	8,000 sf	80'	100'	30'	15'	20'	20'	65'
Townhome	1,800 sf	18'	100'	15'	0'/5'	20'	10'	40'
Multi-family	5 acres	50'	100'	15'	15'	15'	15'	65'
Commercial Districts								
Commercial Uses	8,000 sf	80'	100'	30'	15'	20'	20'	65'
Light Industrial Uses	15,000 sf	75'	200'	30'	20'	20'	25'	50'

- 1. SF = Single-Family
- 2. In-common townhome structures and multi-family buildings shall be subject to a 15' perimeter setback on all sides.
- 3. Duplexes and Townhomes shall have a 0' side setback where common walls are utilized.
- 4. Minimum separation between townhome structures shall be 20'.
- 5. Minimum separation between multi-family structures shall be 20'.
- 6. Commercial uses in the Flex and Commercial Districts may have 0' side-to-side minimums, when lot lines are internal to differing tenants within the same building.
- 7. Commercial uses in Flex District 1 may have 10' front setbacks on lots not fronting Hwy 378.

SECTION 4: ADDITIONAL REQUIREMENTS THROUGHOUT THE PD DISTRICT

1. Complete Streets

- A. Streets within the Tributary Planned Development shall be designed and constructed per the attached and referenced cross sections below:
 - I. Collector Road with Median Exhibit C1.1
 - II. Collector Road Exhibit C1.2
 - III. Minor Collector Road Exhibit C1.3
 - IV. Local Street Exhibit C1.4

2. Offsite Road and Traffic Improvements

A. Offsite road and traffic improvements associated with Tributary PD shall be installed per the SCDOT approved Traffic Impact Analysis dated October, 2023.

3. Blocks

A. Blocks shall not exceed a length of 2,000 linear feet.

4. Cul-de-sacs

- A. Cul-de-sacs shall not exceed a length of 1,200 linear feet.
- B. The use of cul-de-sacs shall be at the discretion of the developer and approved by the Planning Director when there are no other reasonable alternatives.
- C. Cul-de-sacs shall not originate from a dead-end street.

5. Connection to Adjoining Property

A. Streets classified as a Local Street, or any street carrying less than 2,000 ADT's, shall not be required to connect (stub-out) to vacant, undeveloped properties adjacent to the Tributary PD unless otherwise shown on the Master Plan approved with this Ordinance.

6. Project Ingress/Egress

A. There are multiple points of external ingress/egress into Tributary PD from the surrounding street network. The main entrance from SC Hwy 378 shall feature signage, landscaping, a center median and a minimum three (3) lanes (one inbound and two outbound). In all instances the developer shall be responsible for constructing ingress/egress to the project in accordance with SCDOT approved TIA.

7. Open Space

- A. Open space is being provided within the Tributary Planned Development by way of a City Park, City Canal Trail, and neighborhood scale open space owned and maintained by the POA. Neighborhood scale open space (pocket parks, mini-parks, etc.) shall be exempt from the Suitability Requirements as defined in the City of Conway Unified Development Ordinance Section 10.3.9.
- B. Required open space is a derivative of the total number of lots (1,767) multiplied by Average Household size per the latest US Census (2.6) multiplied by .008 per the Conway UDO. Total required open space is as follows;

 $1,767 \times 2.6 \times .008 = 36.7$ acres total open space

Use District	Required Open Space	Provided Open Space	Upland Open Space	Wetland	Wetland Buffer	Ponds
Residential R-1	16.0 ac	78.6 ac	22.6 ac	24.8 ac	11.8 ac	19.3 ac
Residential R-2	5.9 ac	30.4 ac	14.9 ac	6.4 ac	1.3 ac	7.8 ac
Residential R-3	1.3 ac	5.1 ac	4.6 ac	0.0 ac	0.0 ac	0.5 ac
Residential R-4	3.1 ac	13.4 ac	9.6 ac	1.1 ac	1.3 ac	1.4 ac
Residential R-5	4.0 ac	24.5 ac	18.5 ac	1.1 ac	1.0 ac	3.9 ac
Flex District F-1	6.2 ac	6.2 ac	0.0 ac	3.8 ac	2.4 ac	0.0 ac
Flex District F-2	0.2 ac	0.0 ac	0.0 ac	0.0 ac	0.0 ac	0.0 ac
City Park & Canal Trail	N/A	22.0 ac				

8. Landscape Buffers and Quantities

Plant quantities per 100 lf of buffer

Plant quantities per 100							
Landscape Areas	Landscaping Type	Minimum Width	Canopy	Understory	Tall Shrub		
PD External Perimeter	Type C	25'	3	5	25		
Residential							
PD External Perimeter	Type C	25'	3	5	25		
R-1 to C-1	Туре В	15'	2	3	20		
R-1 to F-1	Туре В	15'	2	3	20		
R-1 to F-2	Туре В	15'	2	3	20		
R-2 to F-1	Туре В	15'	2	3	20		
Flex/Commercial							
PD External Perimeter	Type C	25'	3	5	25		
F -1 to Hwy 378	GCO	10'	2	2	18		
C-1 to Hwy 378	GCO	10'	2	2	18		
C-2 to Hwy 378	GCO	10'	2	2	18		
F-1 to R-1	Type B	15'	2	3	20		
F-1 to R-2	Type B	15'	2	3	20		
F-2 to R-1	Type A	5'	N/A	2	18		
C-1 to R-1	Type B	15'	2	3	20		
Local streets	Street	8'	2	2	15		
Parking Lots	Parking Lot	5'	1 per 12 spaces	N/A	25		
Landscape Islands	9' x 19' Island	N/A	1	N/A	5		

^{1.} GCO = Gateway Corridor Overlay, Article 6.5.2 of the Conway UDO

^{2.} Buffer width and plant quantities as shown for GCO are minimums required by the Overlay and subject to increase based on the actual size of adjacent parking lots per 6.5.2.J of the Conway UDO.

9. Tree Preservation

- A. A tree survey shall be provided for each Phase within the Tributary PD prior to approval of construction plans and a land disturbance permit for the associated phase. Tree surveys shall be in accordance with the City's Tree Preservation Ordinance in effect at the time of plan submittal.
- B. Any protected trees proposed for removal shall be approved for such by the City Arborist and permitted accordingly by the City prior to removal, in accordance with the Conway Tree Preservation Ordinance.

10. Signage

A. Signage within Commercial Districts C-1 and C-2, and Flex District F-1 shall be subject to the Gateway Corridor Overlay and Sign Ordinance of the Conway UDO in effect at the time of plan submittal.

11. Parking

A. All uses specified herein shall comply with the minimum off-street parking requirements in accordance with the Conway UDO. On-street parking shall be prohibited within the Tributary PD.

12. Utilities

A. All new utility lines within Tributary PD shall be placed underground. Utility encroachment into the required buffers shall be as perpendicular as possible for tie-in to existing lines and services and shall not run parallel within the required buffer.

SECTION 5: DESIGN STANDARDS AND MODIFICATIONS:

The City of Conway's design standards shall be applicable to all of Tributary PD. Modifications to the Conway UDO are as follows:

- 1. Landscape buffers between Commercial uses shall not be required.
- 2. Where multi-purpose trails are parallel to and within required landscape buffers, the width shall be reduced to a Type A buffer.
- 3. Minimum block length shall be 270 linear feet.
- **4.** Use District F-2 landscape buffers shall meet the Type A buffer requirements of the Conway UDO on the side and rear property lines.
- 5. Sidewalks and pathways shall not be required on the perimeter of the Tributary PD.
- **6.** Streets within Tributary PD shall be designed and constructed per the attached Street Cross Section Exhibits.
- 7. Up to 50% of garages facing the street on single-family detached and duplex semi-attached units shall be eligible to protrude more than 10' past the front façade. In such instances garage faces shall have decorative design treatments to minimize their appearance.

SECTION 6: OTHER STRUCTURES AND/OR USES:

Unless otherwise specified in this document, all uses and/or structures shall comply with the standards within the Conway UDO, as well as all other City Ordinances.

SECTION 7: 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.

SECTION 8: FLOOD DAMAGE PREVENTION ORDINANCE

Tributary PD shall be and remain in compliance with the Conway Flood Damage Prevention Ordinance in effect at the time of plan submittal.

SECTION 9: MAINTENANCE AND CONTROL

Tributary PD shall be the subject of master covenants, conditions and restrictions (CCR's), which will apply to the community as a whole, as well as additional CCR's which may be applicable only to certain portions of the community.

Areas intended for dedication or fee-simple transfer to the City, including open space, parks, flood plain areas, jurisdictional and non-jurisdictional wetlands, and upland, and the appurtenances thereon, to be conveyed by Developer, its successors and assigns, 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 and received final inspection approval. 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 Tributary PD.

Tributary PD

Master Site Plan



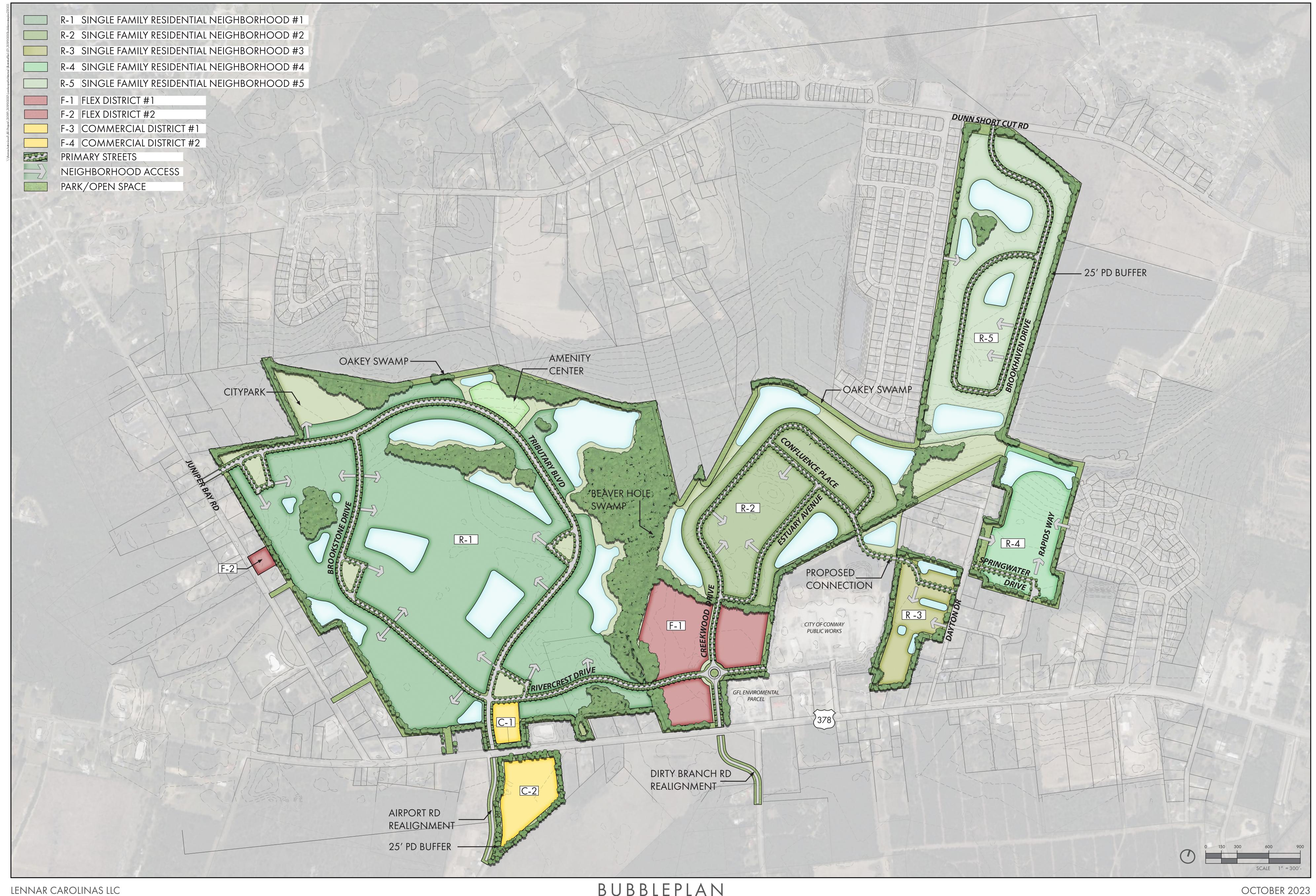
This map illustrates a general plan of the development which is for discussion purposes only, does not limit or bind the owner/developer, and is subject to change and revision without prior written notice to the holder. Dimensions, boundaries and position locations are for illustrative purposes only and are subject to an accurate survey and property description.

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Conway, South Carolina October 13, 2023

Tributary PD Conceptual Plan / Bubble Plan

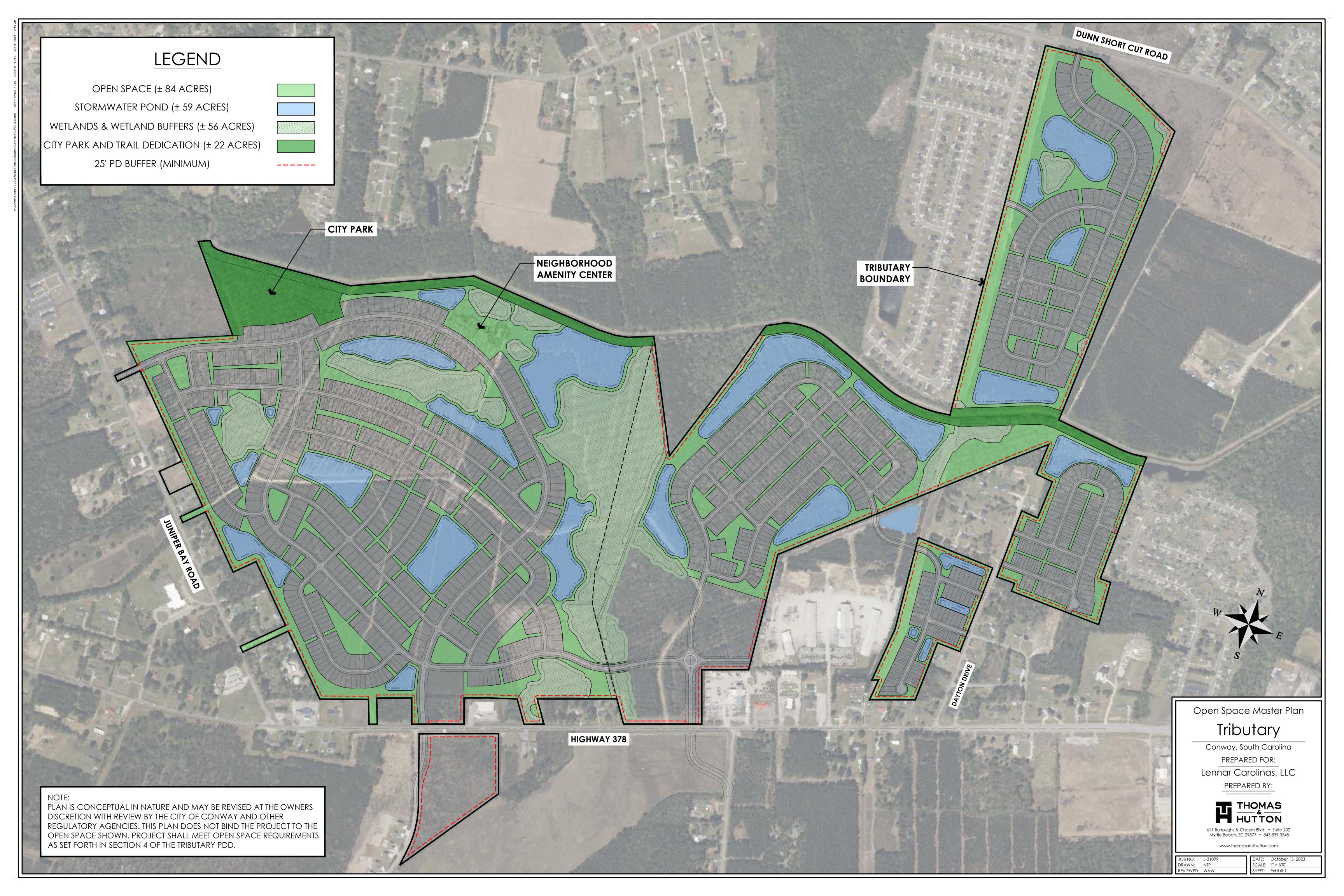


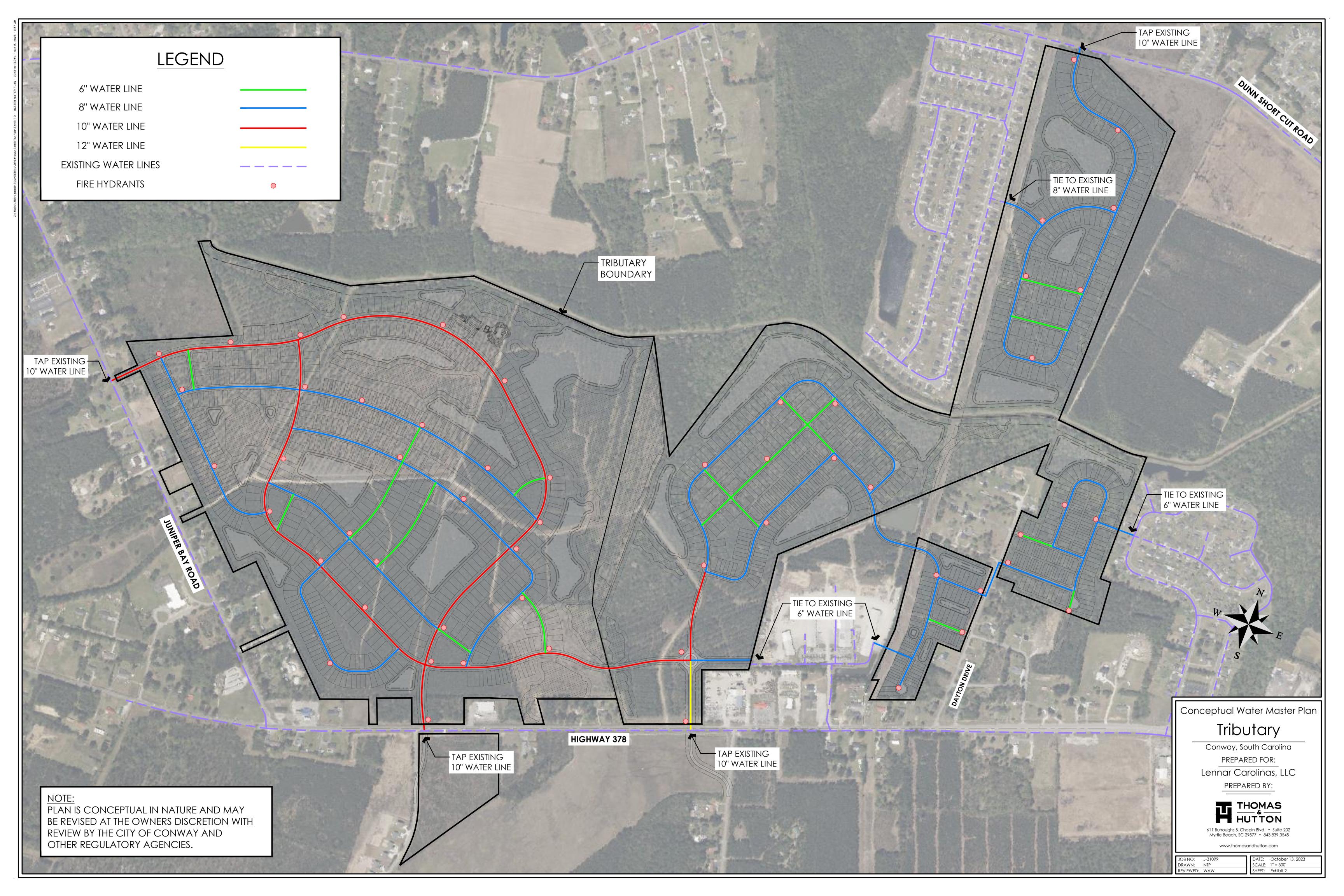
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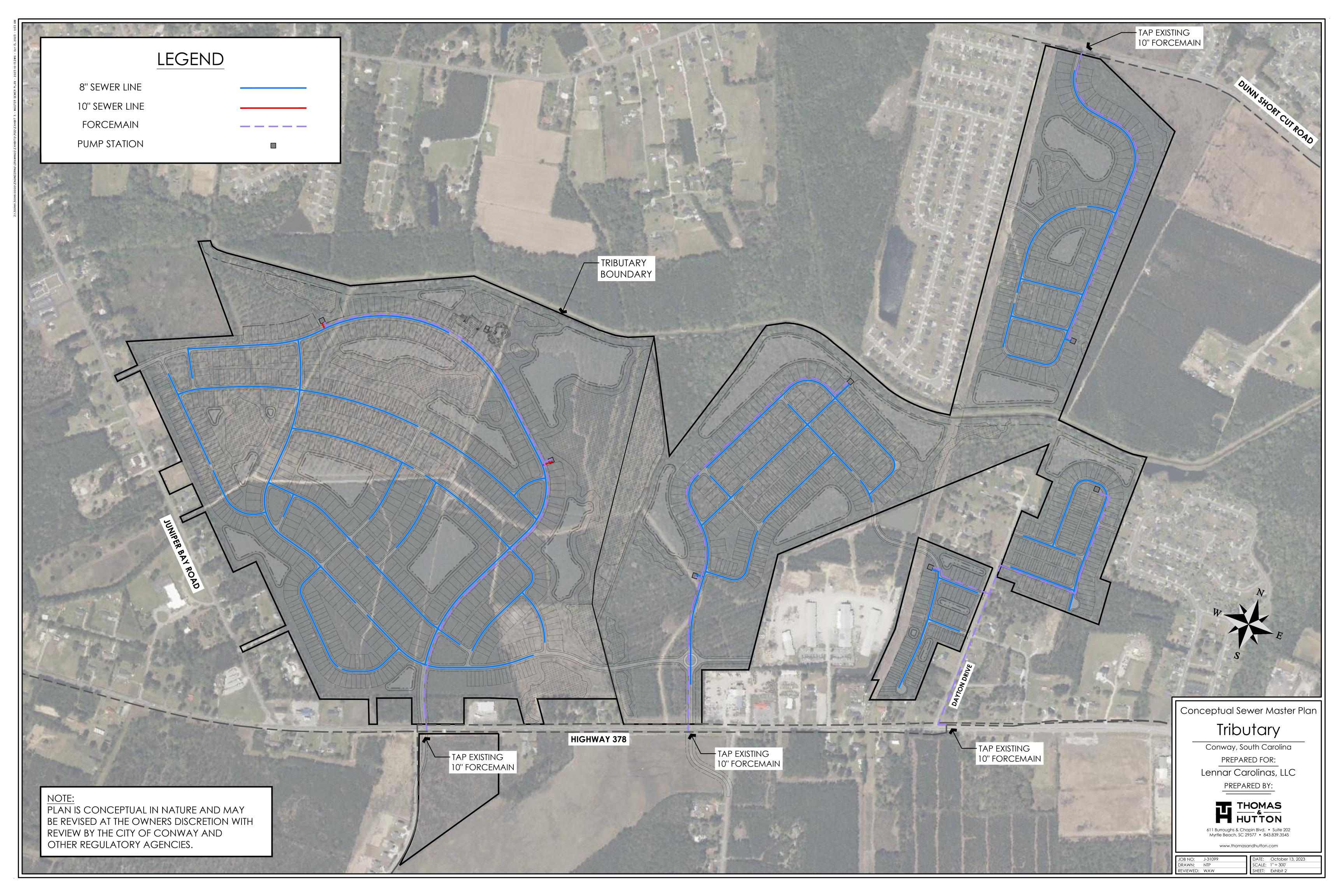
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Tributary PD

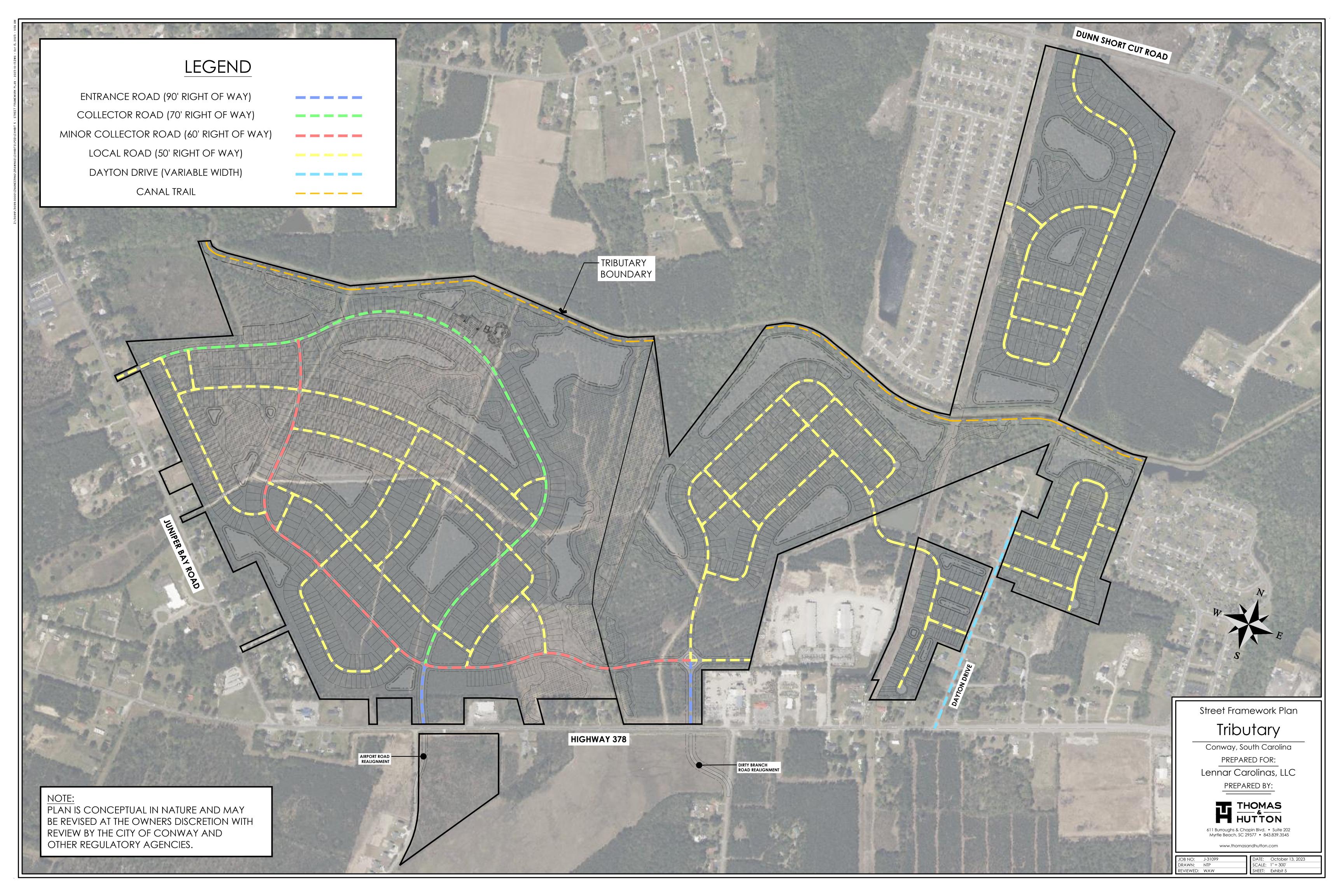
Other exhibits

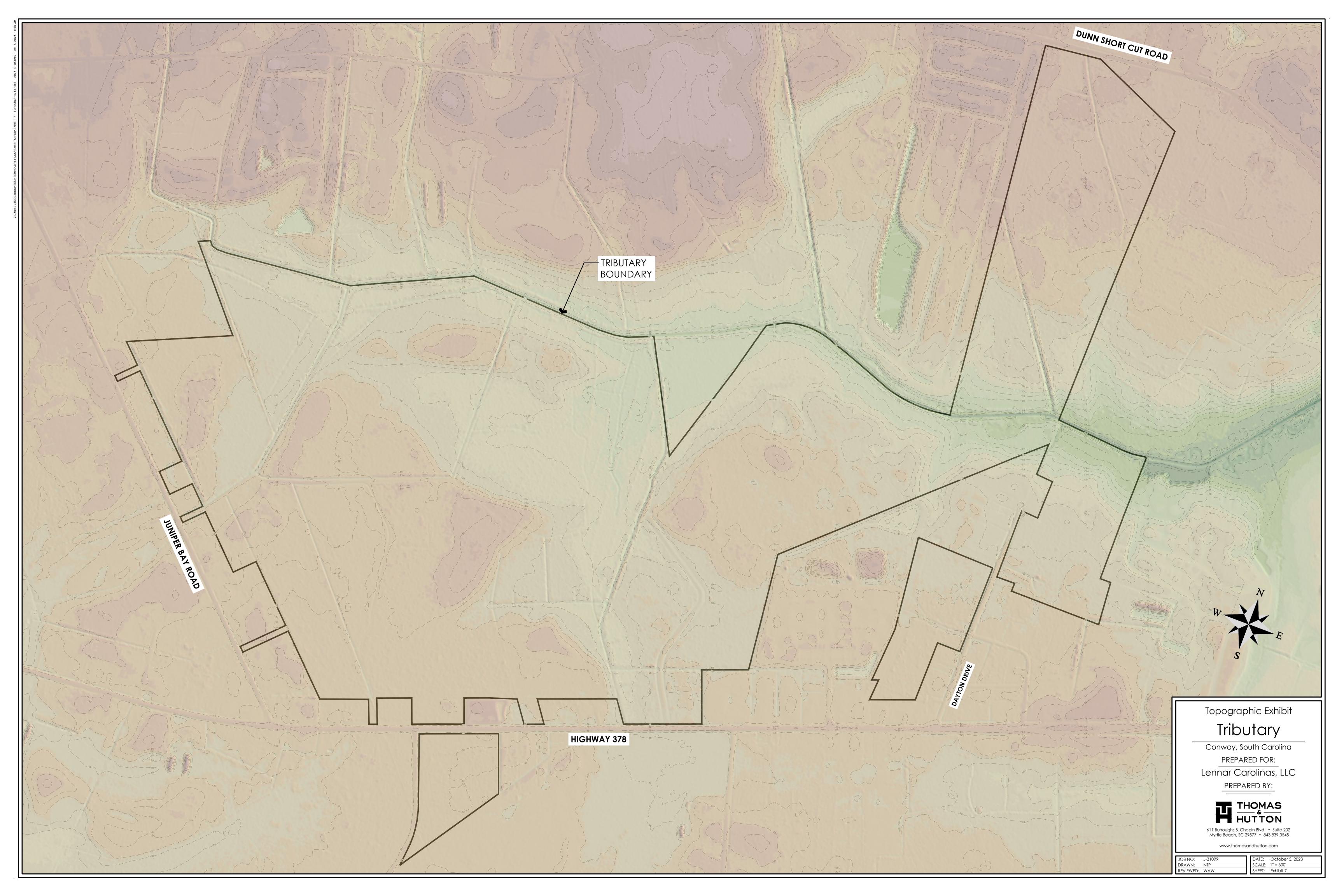






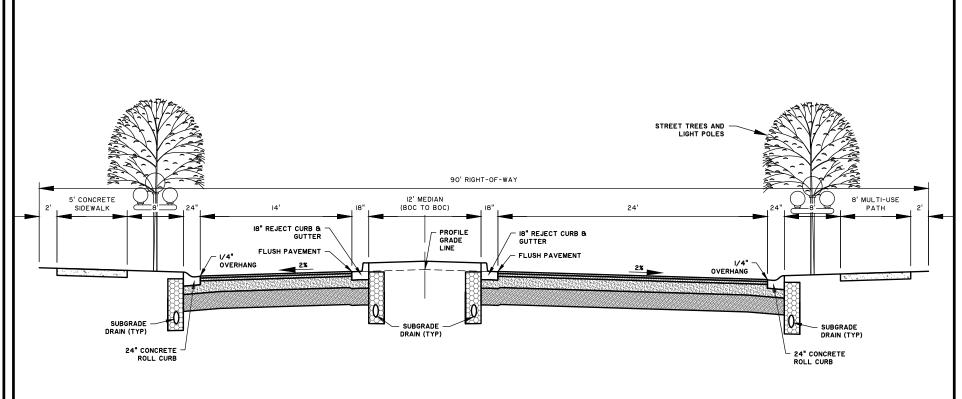






Tributary PD

Street Sections exhibits



COLLECTOR ROAD WITH MEDIAN (ENTRANCE) TYPICAL SECTION

NOT TO SCALE

TRIBUTARY

C1.

COLLECTOR ROAD WITH MEDIAN (ENTRANCE) EXHIBIT

CLIENT:

LENNAR CAROLINAS, LLC.

LOCATION: CITY OF CONWAY, SOUTH CAROLINA

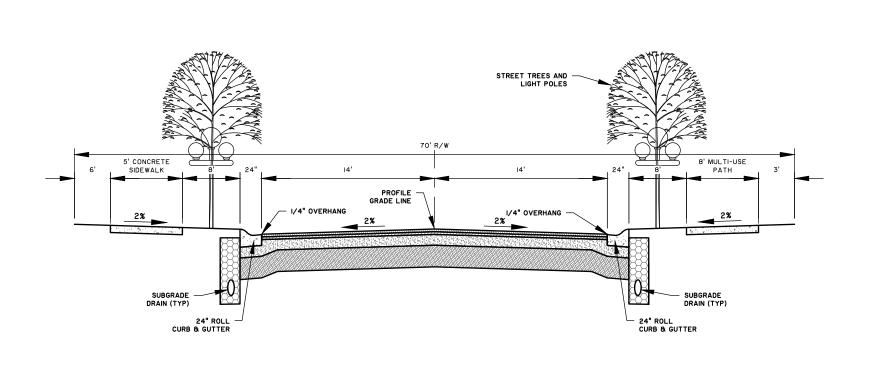
DATE: 07.17.23 JOB NUMBER: J-31099 DRAWN BY: WPH

REVIEWED BY: SCALE: N/A

SHEET: 1 OF 6



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COLLECTOR ROAD TYPICAL SECTION

NOT TO SCALE

TRIBUTARY

C1.2

COLLECTOR ROAD EXHIBIT

CLIENT:

LENNAR CAROLINAS, LLC.

LOCATION: CITY OF CONWAY, SOUTH CAROLINA DATE: 07.17.23 DRAWN BY: WPH

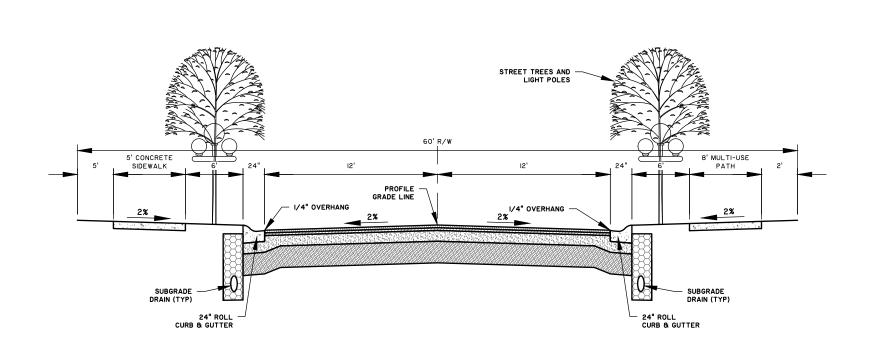
JOB NUMBER: J-31099

DRAWN BY: WPH REVIEWED BY:

SHEET: 2 OF 6 SCALE: N/A



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MINOR COLLECTOR ROAD TYPICAL SECTION

NOT TO SCALE

TRIBUTARY

C1.3

MINOR COLLECTOR ROAD EXHIBIT

CLIENT:

LENNAR CAROLINAS, LLC.

LOCATION: CITY OF CONWAY, SOUTH CAROLINA DATE: 07.17.23 DRAWN BY: WPH

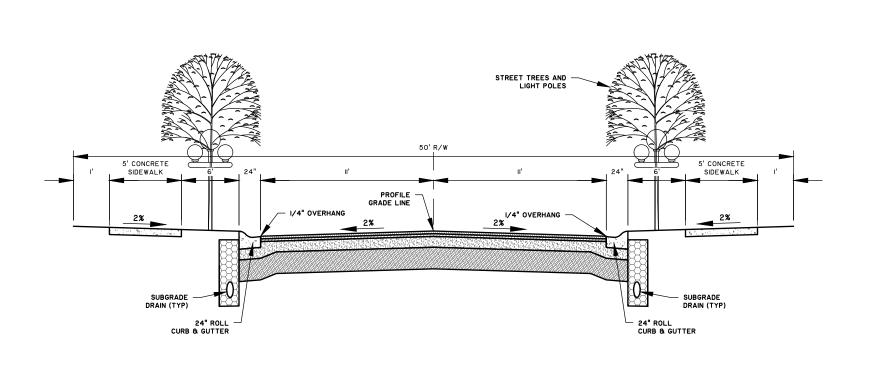
JOB NUMBER: J-31099

DRAWN BY: WPH REVIEWED BY:

SHEET: 3 OF 6 SCALE: N/A



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LOCAL STREET TYPICAL SECTION

NOT TO SCALE

TRIBUTARY

C1.4

LOCAL STREET EXHIBIT

CLIENT:

LENNAR CAROLINAS, LLC.

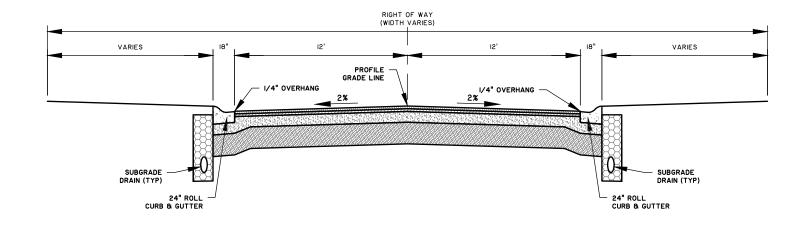
LOCATION: CITY OF CONWAY, SOUTH CAROLINA

DATE: 07.17.23 JOB NUMBER: J-31099 DRAWN BY: WPH REVIEWED BY:

SHEET: 4 OF 6 SCALE: N/A



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DAYTON DRIVE TYPICAL SECTION

NOT TO SCALE

TRIBUTARY

DAYTON DRIVE EXHIBIT

CLIENT:

LENNAR CAROLINAS, LLC

LOCATION: CITY OF CONWAY, SOUTH CAROLINA

DATE: 07.26.23 JOB NUMBER: J-31099 DRAWN BY: WPH REVIEWED BY:

SHEET: 5 OF 6 SCALE: 1" = 1' THOMAS HUTTON

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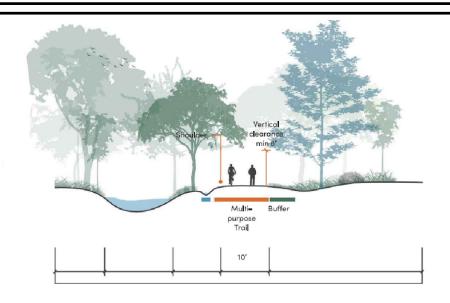


Table 11: Design Guidelines table

Users	Pedestrians and bicycle users	
Contexts	ontexts Floodplains	
Typical Tread Widths	10'	
Materia l s	Natural soil surface, wood mulch, sand	
Buffers and Clearance Min 8' vertical clearance, railing or fence 54" tall when adjacent to a drop 1' or greater / Resting places every 200' for slopes less than 8.33%, every 3 slopes 8.33% to 10%, and every 10' for slopes greater than 10%		

SWAMP, LEVEE OR CANAL TRAILS

NOT TO SCALE

TRIBUTARY

SWAMP, LEVEE OR CANAL TRAIL SECTION

CLIENT:

LENNAR CAROLINAS, LLC

LOCATION: CITY OF CONWAY, SOUTH CAROLINA

DATE: AUGUST 2023 DRAWN BY: NTP SHEET: 6 OF 6
JOB NUMBER: J-31099 REVIEWED BY: WAW SCALE: 1" = 1"



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NOTE:

TRAIL SECTION PER "CITY OF CONWAY PATHWAYS AND TRAILS PLAN" DATED SEPTEMBER 2022.

Tributary PD

Traffic Impact Analysis (TIA)

Executive Summary, Summary of Recommendations, and relevant TIA maps



TRIBUTARY

2023	Project No:	DRAFT
August	171002923	DIVII I

PREPARED FOR:

THOMAS & HUTTON

50 PARK OF COMMERCE WAY // SAVANNAH, GA, 31405

TRAFFIC IMPACT ANALYSIS

ALONG US 378 IN CONWAY, SOUTH CAROLINA



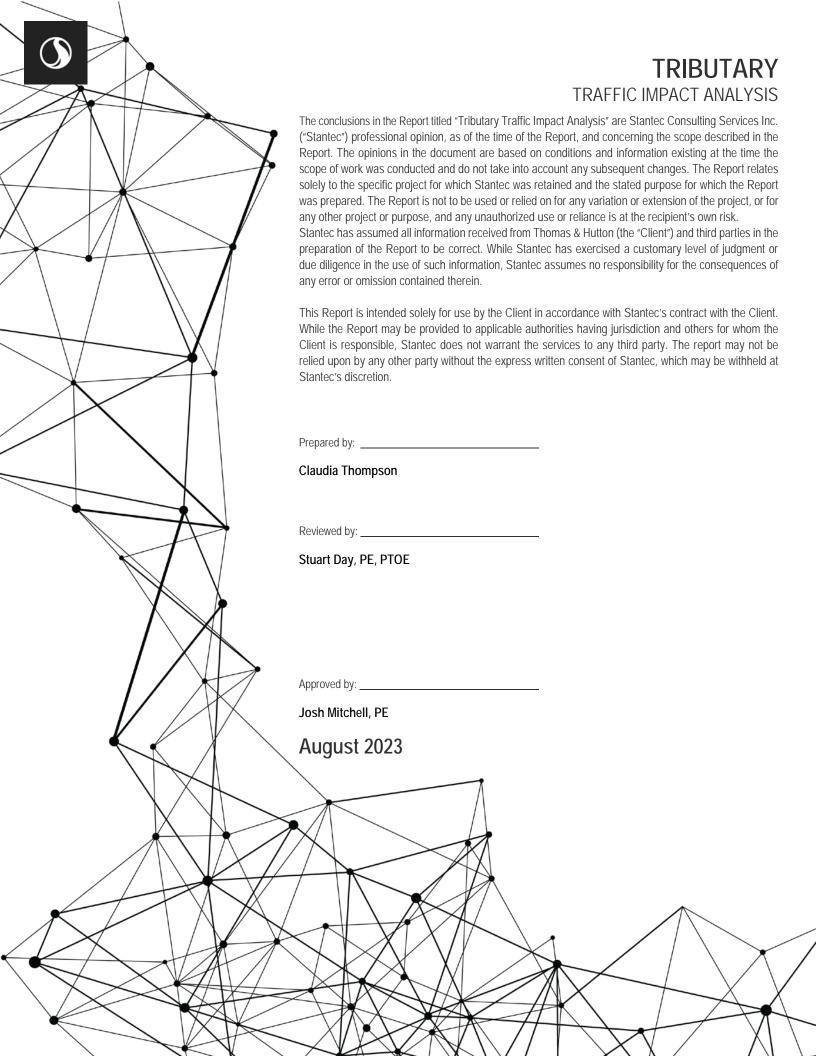


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Exhibit 1.2 – Tributary Site Plan

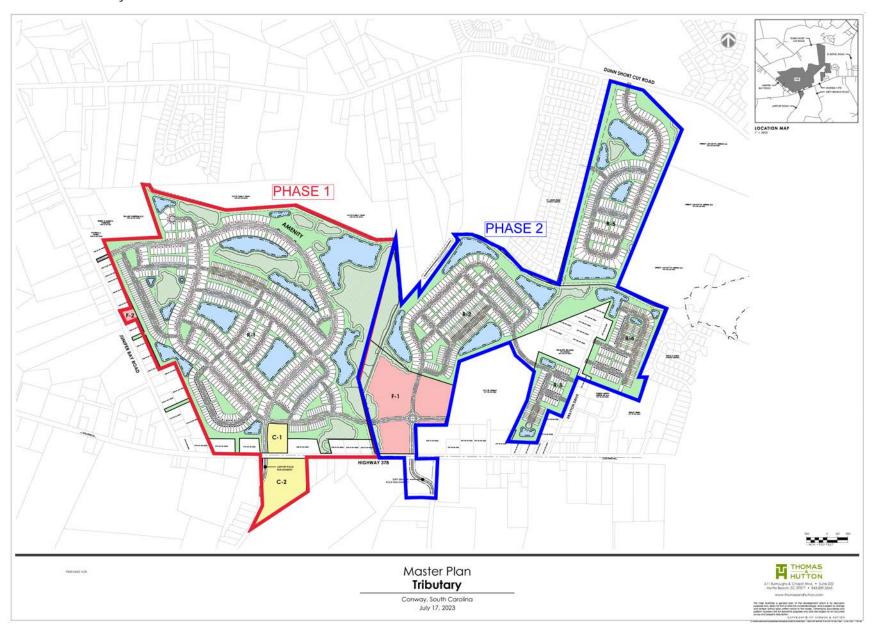
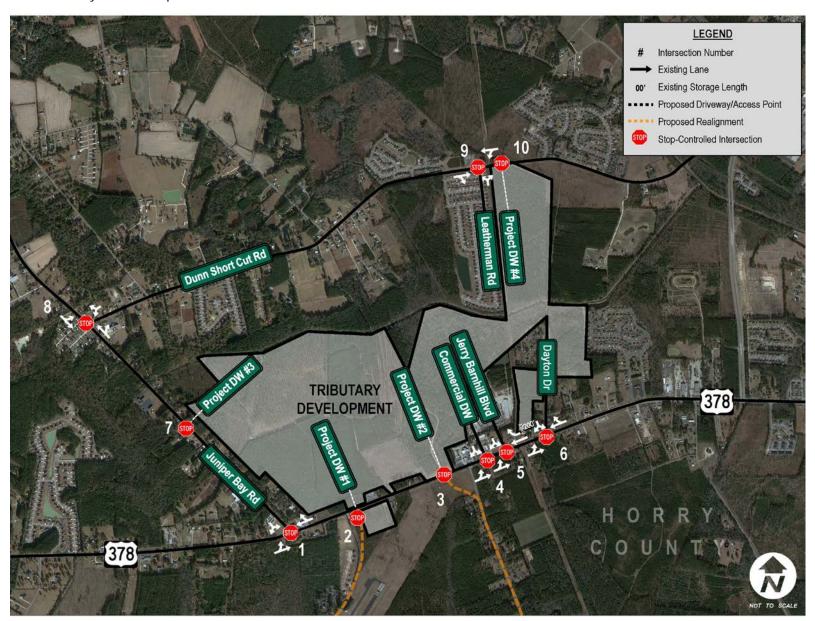


Exhibit 1.1 – Tributary Location Map



EXECUTIVE SUMMARY

A traffic impact analysis was conducted for the Tributary development in accordance with SCDOT and the City of Conway guidelines. The proposed Tributary development is located along US 378 and for the purposes of this analysis was assumed to be completed in two general phases – Phase 1: 2028 and Phase 2: 2033.

Phase 1 consists of the western portion of the site, consisting of up to 592 single family detached housing units, 184 single family detached housing units, a 5,000 square foot convenience store, 20,000 square feet of strip retail plaza, and an 80,000 square foot mini-warehouse. Phase 2 consists of the eastern portion of the site consisting of up to 429 single-family detached housing units, 262 single-family attached housing units, 300 multi-family housing units, a 10,000 square foot general office building, 15,000 square feet of strip retail plaza, and a 45,000 square foot shopping center.

Access to the development is proposed to be provided via four full access driveways, all of which meet the SCDOT spacing requirements. Access will also be provided via Dayton Drive.

- Project DW #1 is proposed to be located along US 378 opposite realigned Airport Road;
- Project DW #2 is proposed to be located along US 378 opposite realigned Dirty Branch Road;
- Project DW #3 is proposed to be located along Juniper Bay Road; and
- Project DW #4 is proposed to be located along Dunn Short Cut Road.

The extent of the roadway network analyzed consisted of the ten (10) intersections of:

- US 378 & Juniper Bay Road;
- US 378 & Airport Road/Project DW #1;
- US 378 & Dirty Branch Rd/Project DW #2;
- 4. US 378 & Commercial DW;
- 5. US 378 & Jerry Barnhill Boulevard;
- 6. US 378 & Dayton Drive;
- 7. Juniper Bay Road & Project DW #3;
- 8. Dunn Short Cut Road & Juniper Bay Road;
- 9. Dunn Short Cut Road & Leatherman Road; and
- Dunn Short Cut Road & Project DW #4.

Based on SCDOT's *Roadway Design Manual* considerations and per the criteria documented in *Section 5D-4* of SCDOT's *Access and Roadside Management Standards (ARMS,* 2008), exclusive right-turn lanes are recommended at the following intersections:

Phase 1

- US 378 & Project Driveway #1 (to consist of a total of 350 feet, with 150 feet of storage and a 200-foot taper); and
- US 378 & Juniper Bay Road (to consist of a total of 450 feet, with 250 feet of storage and a 200-foot taper). Note that the intersection of US 378 & Juniper Bay Road warrants this turn lane with or without the proposed Tributary development.

Phase 2

- US 378 & Project Driveway #2 (to consist of a total of 450 feet, with 250 feet of storage and a 200-foot taper); and
- US 378 & Dayton Drive (to consist of a total of 300 feet, with 100 feet of storage and a 200-foot taper).

Based on SCDOT's *Roadway Design Manual* considerations and per the criteria documented in *Section 5D-4* of SCDOT's *Access and Roadside Management Standards (ARMS,* 2008), exclusive left-turn lanes are recommended at the following intersections:

Phase 1

- US 378 & Project Driveway #1 (to consist of a total of 350 feet, with 150 feet of storage and a 200-foot taper); and
- US 378 & Juniper Bay Road (to consist of a total of 350 feet, with 150 feet of storage and a 200-foot taper). Note that the intersection of US 378 & Juniper Bay Road warrants this turn lane with or without the proposed Tributary development.

Phase 2

- US 378 & Project Driveway #2 (to consist of a total of 350 feet, with 150 feet of storage and a 200-foot taper);
- US 378 & Project Driveway #4 (to consist of a total of 330 feet, with 150 feet of storage and a 180-foot taper); and
- US 378 & Dayton Drive (to consist of a total of 350 feet, with 150 feet of storage and a 200-foot taper).

The results of the analysis for Phase 1 indicate that the study intersections currently operate and are expected to continue to operate at an acceptable LOS with the proposed Tributary Phase 1 development, with six exceptions:

- The intersection of US 378 & Juniper Bay Road currently experiences undesirable delay and is projected to continue to experience undesirable delay with or without the proposed Tributary development. However, the anticipated traffic from the proposed development is anticipated to significantly increase delay at the intersection. Based on SCDOT's Roadway Design Manual considerations, this intersection warrants the installation of an exclusive eastbound left-turn lane and an exclusive westbound right-turn lane with or without the proposed Tributary development. Therefore, it is recommended to install an exclusive eastbound left-turn lane and an exclusive westbound right-turn lane in order to mitigate the increased delay.
- The intersection of US 378 & Airport Road/Project Driveway #1 is projected to experience undesirable delay with the proposed Tributary development. A signal warrant analysis was performed with projected 2028 Build traffic volumes which indicates that the 8-hour, 4-hour, and peak hour warrants are likely to be met. Therefore, it is recommended to signalize this intersection when warranted and to provide exclusive left-turn lanes at all intersection approaches as well as a westbound right-turn lane along US 378.
- The intersection of US 378 & Dirty Branch Road/GFL Environmental Driveway is projected to experience undesirable delay in both peak hours of the 2028 No Build and Build Conditions. However, this projected delay is likely due in part to the conservative nature of the HCM 6th Edition unsignalized methodology and is not an uncommon condition for two-way stop control during the peak hours of the day. This increased delay will be mitigated in Tributary Phase 2; therefore, no improvements are recommended in Phase 1.

- The intersection of US 378 & Commercial Driveway is projected to experience undesirable delay in the PM peak hour of the 2028 No Build and Build Conditions. However, this projected delay is likely due in part to the conservative nature of the HCM 6th Edition unsignalized methodology and is not an uncommon condition for two-way stop control during the peak hours of the day; therefore, no improvements are recommended to mitigate this delay.
- The intersection of US 378 & Jerry Barnhill Boulevard currently experiences undesirable delay and is projected to continue to experience undesirable delay with or without the proposed Tributary development. However, this projected delay is likely due in part to the conservative nature of the HCM 6th Edition unsignalized methodology and is not an uncommon condition for two-way stop control during the peak hours of the day; therefore, no improvements are recommended to mitigate this delay.
- The intersection of US 378 & Dayton Drive is projected to experience undesirable delay in the AM peak hour with or without the proposed development. However, this projected delay is likely due in part to the conservative nature of the HCM 6th Edition unsignalized methodology and is not an uncommon condition for two-way stop control during the peak hours of the day. Therefore, no additional improvements to mitigate this delay are recommended in Phase 1.

The results of the analysis for Phase 2 indicate that the study intersections currently operate and are expected to continue to operate at an acceptable LOS with the proposed Tributary development, with six exceptions:

- The intersection of US 378 & Juniper Bay Road currently experiences undesirable delay and is projected to continue to experience undesirable delay with or without the proposed Tributary development. As mentioned previously, it is recommended to install an exclusive eastbound left-turn lane and an exclusive westbound right-turn lane in order to mitigate the increased delay in Phase 1 which is projected to improve the LOS. While the LOS is projected to be undesirable with the ultimate buildout in Phase 2, the Phase 1 turn lane improvements are projected to provide improved LOS over the No Build Conditions.
- The intersection of US 378 & Airport Road/Project Driveway #1 is projected to experience undesirable delay in the AM peak hour with the proposed Tributary development at full-buildout, with the recommended signalization from Phase 1. While the LOS is projected to be LOS E in the AM peak hour of 2033 at full buildout, the delay is projected to be slightly above the LOS E threshold of 55.0 s/veh. Therefore, no further improvements (beyond the Phase 1 improvements) are recommended.
- The intersection of US 378 & Dirty Branch Road/Project Driveway #2 is projected to experience undesirable delay in both peak hours of the 2033 No Build and Build Conditions. A signal warrant analysis was performed with projected 2033 Build traffic volumes which indicates that the 8-hour, 4-hour, and peak hour warrants are likely to be met. Therefore, it is recommended to signalize this intersection when warranted and to provide exclusive left-turn lanes at all intersection approaches as well as a westbound rightturn lane on US 378. This intersection is projected to experience an undesirable LOS F even with signalization; therefore, it is recommended to extend the widening of US 378 from where it ends east of Dayton Drive to the west of this intersection, narrowing back to two lanes west of Dirty Branch Road.

- The intersection of US 378 & Commercial Driveway is projected to experience undesirable delay in the PM peak hour of the 2033 No Build and Build Conditions. However, this projected delay is likely due in part to the conservative nature of the HCM 6th Edition unsignalized methodology and is not an uncommon condition for two-way stop control during the peak hours of the day. The proposed US 378 widening from Dayton Drive to west of Dirty Branch Road will improve the LOS, however no additional improvements are recommended to mitigate this delay.
- The intersection of US 378 & Jerry Barnhill Boulevard currently experiences undesirable delay and is projected to continue to experience undesirable delay with or without the proposed Tributary development. However, this projected delay is likely due in part to the conservative nature of the HCM 6th Edition unsignalized methodology and is not an uncommon condition for two-way stop control during the peak hours of the day. The proposed US 378 widening from Dayton Drive to west of Dirty Branch Road will improve the LOS, however no additional improvements are recommended to mitigate this delay.
- The intersection of US 378 & Dayton Drive is projected to experience undesirable delay in the AM peak hour of the 2033 No Build Conditions and is projected to experience undesirable delay in both peak hours of the 2033 Build Conditions. However, this projected delay is likely due in part to the conservative nature of the HCM 6th Edition unsignalized methodology and is not an uncommon condition for two-way stop control during the peak hours of the day. The proposed US 378 widening is anticipated to improve the LOS in the AM peak hour. Therefore, no additional improvements to mitigate this delay are recommended, beyond the exclusive westbound right-turn lane and the exclusive eastbound left-turn lanes recommended along US 378 per the SCDOT turn lane warrant analysis referenced in Section 6.1.

The recommended mitigation, including both turn lanes warranted based on SCDOT's turn lane criteria as well as additional improvements to mitigate projected delay, is listed in **Table E.1** on the following page.

Table E.1 - Proposed Improvements

Intersection		Proposed Improvement	
		Phase 1 - 2028	Phase 2 - 2033
1	US 378 & Juniper Bay Road	 Install an exclusive EB left-turn lane along US 378. Install an exclusive WB right-turn lane along US 378. 	-
2	US 378 & Airport Road/Project DW #1	 Install a Signal when warranted. Install exclusive left-turn lanes on all approaches. Install an exclusive WB right-turn lane along US 378. 	-
3	US 378 & Dirty Branch Road/ Project DW #2	-	 Install a Signal when warranted. Install exclusive left-turn lanes on all approaches. Install an exclusive WB right-turn lane along US 378.
4	US 378 & Commercial DW	-	-
5	US 378 & Jerry Barnhill Boulevard	-	-
6	US 378 & Dayton Drive	-	 Install an exclusive EB left-turn lane along US 378. Install an exclusive WB right-turn lane along US 378.
7	Juniper Bay Road & Project DW #3	-	-
8	Dunn Short Cut Road & Juniper Bay Road	-	-
9	Dunn Short Cut Road & Leatherman Road	-	-
10	Dunn Short Cut Road & Project DW #4	-	Install an exclusive WB left-turn lane along Dunn Short Cut Road.
			Widen US 378 (from two-lanes to five- lanes) from west of Project Driveway #2 to Dayton Drive.

7.0 SUMMARY OF FINDINGS AND RECOMMENDATIONS

A traffic impact analysis was conducted for the Tributary development in accordance with SCDOT and the City of Conway guidelines. The proposed Tributary development is located along US 378 and for the purposes of this analysis was assumed to be completed in two general phases – Phase 1: 2028 and Phase 2: 2033.

Phase 1 consists of the western portion of the site, consisting of up to 592 single family detached housing units, 184 single family detached housing units, a 5,000 square foot convenience store, 20,000 square feet of strip retail plaza, and an 80,000 square foot mini-warehouse. Phase 2 consists of the eastern portion of the site consisting of up to 429 single-family detached housing units, 262 single-family attached housing units, 300 multi-family housing units, a 10,000 square foot general office building, 15,000 square feet of strip retail plaza, and a 45,000 square foot shopping center.

Access to the development is proposed to be provided via four full access driveways, all of which meet the SCDOT spacing requirements. Access will also be provided via Dayton Drive.

- Project DW #1 is proposed to be located along US 378 opposite realigned Airport Road;
- Project DW #2 is proposed to be located along US 378 opposite realigned Dirty Branch Road;
- Project DW #3 is proposed to be located along Juniper Bay Road; and
- Project DW #4 is proposed to be located along Dunn Short Cut Road.

The extent of the roadway network analyzed consisted of the ten (10) intersections of:

- 11. US 378 & Juniper Bay Road;
- 12. US 378 & Airport Road/Project DW #1;
- 13. US 378 & Dirty Branch Rd/Project DW #2;
- 14. US 378 & Commercial DW;
- 15. US 378 & Jerry Barnhill Boulevard;
- 16. US 378 & Dayton Drive;
- 17. Juniper Bay Road & Project DW #3;
- 18. Dunn Short Cut Road & Juniper Bay Road;
- 19. Dunn Short Cut Road & Leatherman Road; and
- 20. Dunn Short Cut Road & Project DW #4.

Based on SCDOT's *Roadway Design Manual* considerations and per the criteria documented in *Section 5D-4* of SCDOT's *Access and Roadside Management Standards (ARMS,* 2008), exclusive right-turn lanes are recommended at the following intersections:

Phase 1

- US 378 & Project Driveway #1 (to consist of a total of 350 feet, with 150 feet of storage and a 200-foot taper); and
- US 378 & Juniper Bay Road (to consist of a total of 450 feet, with 250 feet of storage and a 200-foot taper). Note that the intersection of US 378 & Juniper Bay Road warrants this turn lane with or without the proposed Tributary development.

Phase 2

- US 378 & Project Driveway #2 (to consist of a total of 450 feet, with 250 feet of storage and a 200-foot taper); and
- US 378 & Dayton Drive (to consist of a total of 300 feet, with 100 feet of storage and a 200-foot taper).

Based on SCDOT's *Roadway Design Manual* considerations and per the criteria documented in *Section 5D-4* of SCDOT's *Access and Roadside Management Standards (ARMS,* 2008), exclusive left-turn lanes are recommended at the following intersections:

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Phase 2

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- US 378 & Project Driveway #4 (to consist of a total of 330 feet, with 150 feet of storage and a 180-foot taper); and
- US 378 & Dayton Drive (to consist of a total of 350 feet, with 150 feet of storage and a 200-foot taper).

The results of the analysis for Phase 1 indicate that the study intersections currently operate and are expected to continue to operate at an acceptable LOS with the proposed Tributary Phase 1 development, with six exceptions:

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- The intersection of US 378 & Airport Road/Project Driveway #1 is projected to experience undesirable delay with the proposed Tributary development. A signal warrant analysis was performed with projected 2028 Build traffic volumes which indicates that the 8-hour, 4-hour, and peak hour warrants are likely to be met. Therefore, it is recommended to signalize this intersection when warranted and to provide exclusive left-turn lanes at all intersection approaches as well as a westbound right-turn lane along US 378.
- The intersection of US 378 & Dirty Branch Road/GFL Environmental Driveway is projected to experience undesirable delay in both peak hours of the 2028 No Build and Build Conditions. However, this projected delay is likely due in part to the conservative nature of the HCM 6th Edition unsignalized methodology and is not an uncommon condition for two-way stop control during the peak hours of the day. This increased delay will be mitigated in Tributary Phase 2; therefore, no improvements are recommended in Phase 1.

- The intersection of US 378 & Commercial Driveway is projected to experience undesirable delay in the PM peak hour of the 2028 No Build and Build Conditions. However, this projected delay is likely due in part to the conservative nature of the HCM 6th Edition unsignalized methodology and is not an uncommon condition for two-way stop control during the peak hours of the day; therefore, no improvements are recommended to mitigate this delay.
- The intersection of US 378 & Jerry Barnhill Boulevard currently experiences undesirable delay and is projected to continue to experience undesirable delay with or without the proposed Tributary development. However, this projected delay is likely due in part to the conservative nature of the HCM 6th Edition unsignalized methodology and is not an uncommon condition for two-way stop control during the peak hours of the day; therefore, no improvements are recommended to mitigate this delay.
- The intersection of US 378 & Dayton Drive is projected to experience undesirable delay in the AM peak hour with or without the proposed development. However, this projected delay is likely due in part to the conservative nature of the HCM 6th Edition unsignalized methodology and is not an uncommon condition for two-way stop control during the peak hours of the day. Therefore, no additional improvements to mitigate this delay are recommended in Phase 1.

The results of the analysis for Phase 2 indicate that the study intersections currently operate and are expected to continue to operate at an acceptable LOS with the proposed Tributary development, with six exceptions:

- The intersection of US 378 & Juniper Bay Road currently experiences undesirable delay and is projected to continue to experience undesirable delay with or without the proposed Tributary development. As mentioned previously, it is recommended to install an exclusive eastbound left-turn lane and an exclusive westbound right-turn lane in order to mitigate the increased delay in Phase 1 which is projected to improve the LOS. While the LOS is projected to be undesirable with the ultimate buildout in Phase 2, the Phase 1 turn lane improvements are projected to provide improved LOS over the No Build Conditions.
- The intersection of US 378 & Airport Road/Project Driveway #1 is projected to experience undesirable delay in the AM peak hour with the proposed Tributary development at full-buildout, with the recommended signalization from Phase 1. While the LOS is projected to be LOS E in the AM peak hour of 2033 at full buildout, the delay is projected to be slightly above the LOS E threshold of 55.0 s/veh. Therefore, no further improvements (beyond the Phase 1 improvements) are recommended.
- The intersection of US 378 & Dirty Branch Road/Project Driveway #2 is projected to experience undesirable delay in both peak hours of the 2033 No Build and Build Conditions. A signal warrant analysis was performed with projected 2033 Build traffic volumes which indicates that the 8-hour, 4-hour, and peak hour warrants are likely to be met. Therefore, it is recommended to signalize this intersection when warranted and to provide exclusive left-turn lanes at all intersection approaches as well as a westbound right-turn lane on US 378. This intersection is projected to experience an undesirable LOS F even with signalization; therefore, it is recommended to extend the widening of US 378 from where it ends east of Dayton Drive to the west of this intersection, narrowing back to two lanes west of Dirty Branch Road.

- The intersection of US 378 & Commercial Driveway is projected to experience undesirable delay in the PM peak hour of the 2033 No Build and Build Conditions. However, this projected delay is likely due in part to the conservative nature of the HCM 6th Edition unsignalized methodology and is not an uncommon condition for two-way stop control during the peak hours of the day. The proposed US 378 widening from Dayton Drive to west of Dirty Branch Road will improve the LOS, however no additional improvements are recommended to mitigate this delay.
- The intersection of US 378 & Jerry Barnhill Boulevard currently experiences undesirable delay and is projected to continue to experience undesirable delay with or without the proposed Tributary development. However, this projected delay is likely due in part to the conservative nature of the HCM 6th Edition unsignalized methodology and is not an uncommon condition for two-way stop control during the peak hours of the day. The proposed US 378 widening from Dayton Drive to west of Dirty Branch Road will improve the LOS, however no additional improvements are recommended to mitigate this delay.
- The intersection of US 378 & Dayton Drive is projected to experience undesirable delay in the AM peak hour of the 2033 No Build Conditions and is projected to experience undesirable delay in both peak hours of the 2033 Build Conditions. However, this projected delay is likely due in part to the conservative nature of the HCM 6th Edition unsignalized methodology and is not an uncommon condition for two-way stop control during the peak hours of the day. The proposed US 378 widening is anticipated to improve the LOS in the AM peak hour. Therefore, no additional improvements to mitigate this delay are recommended, beyond the exclusive westbound right-turn lane and the exclusive eastbound left-turn lanes recommended along US 378 per the SCDOT turn lane warrant analysis referenced in **Section** 6.1.

The recommended mitigation, including both turn lanes warranted based on SCDOT's turn lane criteria as well as additional improvements to mitigate projected delay, is listed in **Table 7.1** on the following page.

Table 7.1 - Proposed Intersection Improvements

Intersection		Proposed Improvement	
		Phase 1 - 2028	Phase 2 - 2033
1	US 378 & Juniper Bay Road	 Install an exclusive EB left-turn lane along US 378. Install an exclusive WB right-turn lane along US 378. 	-
2	US 378 & Airport Road/Project DW #1	 Install a Signal when warranted. Install exclusive left-turn lanes on all approaches. Install an exclusive WB right-turn lane along US 378. 	-
3	US 378 & Dirty Branch Road/ Project DW #2	-	 Install a Signal when warranted. Install exclusive left-turn lanes on all approaches. Install an exclusive WB right-turn lane along US 378.
4	US 378 & Commercial DW	-	-
5	US 378 & Jerry Barnhill Boulevard	-	-
6	US 378 & Dayton Drive	-	 Install an exclusive EB left-turn lane along US 378. Install an exclusive WB right-turn lane along US 378.
7	Juniper Bay Road & Project DW #3	-	-
8	Dunn Short Cut Road & Juniper Bay Road	-	-
9	Dunn Short Cut Road & Leatherman Road	-	-
10	Dunn Short Cut Road & Project DW #4	-	Install an exclusive WB left-turn lane along Dunn Short Cut Road.
			Widen US 378 (from two-lanes to five- lanes) from west of Project Driveway #2 to Dayton Drive.

Tributary PD

Macala Acres subdivision – final plat

zgend
Concrete Monument Set
oncrete Monument Found
Edge of Pavement
Iron Pipe, Set
Iron Rod, Set
Iron Rod, Found
Nail and Cap
Pk Nail
Point
Spike Set
Spike Found
Catch Basin
Axle Found
Stake 3XO Found
Curb and Gutter 7. Density is 2.21 lots per acre.8. Minimum lot size is 7500 sq. ft. NO SCALE The 100-Year Flood Boundary was obtained directly from FEMA Flood Map 45051CO H, (effective date August 23, 57,359 sq.ft. Green Pond Circle 1147 LF 306 LF 14,212 sq.ft. 1999). This property is located in Flood Zone X-Out. Flood Macala Drive 9. Owner and developer of record is Marshall Godwin, Zone locations are scaled from current FEMA Maps. Scales Merrybell Lane 2II LF 14,938 sq.ft. P. O. Box 346, Conway, S. C. 29528. vary from 1"=500" to 1"=2000" and are noted as being 15,578 sq.ft Cranesbill Court 248 LF approximate on said maps. Terry M. Watson, PLS does not Spike S Spike F C.B. Axle F ST. 3XO certify to or assume responsibility of the accuracy of the Pond "A" Area 1.54 acres flood zone lines. Flood lines are subject to verification by the County FEMA Officer. Pond "B" Area 0.37 acre Common/Open Space "A" Common/Open Space "B" 2. This plat was prepared without the benefit of a title 1.35 acres report. Property is subject to all restrictions noted in 11.19 acres recorded deeds and/or established by recorded plans. 3. There has been no determination of hazardous waste on Instrument=: 2007000032827, PLAT BK: 222 P6: 187 this property. 4. Wetlands delineated by Coastal Environmental Consulting DOCTYPE: 061, 03 05 2007 at 12:46:01 PM, 1 OF 1 5. Wetland points not monumented. BALLERY V. SKIPPER 6. Wetlands surveyed with Trimble Pathfinder Pro XR GPS Mapping Note: This plat meets the requirements of the City of Conway Planning Commission as of this date. If plat is not recorded within 90 days, there may be additional information required by the City of Conway Planning Commission, at additional cost. HORRY COUNTY, SC REGISTRAR OF DEEDS grade GPS equipment. Kim L. Hucks TMS No. 122-00-05-035 Waste Management of SC, Inc. TMS No. 122-00-05-160 DB 2116/496, PB 160/168 DB 2740/291 Larry W. Paul TMS No. 122-00-05-109 DB 1302/115, PB 104/40 -1-1/4"IPF Common/Open Area "B" 11.56 acres Total area Upland "B" 91,555 sq.ft. 2.10 acres 5/8"IRF Upland "A" 102,184 sq.ft. 2.35 acres Eric Dwayne Hemingway Wetland "A" 240,983 sq.ft. 5.53 acres ₿ Debra D. 25' Wetland Buffer Line Hemingway TMS No. Drainage **\$** Access 122-00-05-122 DB 1470/701 MAC TIMBER INVESTMENTS TMS NO. 122-00-02-034 DB 2134/1261 PB 115/62 Detention Pond "B" 0.37 acre Green Pond Circle (50' Public R/W) 5/8"IRF Upland "C" 52,911 sq.ft. 1.21 acres 5/8"IRF NO4°30'00"E 100.00" Macala Acres, Phase I TMS No. 122-19-01-Sewer Easement <u>Se</u> Merrybell L (501 Public R/M) Macala Acres, Phase I TMS No. 122-19-01-PB 217/226 5/8"IRF 201 City of Conway Drainage & Access Easement 7,498 saft 96 9,750 sq.ft. 53 5/8"IRF 5/8"IRF Margaret B. Stalvey (L.E.) Detention Lake 9,750 sq.ft. # Brenda Joyce Śtalvey TMS No. 122-00-05-042 Lake Rim 20 DB 1376/190, PB 108/166 WE 17 9,750 saft 4.2 ac-ft 20' City of Conway — Drainage \$ Access Easement 9,750 sq.ft. Pond Area "A" 1.54 acres 9,914 sq.ft; 15. 92 16. 11,027 sq.ft. -30' City of Conway Drainage \$ Access Easement Bobby Roy Stalvey 20,147 sq.ft. TMS No. 122-00-05-114 DB 2415/173 45.00 14,460 sq.ft. 1/2"IPF `30' City of Conway Drainage \$ Access Easement Pump Station 1,153 sq.ft. Scott L. Lemons TMS No. 122-00-05-036 DB 3112/1129, PB 162/239

~Plat~

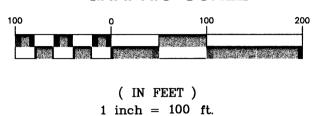
of 40 lots containing 25.83 acres of land in Conway, Horry County, S. C. owned by Marshall Godwin. Being known as

Macala Acres Phase III

Re: Plat by Arthur Thompkins, R.L.S. dated May 22, 1969 for Canal wood Corp. Recorded in Plat Book 51 at Page 04, Horry County Records.

"I Terry M. Watson, hereby state that to the best of my knowledge, information, and belief, the survey shown here in was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein."

GRAPHIC SCALE



Certificate of Final Approval the City of Conway. Plat must be recorded within thirty (30) days fo this date.

Certification of the Required Improvements I hereby certify (that all public improvements required by the City of Conway Land Development Ordinance have been installed in an acceptable manner and in accordance with the specifications as shown in the approved Construction Plans.) or (the Financial Guarantee required by the City of Conway Land Development Ordinance has been provided to the City of Conway to guarantee the installation of all public improvements required by the Land Development Ordinance as shown on the approved Construction Plans.

Certification APproval of Water and/or Sewer

and/or sewer collection system shown has met the requirements of the South Carolina Department of Health and Environmental Control, and the City

restate fresh

Certificate of Ownership and Dedication I (we) hereby certify that I am (we are) the owner(s) of the property shown and described here an and that I (we) hereby adopt this plan of subdivision with my (aur) free caneant, establish the minimum building restriction lines, and dedicate all streets, alleys, walks, parks, and other open space to public or private use all items specifically shown or indicated on sold plat.



TERRY M. WATSON, R.L.S.

913 3rd Ave. • Conway, S. C. 29526 • 248-4439 • FAX 248-9284



Certificate of Survey and Accuracy I Terry M. Watson, R.L.S., hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in occardance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets the requirements for a class B survey as specified therein; that the ratio of precision as calculated meets or exceeds a maximum allowable error of 17500; and that the maximents as shown hereon have been placed in accordance with the law and the standards of practice. Mitness my original signature, registration and seal this 12th day of February, A.D., 2007. Terry M. Watson, R.L.S. No. 7168 Pebruary 12, 2007

If the surveyor's signature is not red colored, the plat is a copy that should be assumed to contain unauthorized alterations. The certification contained on this document shall not apply to any copies.

© 2006 Terry M. Watson, R.L.S. Land Surveying, Inc. Terry M. Watson, Agent.

TMS NO. 122-00-05-043

No warranty is made to others utilizing this plat for the purpose of further conveyances, deed descriptions, title certifications, etc.

Tributary PD Public Input Rec'd

Jessica Hucks

From: April O'Leary <mrs.april.o.leary@gmail.com>

Sent: Friday, November 17, 2023 11:36 AM

To: Jessica Hucks

Subject: [Junk released by Policy action] Comments to residents and planning staff.

CAUTION-External Email: This email originated from outside of the City of Conway. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Here's what I have sent to residents and planning staff thar reached out to me, just to keep you in the loop.

I have had a chance to review that project off 378 by Thomas and Hutton. I think it's best that we defer it and ask them to go back the drawing board. I feel like they're using the PDD to get around some of the city's requirements when they really should be using it to add more value to the city.

Also, we have very little information about the flooding there. It looks like the FEMA flood map cuts off and they didn't map all of Oakey and Beaver Hole Swamp.

The city, county and I are trying to dig into this and collect more information about that area with respect to flood hazards. We need more time to collect additional information to be able to provide comments or recommendations.

It's reasonable to defer it based on lack of information, and based on the possibility that FEMA did not map all of Oakey Swamp and Beaver Hole Swamp, and we do not have complete flood hazard data.

We need more time to look at the aerials we have, DEM maps, etc.

From: April O'Leary

To: <u>Brandon Harrelson</u>; <u>Jessica Hucks</u>

Subject: [Junk released by Policy action] Re: Dunn Shortcut and Hwy 378 project

Date: Tuesday, November 28, 2023 10:57:42 AM

I should have mentioned that the trail along Crabtree could be within the 100ft buffer area needed as long as people are aware it will likely be under water during a flood event. In other words you wouldn't need a 100 ft buffer and a trail width. 100 ft buffer that includes a trail works. As far as the trail and landscaping along Crabtree is concerned, we really should hold off on designing, constructing and or doing plantings along Crabtree Canal until the study in complete and we have a better idea about potential projects they are feasible. The county plans to secure funding for shovel ready projects to complete pending the results of the study. :-)

On Tue, Nov 28, 2023 at 10:51 AM April O'Leary < mrs.april.o.leary@gmail.com > wrote: Hi Jessica.

I wanted to follow back up with you after watching the planning commission meeting.

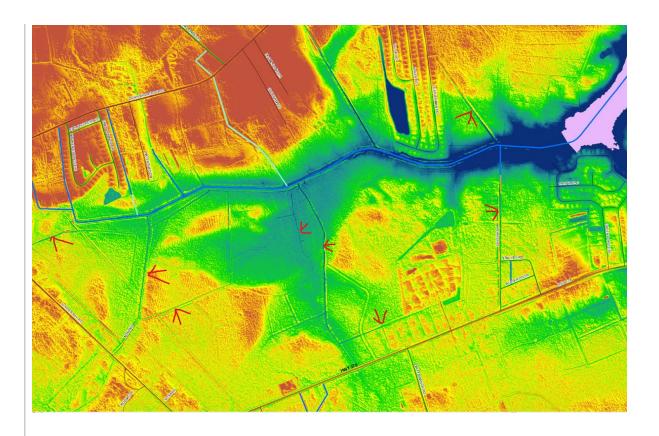
Can you please try and see if we can get a 100ft buffer along Crabtree for the Dunn Shortcut/ 378 PD and have that permanently put in an easement for the city to own? There's a very high probability (without the completed study I don't know for sure) that this section of Crabtree can be benched to help with flooding and water quality.

The county has secured funds to do a Kingston watershed study and I plan to meet with the city and county about this study sometime this month to discuss more and work on collaborating more.

If we don't get a wide enough buffer along Crabtree and ensure the city owns an easement along the canal, any future plans to improve the canal will be difficult if not impossible.

Call me if you have questions. I am cc'ing Brandon on this email and reiterating my concerns about flooding that I previously shared with you so he has them as well.

"My concerns would be the outfalls from 378 an Juniper Bay road. They need to be accounted for and not taken into their ponds if possible. Also they are building along part of Crabtree Canal and they need to be very cognizant of the tail water for Crabtree. If they are not conservative they could be creating a big issue. I still only show damages in the area from Mathew and that was due to wind. I still haven't found any flood damage information or whether FEMA's study included that area. I am supplying you with a DEM to show the outfalls for the area. This project has me real nervous."



On Mon, Nov 27, 2023 at 5:17 PM April O'Leary < mrs.april.o.leary@gmail.com > wrote:

After doing some more research, my concerns would be the outfalls from 378 an Juniper Bay road. They need to be accounted for and not taken into their ponds if possible. Also they are building along part of Crabtree Canal and they need to be very cognizant of the tail water for Crabtree. If they are not conservative they could be creating a big issue. I still only show damages in the area from Mathew and that was due to wind. I still haven't found any flood damage information. Leaving as much buffer along the canal would be beneficial in case benching is an option for this area. Also if they make that buffer extremely restrictive the benching would never be an option. I am supplying you with a DEM to show the outfalls for the area. This project has me real nervous.

To whom it concerns/ Tributary property:

My name is Stephen Williams and I currently reside at 2723 Green Pond Circle in Macala Acres (PIN 33709030009) and have lived here since 2008. To my knowledge the property behind me (PIN 33700000012) has been zoned R1 since I've lived at my current location. I have no problem with that property (PIN 33700000012) being developed as R1 but I strongly oppose it being rezoned to a PD so more houses/townhomes/apts etc can be crammed onto this property. Part of the reason I purchased my house at this location is because it abutted to R1 and not something zoned for higher density housing. The map below shows my house and the property being proposed for rezoning (which I oppose)



Sincerely,

Stephen Williams

her fur

Sept. 24-2023

Con way & lanning & Development Department, on Juniper Bay Rd. all my life. I've lived at this address every since Hugo come through, 34 years ago. Before then on the Hunside of Dage Survey Come the Street of the side of Dage Survey Street of the side of otherside of Oakey Swamp Church. The neighbors tell me you are going to put a road right in front of my drive way and have to go in at 6:30 some mornings. I know this will cause me not to steep at night with thypotension from all the car lights and loud noise going in front of me home at night. With all the new homes there will be a lot more traffic - Cars, Thackes, Motercycles and Boats going i front of my House.

Skank byn! Dettie gan Sterdwick From: <u>I WW</u>

To: Anne Bessant; Sherif A

Subject: We received a letter from Conway, south carolina planning and developement department re: our land

Date: Tuesday, September 26, 2023 7:49:14 AM **Attachments:** letter from conway planning and development.pdf

CAUTION-External Email: This email originated from outside of the City of Conway. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

RE: PIN # 33600000017 (57 acres owned by AG irrevocable trust) Sherif Abdou & Sarah George, Trustees

Dear respectful conway planning and developemnt department:

I hope our email finds you well. We received the great news that the property to REZONE/annex 445 acres from county of conway to city of conway. While this may sound like great news as it will be in the city of conway planned development district, we regretfully object, unless you propose a solution, to the annexation and rezoning

The reason is that for the 57 acres, we only pay 3500 dollars a year taxation. We planned to REZONE It to your current plan once we start building / sell it to a developer after we get established in CA which right now we are not established yet and don't forsee us established until 5-7 more years. Once established, we will a) rezone our property to residential b) sell it to a developer across street from us in conway who previously built a development

Right now, our budget is tight so we can't afford more than 3500 dollars tax a year for the property.

on the other hand, if the plan is to annex/rezone the property and KEEP THE TAXES THE SAME, then we don't object

Alternatively, if the plan is to annex and we have the ability to put it back to agricultural zoning until we are ready to develop, then we would like to keep it agricultural for now

So please advise plan. See attachment

Sarah george 714 809 3517

Dr. Sarah Sophia George, Pharm.D., PhD-inpr, MBA, BIC

- * Doctorate of Pharmacy, University of Washington-School of Pharmacy
- * Doctorate of Philosophy in Business Administration-inpr
- * Masters of Business Administration (MBA)
- * Correspondence law school attendee
- * Real estate broker in charge
- * Sacred Heart British Girls only Catholic school
- * Christian Orthodox School of Theology / seminary attendee (Eklarikia)
- * Avid Pianist (Conservatoire & USA music academy graduate (Los Angeles)
- * USA NATIONALLY ranked Top 0.5% of 1% Gifted and Talented

 From:
 blondi@sccoast.net

 To:
 Anne Bessant

 Cc:
 andrew@ajwade.com

Subject: Juniper Bay road/378 development

Date: Friday, September 29, 2023 8:45:52 AM

CAUTION-External Email: This email originated from outside of the City of Conway. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Bessant,

I'm writing today in response to the September 14th letter, sent from the Conway Planning and Development Department, regarding the proposed annexation and rezoning of the property located at or near the corner of Hwy 378 and Juniper Bay Rd (PIN # 336-00-00-0043).

I would like to formally object to the annexation and rezoning of the referenced property for the following reasons:

- 1. I object on the grounds that I believe the property lines, as currently marked for this development, are unlawfully infringing upon the boundary lines of my property (PIN #33615020008) and would damage my existing septic system that runs along the edge of the property line.
- 2. I object on the basis that I believe that this development with further overburden the public infrastructure within our community.

3.

- 1. The development as proposed would add hundreds of homes into our community, to which I am concerned will negatively impact the privacy and quiet enjoyment of my property.
- 2. The development as proposed would add thousands of additional cars to our already overburdened two lane roads (both Juniper Bay Rd and Hwy 378).
- 1. The traffic load within our area has increased substantially within the last 20 years just from standard population growth. Our infrastructure has not kept up with the pace of growth.
- 2. The intersection of Juniper Bay Rd and Hwy 378 is already a dangerous intersection in the early morning traffic, and this development would further congest and exacerbate our current issues.

2.

- 3. The development as proposed would create the potential for significantly increased storm water drainage issues as more land is displaced without adequate systems to manage the offset of storm water produced as our area experiences hurricanes and other storm events in the future.
- 4. This development would create significantly increased noise with traffic coming in and out of the development and passing by my home at all hours of the day and night.

Thank you for your attention to this matter, and for the opportunity to share my concerns with the planning and development department.

Sincerely,

Kathy J. Wade

Ladies and Gentlemen of the Conway City Council,

Good evening. I stand before you today to express my concerns regarding the proposed rezoning and annexation of approximately 445 acres of our beloved city's land, as well as an additional 40.53 acres located on Hwy 378 and Dayton Dr.

I come to you, not only as a concerned citizen, but as a lifelong resident of this treasured city. I grew up here, and over the years, I have developed a deep affection for our community and the land that we call home.

Firstly, allow me to remind everyone present that the lands in question currently serve as Commercial Forest Agriculture, Highway Commercial, and Residential districts - the latter being a space where our community members have built their homes, raised their families, and contributed to the thriving society that we are part of today.

The proposal to transform these areas into a Planned Development district promises progress and development. However, I urge you to consider the potential implications. Will this rezoning lead to an over-commercialization of our city? Will it displace our community members? Will it disrupt the local ecosystem and the delicate balance of nature we have maintained thus far?

Moreover, the areas proposed for rezoning include heavy industrial and high-density residential zones vital components of our city's economic and social fabric. Their transformation into a planned development could lead to unintended consequences, such as job loss and increased housing costs, which could affect the most vulnerable in our society.

I am well aware of the importance of growth and development in any city. However, we must ensure that this growth is planned and executed in a way that benefits all citizens, not just a selected few. We must prioritize sustainable development that respects and preserves the unique character and spirit of Conway.

As someone who has lived here my entire life, I implore you, the council, to consider the voices of those

who know and love this city the most - its lifelong residents. Let us work together for a solution that ensures our city's growth and prosperity, without compromising the wellbeing of its people or the essence that makes Conway a place we're proud to call home.
Thank you for your time and your consideration.
Most Sincerely,
Cathy Stephens

From: <u>Jessica Hucks</u>
To: <u>Anne Bessant</u>

Subject: FW: TRIBUTARY Housing Development Date: Monday, November 13, 2023 4:47:43 PM

FYI

Sincerely,

Jessica Hucks, AICP
City of Conway Planning & Development

From: Nicole Maliszewski <maliszewskinicole@gmail.com>

Sent: Saturday, November 11, 2023 10:38 PM

To: Brent Gerald
 Sgerald@cityofconway.com>; Jessica Hucks <jhucks@cityofconway.com>; Kym

Wilkerson < kwilkerson@cityofconway.com> **Subject:** TRIBUTARY Housing Development

CAUTION-External Email: This email originated from outside of the City of Conway. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

I am a homeowner at St. John's Ridge. I am unable to make the zoning meeting. My vote is NO to more homes in the area between Dunn shortcut, 378 and juniper bay. We don't have the infrastructure to be able to accommodate so many more homes with all of the other developments being built in this area already. So again, I'm against this development happening. I'm not sure if my vote will matter but I wanted to voice my opinion!

Thank you, Nicole Maliszewski



SECTION 823 - AIRPORT ENVIRONS OVERLAY ZONE

A. PURPOSE.

This overlay zone exists to ensure current operations and future expansions of Horry County's publicly-owned and operated aviation facilities are not hindered by encroachment of structures or objects into required aircraft approach paths or airspace. Protection of such spaces is necessary to ensure compliance with Federal Aviation Administration (FAA) guidelines relative to general aviation airports, to ensure the safety and efficiency of air navigation, to prevent conflict with land development that may result in loss of life and property, to encourage development that is compatible with airports, and to preserve and protect the public investment in Horry County's aviation facilities.

B. APPLICABILITY.

The Airport Environs Overlay Zone shall govern all properties in unincorporated Horry County that fall within the (1) Runway Protection Zone, (2) Inner Approach Zone, (3) Transitional Zone, (4) Outer Approach Zone, (5) Horizontal Zone, (6) Conical Zone, and (6) Future Use Protection Zone, as identified by the South Carolina Aeronautics Commission's Airport Compatible Land Use Evaluation Tool for Myrtle Beach International Airport (MYR), Grand Strand Airport (CRE), Conway-Horry County Airport (HYW), and Loris-Twin Cities Airport (5J9), and as shown in the Airport Environs Overlay Map.

Tributary

Development Agreement

STATE OF SOUTH CAROLINA)			
COUNTY OF HORRY)	DEVELOPMENT TRIBUTARY	T AGREEMEN	T FOR
of, 2023, by and		` '		
liability company, its affiliates, sub		_	,	- /
HIGHWAY 378 LAND HOLDIN	NGS LLC, a	South Carolina lin	nited liability of	company, its
affiliates, subsidiaries, successors	and assigns ("Commercial Deve	eloper", and to	gether with
Residential Developer, the "Developer	loper"), and the	ne governmental a	uthority of the	CITY OF

WITNESSETH:

CONWAY, a body politic under the laws of the State of South Carolina ("City").

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

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

WHEREAS, Section 6-31-10(B)(6) of the Act, as defined below, also states that "[d]evelopment agreements will encourage the vesting of 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 Act, as defined below, further authorizes local governments, including municipal governments, to enter into development agreements with developers to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and

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

WHEREAS, Highway 378 Land Holdings LLC, a South Carolina limited liability company (referred to herein as the "Owner") is the legal owner of the Property (as hereinafter defined) and have given permission to Residential Developer, pursuant to the terms of a valid and binding contract to purchase certain portions of the Property, to enter into this Agreement with the City; and

WHEREAS, Developer is, or will be, the legal owner of the Property hereinafter defined and is authorized to enter into this Agreement with the City; and

WHEREAS, the City finds that the program of development for this Property as hereinafter defined, proposed by Developer over approximately the next Ten (10) 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 own	ıed
by Owner, consisting of approximately 486.5 acres, more or less, as more particularly shown a	ınd
depicted on Exhibit "B" attached hereto (the "Property"), and simultaneously approved under	an
amendment to the zoning ordinances of the City to create the Tributary Planned Development ("PL)")
under the ordinances of the City of Conway, together with this Agreement, on or about the d	lay
of, 2023; and	

WHEREAS, Developer desires to develop the Property for the construction and development of a mixed-use project;

WHEREAS, the City desires to insure that in the event the Property is developed in accordance with the zoning referenced herein and above that adequate and appropriate public benefits are provided;

WHEREAS, Developer desires to obtain from the City assurances that (i) the proposed zoning of the Property to PD will be approved by the City; (ii) upon its application for development permits, Developer may proceed with the development and construction of the Property or in any portion or phase thereof, in accordance with the zoning designation defined as of the Effective Date; and (iii) such development rights will be vested for the duration of the development of the Property pursuant to the terms of this Agreement;

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 without encountering future changes in law which would materially and adversely affect the Developer's ability to develop the Property under its approved zoning, and for the purpose of providing important public benefits and improvements, protection to the natural environment and long term financial stability as well as an increased and a more viable tax base to the City;

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and incorporated herein by this reference, the mutual covenants of the parties contained herein and other good and valuable consideration agreed to by both the City and Developer, including the public and 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. <u>INCORPORATION</u>. 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. <u>**DEFINED TERMS**</u>. Terms not otherwise defined herein have the meaning set forth in the Act, the provisions of which are incorporated herein by reference. The Code shall mean the South Carolina Code of Laws, 1976, as amended.
- 3. **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".
- "Capacity Study" means that certain study prepared by Developer, which Capacity Study depicts the portion of the Property, for purposes of showing the site arrangement and responsibilities for off-site roadway improvements, and a copy of such Capacity Study being attached to the PD, and also being attached hereto as **Exhibit "D"**.
- "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 Developer" means Highway 378 Land Holdings LLC, a South Carolina limited liability company, 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.
- "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 Capacity Study, as the same may be amended.
 - "Developer" means Commercial Developer together with Residential Developer.
- "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.
- "Horry County Stormwater Design Manual" means the Horry County Stormwater Design Manual as amended and in effect as of the Effective Date, a complete copy of which is attached hereto as **Exhibit "G"**, or further amended from time to time pursuant to 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.
- "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 Tributary Planned Development and related Capacity Study, 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 Capacity Study 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 Developer" means Lennar Carolinas, LLC, a Delaware limited liability company, 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.
- "Residential Unit" means a single family home, whether attached or detached, or a multifamily home, within the Property, as shown and depicted on the Capacity Study, as the same may be amended.
 - "Term" means the duration of this Agreement as set forth in Section 4 hereof.
 - "UDO" means the City of Conway Unified Development Ordinance as amended and in effect

as of the Effective Date, a complete copy of which is attached hereto as **Exhibit "F"**, or further amended from time to time pursuant to this Agreement.

- 4. **TERM**. The Developer represents and warrants that the Property consists of 1,000 acres or less of "highland" but more than 250 acres of "highland" within the meaning given that term by the Act. The term of this Agreement shall commence on the Effective Date of this Agreement and shall terminate on the date which is Ten (10) years from the Effective Date except as provide herein. 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 Ten-year term, the termination date of this Agreement shall automatically be extended for up to Three (3) additional Five (5) year terms. 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.
- 5. **<u>DEVELOPMENT OF THE PROPERTY</u>**. 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.
- 6. <u>VESTED RIGHTS</u>. This Agreement establishes the zoning classification for the Property as PD, in accordance with the UDO as existing on the Effective Date of this Agreement and as modified by the PD and continuing throughout the Term of this Agreement, as defined herein. As of the Effective Date, such zoning designations and development rights contained in the UDO as well as any differences between the PD and any applicable overlay district or zone or the UDO are deemed vested in Developer, its successors and assigns, subject to the terms of this Agreement, and the agreements, obligations, and commitments contained herein run with the Property and may not be changed or modified except as provided herein or as allowed by the Act.
- (A) No future changes or amendments to the UDO or other local ordinances, laws, rules or regulations shall apply to the Property after the Effective Date, and no other legislative enactments shall apply to the Property or this Agreement which have an adverse effect on the ability of Owner to develop the Property in accordance with this Agreement or which have the effect of materially increasing the costs of the improvement of the Property, except as may be provided for in

this Agreement or Section 6-31-80 of the Act.

- (B) Notwithstanding the foregoing, the parties specifically agree that this Agreement shall not prohibit the application of any building, housing, electrical, plumbing or gas codes, nor of any tax or fee of universal application throughout the City to both new and existing development specifically bound to be necessary to protect the health, safety and welfare of its citizens.
- (C) Furthermore, the parties acknowledge that the improvements to be made to the Property remain subject to the current requirements of the building codes, land development regulations and the current guidelines for approval by the City as of the Effective Date.
- 7. <u>CONVEYANCES OF PROPERTY AND ASSIGNMENT OF DEVELOPMENT RIGHTS AND OBLIGATIONS</u>. The City agrees with Developer, for itself and its successors and assigns, including successor Developer(s), as follows:
- (A) <u>Conveyance of Property</u>. 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, conditioned or delayed. The City understands that any such assignment, partial 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 7, the following activities on the part of Developer shall not be deemed "development of the Property": (i) the filing of this Agreement, the Capacity Study 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 Capacity Study 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.

- 8. **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 16 below. Pursuant to the Act, the failure of the Developer to meet the development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to any change in economic conditions, the occurrence of an act of God (including natural disasters), an act of war, an act of terrorism, civil disturbance, strikes, lockouts, fire, flood, hurricane, unavoidable casualties, a health crisis which results in a limitation on business activities in the City extending for a period of more than Thirty (30) days, or any other cause or causes beyond the reasonable control of the Developer (collectively "Force Majeure"), and the Developer's good faith efforts made to attain compliance with the development schedule. As further provided in the Act, if the Developer requests a modification of the dates set forth in the development agreement and is able to demonstrate that there is good cause to modify those dates, such modification shall not be unreasonably withheld or delayed by the City.
- 9. **EFFECT OF FUTURE LAWS**. Consistent with Section 6 herein, Developer shall have vested rights to undertake development of any or all of the Property in accordance with the Code of Ordinances and the UDO, 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 UDO, 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.

10. **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) <u>Public Roads</u>. All roads within the Project serving the Residential Units and Commercial Units shall be public roads as shown and allowed in the PD. 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. Upon dedication to the City, the Developer shall provide a three-year warranty period for such public roads shown and allowed in the PD.
- (B) <u>Storm Drainage System</u>. All stormwater runoff, drainage, retention and treatment improvements within the Property shall be designed in accordance with the Code of Ordinances and the Horry County Stormwater Design Manual effective as of the date of plan submission. 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. To the extent applicable, any stormwater, water service, tap or similar impact fees shall be capped or determined as of the Effective Date and shall not change during the Term of this Agreement except as specifically allowed for herein.
- (C) <u>Solid Waste and Recycling Collection</u>. 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) <u>Police Protection</u>. 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) <u>Fire Services</u>. 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) <u>Emergency Medical Services</u>. 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) <u>School Services</u>. 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) <u>Private Utility Services</u>. 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) <u>Streetlights</u>. 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) <u>No Donation of Acreage for Sewer Plant Expansion</u>. Except as provided and agreed to herein, 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) <u>No Required Donations for Civic Purposes</u>. Except as provided and agreed to herein, 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 indicated in the PD.
- (L) <u>Easements</u>. 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) <u>Ponds and Lakes</u>. As an obligation, Developer shall install pond(s) or lake(s) as shown on the approved Capacity Study 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 maintained by the Developer or conveyed to an Owners Association for on-going maintenance following completion of the Project.
- (N) <u>Flood Damage Prevention</u>. Developer shall adhere to the City's Flood Damage Prevention Ordinance, as existing on the date of plan submission.
- (O) <u>Tree Preservation</u>. All tree preservation efforts shall be made in accordance with the PD. Developer shall also adhere to the City's Tree Preservation Ordinance, as existing on

the Effective Date of this Agreement and continuing throughout the Term of this Agreement. Developer shall provide a tree survey with any submission for subdivision approval and not prior to that time.

- 11. <u>IMPACT FEES</u>. 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.
- 12. **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 with any additional public benefits and improvements as shown on **Exhibit "C"**, as follows:
- (A) <u>Sanitation Services Enhancement Fee</u>. As a public benefit, for the Property, the Developer, or the then current owner, shall pay to the City, as to each Residential Unit and each Commercial Unit within the Property, a sanitation services enhancement fee (the "Sanitation Services Enhancement Fee") in an amount equal to \$_____ for each Residential Unit, and \$_____ for each Commercial Unit, to be paid at the time of issuance of the building permit for each such Residential Unit and Commercial Unit within the Property.
- (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 \$_____ for each Residential Unit, and \$_____ for each Commercial Unit, to be paid at the time of issuance of the building permit for each such Residential Unit and Commercial Unit within the Property.
- (C) Parks and Recreation 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 within the Property, a parks and recreation enhancement fee (the "Parks and Recreation Enhancement Fee") in the amount equal to \$_____ for each Residential Unit, to be paid at the time of building permit application.
- (D) Planning and Development Service 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 Commercial Unit within the Property, a planning and development service enhancement fee (the

"Planning and Development Service Enhancement Fee") in an amount equal to \$_____ for each Commercial Unit, to be paid at the time of building permit application.

- (E) <u>Uses and Density</u>. 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 PD shall provide for not more than the total Residential Units and total Commercial Units as shown in the PD and each at a maximum height not to exceed those stated in the PD.
- (F) Road Standards and Traffic Impact. As an obligation, all public roads within the Project shall be constructed to specifications outlined in the PD. The exact location, alignment, and name of any public road or improvements required both within the Project or off-site, shall be subject to review and approval by the City Planning Commission as part of the subdivision platting process and as shown and agreed to in the PD. 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. Upon dedication to the City, the Developer shall provide a three-year warranty period for such public roads shown and allowed in the PD. With respect to the City Public Works "Shop Tract" and Confluence Place, as shown and depicted on the Capacity Study, the Developer shall design, engineer, and construct a gated road (the "Connector Road") and, in order for the Developer to construct the Connector Road, it will be necessary for the Developer and the City to exchange certain real property or rights-of-way, as shown and depicted on Exhibit D attached hereto.

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 12.F.

- (G) <u>Stormwater and Drainage</u>. As an obligation, Developer shall provide approximately 56 acres of 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.
- (H) <u>Jurisdictional and Non-Jurisdictional Waters</u>. 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) 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.
- (I) Regional Roadway Improvements and Intersection Enhancements. As a public benefit, Developer shall provide regional roadway improvements and intersection enhancements as specified herein. Regional roadway improvements shall include widening US Highway 378 from the existing two-lanes to five-lanes from west of Project Driveway #2 to Dayton Drive. Intersection enhancements shall include US Hwy 378 & Juniper Bay Road, US Hwy 378 and Airport Road/Project Driveway #1, US Hwy 378 & Dayton Drive, and Dunn Shortcut Road & Project Driveway #4, in accordance with the Transportation Impact Analysis (the "Tributary TIA") submitted as supplement to the PD. Provided, however, that, in the event any such roadway

intersection or widening improvements require the acquisition of additional right-of-way not located within the boundary of the Property, which Developer has no means of acquiring then, in such event the City may acquire the additional right-of-way not located in the Property for such roadway widening and 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 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 improvements at a time and under the conditions as determined by the City and the TIA to be reasonable. The respective roadway widening and intersection improvements herein shall be completed per the phasing schedule as shown in the TIA and upon warrant as determined by SCDOT. No final plat for which an intersection or widening improvement is warranted shall be recorded prior to installation and final inspection of said improvements, or financially guaranteed.

- (J) <u>Conveyance of Approximately 22 Acres of Real Property</u>. As a public benefit, Developer shall convey to the City approximately 22 acres of real property, shown and delineated on the Capacity Study (the "City Recreation Acreage"), which City Recreation Acreage also comprises a portion of the open space for the PD in accordance with the requirements of the UDO, and includes uplands and wetlands for ownership, perpetual maintenance and preservation by the City. The 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, the Developer shall have completed, caused to be completed, or financially guaranteed, in accordance with the typical financial guarantee requirements of the City, the following improvements, each as shown on the Capacity Study:
 - a. A seventy-five foot (75') wide parcel along the run of Oakey Swamp, measured from the existing property line, for the construction and maintenance of a canal multi-purpose trail as defined in the City Pathways and Trails Plan (approximately 2 acres).
 - b. An approximately 20 acre parcel for the City to use as a park (the "City Park"), for uses determined herein and provided by the City. Developer shall not be responsible for planning, construction or maintenance of any infrastructure improvements or appurtenance in the City Park, but shall provide for a finished grade and utility stub-outs (water, sewer, electric, gas, telecommunication) prior to the recording of the final plat dedicating the City Park to the City.
 - c. To the extent any portion of the City Recreation Acreage includes stormwater detention and/or conveyance serving the Property, the Developer may convey such stormwater to the City, subject to a maintenance easement in favor of the Developer, which requires the Developer to maintain such stormwater detention and/or conveyance at the sole cost and expense of the Developer.
- (K) <u>Neighborhood Amenity Center</u>. As a public benefit, Developer shall provide a programmed neighborhood amenity center with a 6,500 square foot (approximate) swimming pool, bathrooms, pool house, parking lot, mail center and 8' multi-purpose path trailhead connection to the

City Canal Trail, to be completed on or before the date on which the respective portion of the main road providing access to the amenity within the Property is completed. In the event the installation of the amenity and associated appurtenances is delayed beyond completion of the corresponding portion of the main road, then in such event the amenity shall be financially guaranteed, in accordance with the requirements of the City.

- Multi-Purpose Path(s). As a public benefit, Developer shall install a multi-(L) purpose path 8' in width, following the internal main road (90' R/W and 70' R/W), 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 main road providing access, directly or indirectly, to one or more subdivisions within the Property is completed. In the event the installation of such multi-purpose path is delayed beyond completion of the corresponding portion of the main road, then in such event the multi-purpose path shall be financially guaranteed, in accordance with the requirements of the City. The installation of the multi-purpose path shall 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 main road is complete, without regard to the number of building permits that have been issued for the Property by the City. Developer shall also install multi-purpose paths, 8' in width, in general agreement with the locations as shown on the PD, to be complete on or before the date on which the respective phase receives final inspection approval. In the event the installation of such multi-purpose path is delayed beyond final inspection of the infrastructure associated with a specific phase, then in such event the multi-purpose path shall be financially guaranteed, in accordance with the requirements of the City. The installation of the multi-purpose path shall be in accordance with the City's Pathway's and Trails Plan, adopted in 2022 in regards to design and materials.
- (M) <u>Waterline</u>. As a public benefit, Developer shall provide a "looped" 10" waterline connecting SC Highway 378 and Juniper Bay Road, internal to the Property.
- (N) <u>Sewer Pump Stations</u>. As a public benefit, Developer shall install seven (7) new sewer pump stations within the Property, and, and, to the extent required in order to provide sufficient capacity as necessary for the proposed development of the Property, additional sewer pump stations within the Property. Sewer pump installation shall be in accordance with the requirements of the City, or such other agency then providing sanitary sewer service to the Property.
- (O) <u>Traffic Cameras</u>. As a public benefit, Developer shall install traffic cameras within the right-of way at the Hwy. 378 entrances, the Juniper Bay Road entrance, and the Dunn Shortcut entrance to Tributary Property. The cameras shall be monitored by the Conway Police Department to capture identification of vehicles entering and exiting the Property. Installation and purchase of the camera's and associated mounts and utility connections shall be the responsibility of the Developer. Ongoing costs for maintenance and cellular data shall be the responsibility of the City.
- (P) <u>Recording</u>. 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.

- 13. **PURPOSE AND PUBLIC BENEFITS**. The City finds that the development permitted or proposed herein is consistent with the City's comprehensive plan and land development regulations and provides public benefits. The purpose of this Agreement is to agree on certain public benefits as shown on **Exhibit C** (the "Roadway & Related Public Benefit Improvements"). Such Roadway & Related Public Benefit Improvements located on Developer's Property shall be constructed, installed and completed as stated in the PD and dedicated in accordance with City standards and generally in the timeframes listed in **Exhibit E**.
- 14. **CREATION OF IMPROVEMENT DISTRICT**. The Developer and the City recognize that the Property is located in an area which has a need for economic growth, expansion of tax base and creation of jobs. To this end, the City agrees to work with the Developer and other applicable government entities to foster and encourage infrastructure and development to support these goals, including but not limited to, the establishment of a Municipal Improvement District, pursuant to S.C. Code Section 5-37-10, *et seq.*, over an upon all or a portion of the Property (the "*Improvement District*"), which Improvement District shall be more particularly set forth in the improvement plan in connection therewith.
- 15. **PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE**. The City and Developer recognize that development can have negative as well as positive impacts. Specifically, the City considers the protection of the natural environment and nearby waters, and the preservation of the character and unique identity of the City, to be important goals. Developer shares this commitment and therefore agrees to abide by all provisions of federal, state and local laws and regulations for the handling of storm water.
- 16. 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.
- 17. **<u>DEFAULTS</u>**. Notwithstanding the provisions of <u>Section 5</u> 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 <u>Section 8</u> 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.

- 18. 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.
- 19. **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.
- 20. **BENEFIT.** The benefits and burdens of this Agreement are binding upon the parties hereto and shall run with the land and inure to all successors in interest or assigns of the parties hereto.
- 21. **SEVERABILITY**. If any provision herein or the application of any provision herein is held invalid, such invalidity shall apply only to such invalid provision, and the remaining provisions of the Agreement, and the application of this Agreement or any other provision of this Agreement shall remain in full force and effect.
- 22. **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:

To the City at:	City of Conway	
	15	

	Attention: City Manager
With a copy to:	
And to the Developer at:	Lennar Carolinas, LLC 1941 Savage Road, Suite 100-C Charleston, SC 29407 Telephone: (843) 266-4416 Attention: Jason Byham E-Mail: Jason.byham@lennar.com
With a copy to:	Franklin G. Daniels, J.D., LL.M. Maynard Nexsen PC 1101 Johnson Avenue, Suite 300 Myrtle Beach, SC 29577 Telephone: (843) 213-5403 Email: fdaniels@maynardnexsen.com
And to the Commercial Developer at:	Highway 378 Land Holdings LLC 1314 Professional Drive Myrtle Beach, SC 29577 Telephone: (843) 839-3210, Ext. 103 Attention: Charles B. Jordan, Jr. Esquire E-Mail: cjordan@pearcelawgroup.com

23. **GENERAL**.

(A) <u>Subsequent Laws</u>. 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) <u>Entire Agreement</u>. 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) <u>No Partnership or Joint Venture</u>. 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) <u>Exhibits</u>. All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.
- (F) <u>Construction</u>. 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) <u>Transfer of Title</u>. 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) <u>Binding Effect</u>. The parties hereto agree that this Agreement shall be binding upon their respective successors and/or assigns.
- (I) <u>Governing Law</u>. 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) <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterpart shall constitute but one and the same instrument.

- (K) <u>Eminent Domain</u>. 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) <u>No Third Party Beneficiaries</u>. 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) <u>Release of Developer</u>. Subject to <u>Section 7.B</u>, 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 <u>Section 7.B</u> shall not be deemed to succeed to any Development Rights and Obligation of Developer under this Agreement.
- (N) <u>Assignment</u>. Either party may assign any right or interest or delegation of any duty, responsibility, or obligation under this Agreement without the written consent of the other party.
- (O) <u>City Cooperation and Support</u>. The City agrees to reasonably cooperate and support the Developer's efforts that are necessary for the Project, including, but not limited to, any efforts with respect to right of way acquisitions or land swaps.
- DESCRIPTION OF LOCAL DEVELOPMENT PERMITS NEEDED. 24. The development of the Property shall be pursuant to this Agreement, the UDO, and Code of Ordinances, as amended; provided, however, in the event of any conflict between this Agreement and the UDO, and/or the Code of Ordinances, the provisions of this Agreement shall control. Necessary permits include, but may not be limited to, the following: building permits, zoning compliance permits, sign permits (permanent and temporary), temporary use permits, accessory use permits, driveway/encroachment/curb cut permits, clearing/grading permits, and land disturbance permits. Notwithstanding the foregoing, the City acknowledges that City Planning and Zoning Director or the City Planning Commission approval of plats will be given if any such plats are materially consistent with the Capacity Study of the Project, subject to any Capacity Study 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.
- 25. **STATEMENT OF REQUIRED PROVISIONS**. In compliance with Section 6-31-60(A) of the Act, the Developer and the City represent that this Agreement includes all of the specific mandatory and required 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.

	CITY OF CONWAY, a body politic under the laws of the State of South Carolina
Witnesses:	
	By:
Name:	Name:
	Title:
Name:	
STATE OF SOUTH CAROLINA) ACKNOWLEDGMENT
COUNTY OF HORRY	
I,, a Notary	Public, do hereby certify that, as
acknowledged the due execution of the fore	WAY personally appeared before me this day and egoing instrument.
Witness my hand and seal this	day of, 2023.
Notary Public Signature	Notary Public Printed Name
Notary Public for South Carolina My Commission Expires:	
(Seal)	

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

	LENNAR CAROLINAS, LLC, a Delaware limited liability company
Witnesses:	
	By:
Name:	Name:
	Title:
Name:	
STATE OF) ACKNOWLEDGMENT
COUNTY OF) ACKNOWLEDGMENT
I,, a Notary I	Public, do hereby certify that
	appeared before me this day and acknowledged the
Witness my hand and seal this da	y of, 2023.
Notary Public Signature	Notary Public Printed Name
Notary Public for	_
My Commission Expires:	_
(Seal)	

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

	HIGHWAY 378 LAND HOLDINGS LLC, a South Carolina limited liability
Witnesses:	company
	By:
Name:	Name:
	Title:
Name:	
STATE OF COUNTY OF	ACKNOWLEDGMENT
I,, a Notary P as personally a due execution of the foregoing instrument.	Public, do hereby certify thatppeared before me this day and acknowledged the
Witness my hand and seal this day	y of, 2023.
Notary Public Signature	Notary Public Printed Name
Notary Public forMy Commission Expires:	
(Seal)	

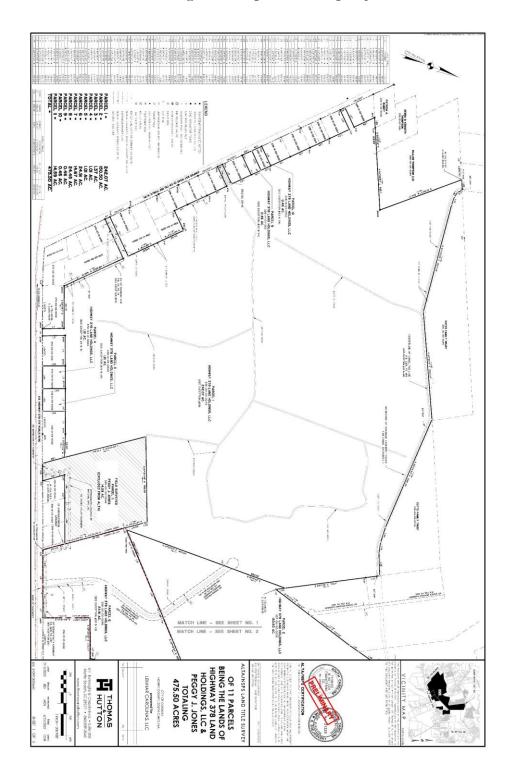


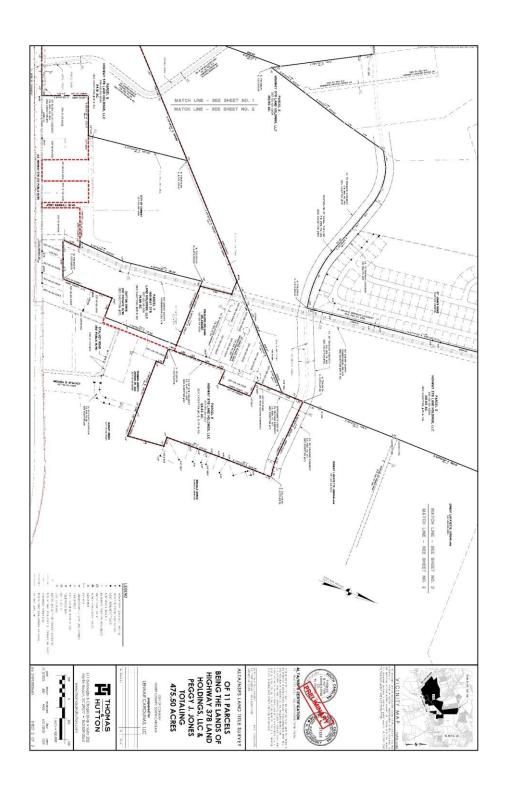
EXHIBIT "A"

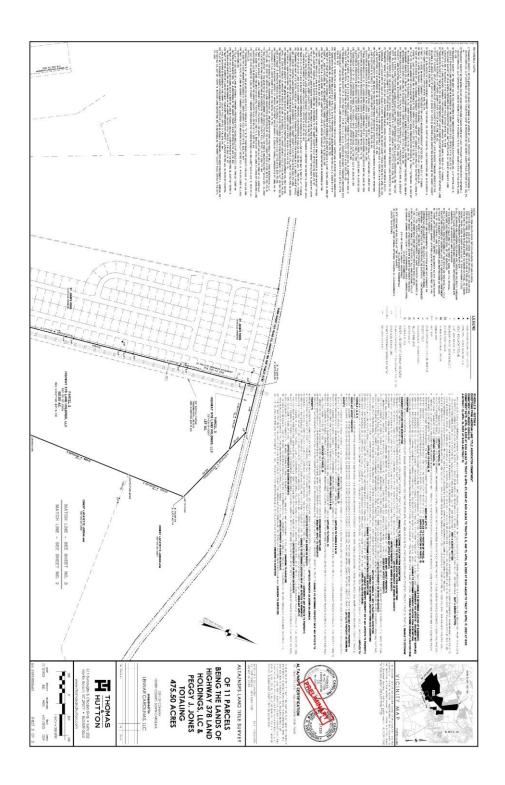
South Carolina Local Government Development Agreement Act as Codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended



EXHIBIT "B"Legal Description of Property







TITLE TO REAL ESTATE BY A CORPORATION	N	Transfer No.	
***	FILED	Number of Acres	
*	HORRY COUNTY	Plat Book Page	
1969	MAR 12 AM IO O	0Tract	
The State of South Carol		Audited and entries made by	
country of Hount	CLERK OF COURT		Secretary
Know all Men by These Present under the General Laws of the State of said County and in the State aforesaid, Thirty-four thousand five hundr	f South Carolina ha in consideration of	ving its principal place of business at the sum of (\$34,500.00)	at Conway,
inirty-four thousand five hundr	ed and no/100 =		- Bonars,
to it in hand paid at and before the seal	ing of these presents	by Garland F. Williams,	Jr.
in the State aforesaid,	(the receipt wh	ereof is hereby acknowledged), h	as granted,
bargained, sold and released, and by th Garland F. Williams, Jr., his h			the said
ALL AND SINGULAR, That certain in Conway Township, County and less as shown on map by J. F. T and described on the said map a	State aforesaid homas, R. L. S.,	and containing 21.5 acres mo	re or
		*	

BEGINNING at Concrete Monument #14,36 located on the southern margin of U. S. Highway #378 at the intersection of the Airport Road and runs North 72 deg. 39 min. east with the said highway 1229 ft. to Concrete Monument N #14,58; thence South 17 deg. 21 min. east 222 ft. deep to Concrete Monument 0 #14,96; thence South 35 deg. 15 min. west 897.5 ft to Concrete Monument 0 #124,3; thence continuing the same course 1290.5 ft. to Concrete Monument N #2850 located on the eastern margin of the Airport Road; thence North 18 deg. 16 min. east with the said road 607.9 ft. to Concrete Monument N #2014; thence in a northerly direction along a curve whose radius equals 852.5 a distance of 526.4 ft. to Concrete Monument N #2856; thence North 17 deg. 42 min. west 555.5 ft. to Concrete Monument N #14,36 the point of BEGINNING.

Bounded on the North by U. S. Highway #378; on the east by other land of Burroughs & Collins Company; on the southeast by Conway-Horry County Airport and on the west by the Airport Road.

This conveyance is made subject to any easements for roads, drainage, transmission lines or like purposes upon or across same.

RESTRICTIONS: No junk yard, no storage of wrecked or damaged automobiles or discarded materials, or dismantling of same shall be located on the property hereby conveyed nor will open storage be permitted on the premises unless same is in an area screened by a wall, solid fences, vegetation, or such other durable and permanent screening installation as will effectively screen such open storage, refuse, or like matter from view from the highway or any adjoining premeses. Such screening shall be approved by the grantor as to design and material.

For a further and more specific record, a map of the property being conveyed by this deed is attached as a part and parcel of the conveyance to be recorded along with the deed.

This being a portion of Homewood Colony Lots #136 and 138 as conveyed to Burroughs & Collins Company by D. T. McNeil, Trustee by his deed dated the 27th day of November 1901 and recorded in Deed Book P. Page 176Clerk of court's office for Horry County.

This being a portion of Homewood Colony Lots #136 and 138 as conveyed to Burroughs & Collins Company by D. T. McNeil, Trustee by his deed dated the 27th day of November 1901 and recorded in Deed Book Py. Page 176Clerk of court's office for Horry County.

518

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

To Have and to Hold all and singular the said premises before mentioned unto the said Garland F. Williams, Jr., his

Heirs and Assigns forever. And the said Burrouchs & Collins Co., Corporation, does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto the said

Garland F. Williams, Jr., his

Heirs and Assigns, against itself and its successors and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

Witness the Hand of the President and Treasurer, and Seal of the Corporation, this 24th day of Februaryin the year of our Lord, one thousand nine hundred and 69, and in the one hundred and 93 year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered

in Presence of

THE STATE OF SOUTH CAROLINA.

County of Horry

Personally appeared before me

James Booth

and made oath that he saw

Sec

H. B. Burroughs

President and

Henry B. Burroughs, Jr. Secty Kreasurer

of the within named Burroughs & Collins Co., sign, affix the Corporation Seal, and as the Act and Deed of said Corporation, deliver the within written Deed; and that he with R. W. McCracken, Jr.

witnessed the execution thereof.

Sworn to before me this 24

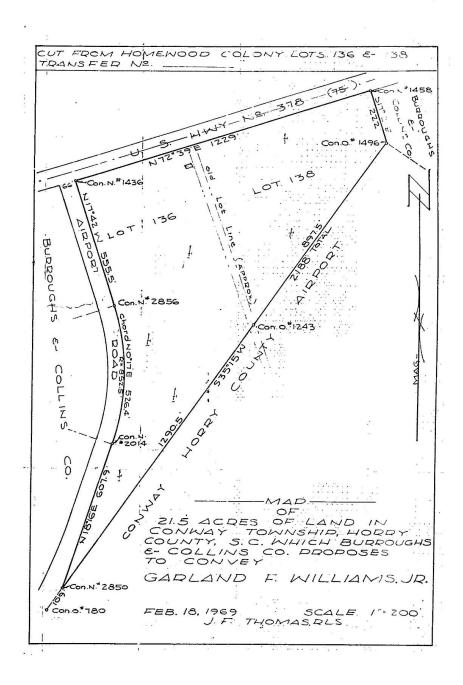
Land William

10 60

Kur fr. (Se

Notary Public for S. C.

James Boath



486.

DILLARS TIPLIARS

2)

I Certify \$37.95 Horry County Documentary Tax has been paid on this instrument.

R. G. HORTON Clerk of Court

SUIT CARDUMA
DOCUMENTANCE
DOCUM

day of day of Register Mesne Conveyance Auditor Horry County Horry County, S. C. Page 517 A. D. 1962 State of South Carolina, 19. Burroughs & Collins Co. 19 Title to Real Estate WALKER, EYANS & COGSWELL CO., CHARLESTON, S. C. COUNTY OF HORRY Garland F. Williams, Jr. CORPORATION P.O.Box 344 Conway, S. C. 29526 T0and Recorded Vol.. Recorded this Filed this. Charged . in Book. Fee \$. Fee

CLERK OF COURT

1969 MAR IS AM 10 00

FILED HORRY COUNTY

EXHIBIT "C" Roadway & Related Public Benefit Improvements

Traffic Improvements on Highway 378 as outlined in the Final Traffic Impact Analysis



EXHIBIT "D"
Proposed Capacity Study

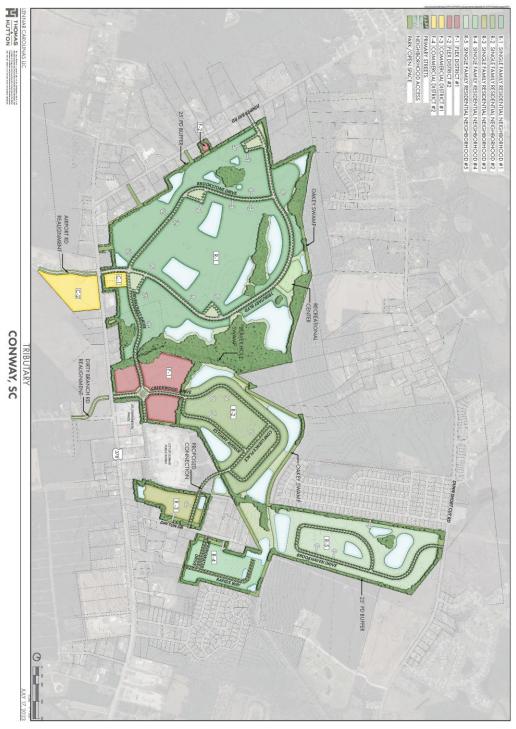


EXHIBIT "E"

Development Schedule

(To be adjusted from time to time as Development is impacted by many factors, including but not limited to things such as the economy, acts of God and the housing market locally, regionally, and nationally.)

YEARS	PHASES
June 2025 - 2030	R-1
June 2025 - 2030	C -1
June 2025 - 2030	C-2
June 2025 - 2030	F-2
June 2030 - 2035	R-2
June 2030 - 2035	R-3
June 2030 - 2035	R-4
June 2030 - 2035	R-5
June 2030 - 2035	F-1

This Development Phasing Schedule is merely an estimate

EXHIBIT "F"

City of Conway Unified Development Ordinance (UDO)

- City of Conway Unified Development Ordinance (UDO)
 - o City Ordinance: https://www.cityofconway.com/departments/administration_new/ordinances.php
 - Direct Link: https://cms1files.revize.com/conway/UDO%20(last%20amended%2010.3.22).pdf



EXHIBIT "G"

Horry County Stormwater Design Manual

- Horry County Stormwater Design Manual
 - o County Links: https://www.horrycountysc.gov/departments/stormwater/engineers/resources-tools/ordinances-manuals-and-reports/
 - Direct Link: https://www.horrycountysc.gov/media/4wqkxbxg/horry-county-sw-design-manual-enacted-jul-2017.pdf



DATE: January 4, 2024

ITEM: VI.C.1.

ISSUE:

REQUESTING DEFERRAL...Request by Mike Wilson, the agent for William Barker and Laura Kirkland to rezone approximately 0.24 acres of property located at 610 Main St. (PIN 338-13-02-0035) from the City of Conway Low Density Residential (R1) district to the City of Conway Professional (P) district.

BACKGROUND:

The applicant submitted a rezoning application for the subject property, located at 610 Main Street. The property is currently zoned Low/ Medium Density Residential (R-1), and contains two (2) dilapidated structures: a single-family structure and a multifamily structure. Recently, the Building Official posted both structures on the property as being unsafe, and required demolition of both structures. Due to the location of the property being within the Main Street Historic Design Review District (HDRD), the property is subject to the Community Appearance Guidelines, requiring review and approval by the Community Appearance Board prior to demolition or relocation of any structures.

At the December 13, 2023 Community Appearance Board (CAB) meeting, the applicant requested approval to demolish both structures on the property. The board voted to approve demolition of the rear structure (former apartments) in accordance with the Building Officials recommendation due to structural and safety concerns; however, they denied the request to demolish the front structure due to its historical nature, citing their desire to preserve the historic main street home. While CAB cannot overrule the Building Official, the Building Official has stated that the rear structure was the direct of the two structures on the property and has made exceptions with regard to historical buildings and/or properties in the past.

While the rezoning application does not specify the intended use of the property, the applicant stated at the CAB meeting that they would like to rezone to the Professional (P) district in order to market the property for commercial and residential uses, as the Professional District allows both residential and commercial uses. Should the property be rezoned to Professional, the existing home *could* be rehabilitated and used as a commercial space or restored for residential use, depending on the wishes of the current or future property owner(s).

Low/Medium Density Residential (R-1) (*current* **zoning)**

Per *Section 3.2.3* of the UDO, 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.

Professional (P) (proposed zoning)

Per Section 3.2.7 of the UDO, the intent of the P District is to accommodate office, institutional, and residential uses in areas whose character is neither exclusively business nor residential in nature. This district is intended to establish areas that provide professional services to the public, which do not materially

detract from nearby residential areas. More specifically, this district should serve as a transitional zone between more intensive commercial areas and residential areas. This district is not intended for businesses that engage in retail sales.

Surrounding Uses/Zoning:

The subject property is adjacent to two (2) properties, currently zoned Professional, as well as two (2) properties that are currently zoned Low/Medium Density Residential (R-1).

Residential uses (*not including multifamily*) are allowed in either the R-1 or P zoning districts; however, commercial uses would only be permitted if the property were rezoned to Professional (P).

CITY OF CONWAY COMPREHENSIVE PLAN:

The future land use map of the *Comprehensive Plan* identifies the subject property as *Low Density Residential (R-1)*. However, property adjacent to the subject property is zoned Professional (P), and the request is consistent with the character of the surrounding properties with frontage on Main Street. Accompanying the request is a proposed Future Land Use Map amendment of the Comprehensive Plan to revise the future use as Professional, should Planning Commission recommend approval of the request.

STAFF RECOMMENDATION:

Staff recommends that Planning Commission give a thorough review of the request and make an informed recommendation to City Council.

ATTACHMENTS:

Application;

GIS Maps













