MAYOR
Barbara Jo Blain-Bellamy

MAYOR PRO TEM
Justin D. Jordan



COUNCIL MEMBERS
K. Autry Benton, Jr.
Amanda Butler
William M. Goldfinch IV
Beth Helms
Larry A. White

## PLANNING & DEVELOPMENT PLANNING COMMISSION AGENDA

Thursday, November 2, 2023 | 5:30 p.m.
Planning & Building Dept. Conference Room – 196 Laurel Street

#### I. CALL TO ORDER

#### II. MINUTES

A. Approval of October 5, 2023 Planning Commission Meeting Minutes

#### III. PUBLIC INPUT

#### IV. SUBDVISIONS

- **A.** Riverwood at Sherwood Forest requesting a design modification and preliminary plan approval.
- **B.** Kingston Oaks, Phase 2 requesting street name approval and preliminary plan approval.

#### V. PUBLIC HEARINGS

#### A. 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 **WITHDRAWN** ...Request to rezone approximately 4.2 acres of property located at **1520 Grainger Rd** (PIN 368-01-02-0027) from the Low/Medium-Density Residential (R-1)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.

#### **B.** ANNEXATION/REZONING REQUEST(S)

1. *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.

#### C. 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-

#### MAYOR Barbara Jo Blain-Bellamy

City of NWAY SOUTH CAROLINA

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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).

#### 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.

#### VI. DECEMBER PLANNING COMMISSION DATE

#### VII. BOARD INPUT

#### VIII. STAFF INPUT

#### IX. UPCOMING MEETINGS

MEETING	DATE	TIME	<u>LOCATION</u>	ADDRESS
City Council	November 6, 2023	4:00 p.m.	City Hall	229 Main St.
Community Appearance Board (CAB)	November 15, 2023	4:00 p.m.	Planning & Building Dept. Conference Room	196 Laurel St.
Board of Zoning Appeals (BZA)	November 16, 2023	5:30 p.m.	Planning & Building Dept. Conference Room	196 Laurel St.
City Council	November 20, 2023	4:00 p.m.	City Hall	229 Main St.
Planning Commission (PC)	December 7, 2023	5:30 p.m.	Planning & Building Dept. Conference Room	196 Laurel St.

#### X. ADJOURNMENT

# CITY OF CONWAY PLANNING COMMISSION MEETING THURSDAY, OCTOBER 5, 2023

#### Planning & Building Dept. Conference Room – 196 Laurel Street

Present: Brian O'Neil, Virginia Norris, Ellen Watkins, David Sligh, Jessica Wise, Julie Hardwick

Absent: Samantha Miller, Danny Hardee, Kendall Brown

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

Cohen, IT; Anne Bessant, Planning Assistant; Heath Watford, Police

Others: Cindy Orelli, Angelo Orelli, Renee Ruff, Todd Cunningham, Nancy Aboyan, Alex Ruff, Gerald

Doyle, Mike Ruff, Margie Elias, Amy Goldman, Kenneth Greenburg, Kathy Wade, Tommy Wade, Jaime Costanzo, Barry Costanzo, Joseph Magrin, Tracy Magrin, Connie Wilson, Allen Wilson, John Campbell, Frank May, Beverly May, Jill Miller, Stacey Wyant, Emma Middleton, Roben Doyle, May Jean Gula, Mary Politakis, Dave Politakis, Tom Jasiwicz, Michele Jasiwicz, Andrea Konkle, Michael Konkle, Marie Scholl, John Scholl, Mark Prengle, Robyn Maselli, Doreen Bennett, Lislie Cover, Kerrie Purdy, Tom Pach, Debbie Rapole, Robert Padlowski, J.G. Johnson, Robert Rapole, John Danford, Nick Baxter, Orlzama Velazquez, Gregory Bratcher, Lucinda Parks, Ken Sears, Holly Sears, James Brice, Steven Delange, George Terlizzi, Greg Bryson, Emma Howes, Mary Sarsfield,

Kathleen Morin, Roger Morin, Rita Painchaud, Frances Hersh, & others

#### I. CALL TO ORDER

Chairman O'Neil called the meeting to order at approximately 5:30 pm.

#### II. APPROVAL OF MINUTES

Wise made a motion, seconded by Sligh to approve the September 7, 2023 minutes with the correction of adding additional wording "voting no" to the end of the motion on item B.1. The vote in favor was unanimous. The motion carried.

O'Neil made a motion to defer items C.2 Tributary Annexation/Rezoning and D.1 Land Development Agreement. Wise seconded the motion and the motion carried unanimously.

#### III. PUBLIC INPUT

Nick Baxter, Roben Doyle, Angelo Orelli, Nancy Aboyan, and Greg Bryson spoke during public input regarding the Tributary tract and the Winyah Road annexation.

#### IV. PUBLIC HEARINGS

#### A. TEXT AMENDMENT

1. Amendment to Article 11 – Signage, of the City of Conway Unified Development Ordinance (UDO), regarding Sign Standards in Residential and Non-Residential Zoning District, as well

## as requirements for Electronic Message Centers (EMC's) / Light Emitting Diodes (LED) signs with digital/animated display.

Hucks stated in May of this year, Planning Commission reviewed and recommended approval of a text amendment regarding requirements for EMC/LED signs with digital/animated display that would allow theaters to have EMC/LED signs with digital and/or animated display. Ultimately, City Council passed the ordinance, but added to PC's recommendation to allow educational facilities as well as public recreational facilities to have EMC/LED signage.

Since the ordinance was amended, some religious institutions that have sought to install a sign with EMC/LED display. A recent request for a church on Grainger Rd was presented to Council as a special presentation item in recent months, and Council expressed their interest in making it easier for churches to have this type of signage, rather than having to go through the rezoning process. Additionally, the current UDO requires that churches on property of three (3) acres and greater be zoned a Planned Development (PD). If under three (3) acres in size, the property must be zoned properly to have a sign with an EMC/LED.

#### Per Section 11.4.9 of the UDO:

- D. Zoning. Electronic Message Centers (EMC's) or L.E.D. (Light Emitting Diode) signs with digital/animated displays are permitted as follows:
  - 1) IN, IC, and HC zoning districts. EMCs/LEDs with digital/animated displays are permitted in the IN and IC zoning districts, and on properties zoned HC that are located on US Hwy 501 Bypass, to include "Church" Street.

The ordinance was amended earlier this year to also allow these types of signs for the following uses, regardless of zoning:

- 2) Theaters.
- 3) Educational Facilities.
- 4) Public Recreational Facilities.

For churches that are located on Hwy 501 Bypass/Church Street, they must be zoned Highway Commercial AND be under 3 acres in size, due to the language contained within Article 5 of the UDO regarding the requirements for religious institutions. If over three (3) acres in size, they would need to rezone to a PD, and in doing so, they could add language within the PD that would permit them to have signage that contains an EMC/LED with digital/animated display.

There are 2 churches that have pending requests for and EMC/LED sign. One is located on Grainger Rd, off Hwy 378 and the other is located on Hwy 501, near CCU and HGTC.

In addition to the previous amendments to Article 11 regarding EMC/LED signs, staff proposes to amend the ordinance to allow religious institutions, regardless of the zoning district in which they are located, to have an EMC/LED sign with digital/animated display, with the condition that such sign complies with the requirements for signs in residential zoning districts (per Section 11.3.1) and the requirements in Section 11.4.9, as attached herein.

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

There was no public input.

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

O'Neil made a motion to recommend approval for this request to City Council as presented. Wise seconded the motion and the motion carried unanimously.

## 2. Amendment to Article 5 – Specific Use Regulations, of the City of Conway Unified Development Ordinance (UDO), regarding the requirements for religious institutions.

Hucks stated in 2000, US Congress adopted the Religious Land Use and Institutionalized Persons Act ("RLUIPA"), which prohibits application of land use regulations that:

- (1) impose a substantial burden on religious exercise absent a compelling justification pursued in the least restrictive means;
- (2) treats a religious assembly or institution on less than equal terms with nonreligious assemblies or institutions;
- (3) discriminates against religious entities on the basis of religion or religious denomination; and/or
- (4) totally excludes or unreasonably limits religious assemblies, institutions, or structures within a jurisdiction.

RLUIPA requires the government to demonstrate that the burden of furtherance of a compelling governmental interest and is the "least restrictive means" of furthering that interest. The general rule applies to "the implementation of a land use regulation or a system of land use regulations, under which a government makes, or has in place formal or informal procedures or practices that permit the government to make, individualized assessments of the proposed uses for the property involved" 42 U.S.C. §2000cc (a)(2)(c).

The reach of RLUIPA includes things, such as zoning ordinances, site plan approvals, rezoning, PDD applications, variances, special exceptions and historical preservation ordinances.

Additionally, South Carolina adopted the South Carolina Religious Freedom Act in 1999, which already restricted the state's ability to burden exercise of religion. The Act prohibits the state from imposing a substantial burden on a person's exercise of religion, even if the burden results from a general rule of applicability, even if the State demonstrates that application of the burden to the person is:

- (1) in furtherance of a compelling state interest; and
- (2) the least restrictive means of furthering that compelling interest.

The 1999 (state) Act is applicable to all state and local laws and ordinances and the implementation of those laws and ordinances.

Per the Municipal Association's Comprehensive Planning Guide (2018), a Planned Development district mixes different types of compatible residential use and commercial uses, or shopping centers, office parks, and other mixed-use developments. A PD is established by rezoning prior to development. It is characterized by a unified site design for a mixed-use development, and were historically referred to as "planned unit developments". Planned developments allow flexibility to improve the design, character, and quality of new mixed-use developments and preserve natural and scenic features of open spaces.

In 2003, property owners in Charleston County sought to have their property rezoned from an agricultural zoning district to a PD. The ordinance to rezone the property to a PD was passed in February 2004, which allowed the

#### PC 10/5/2023

minimum lot size to be reduced from a 3-acre minimum to just one (1) acre. The ordinance was challenged, claiming that it was invalid because it was not in compliance with the states Planning Enabling Act and zoning regulations. The SC Supreme Court concluded that the ordinance to rezone the property to a PD was invalid because it was not comprised of "housing of different types and densities and of compatible commercial uses" nor was it "characterized by a unified site design for a mixed-use development", as provided for in SC Code § 6-29-720. Additionally, SC Code § 6-29-740 requires that Planned Developments "encourage innovative site planning for residential, commercial, institutional, and industrial developments." The only result achieved from passing of the ordinance was to allow lot size reductions so that the property owners did not have to meet the lot size requirements of the agricultural district in which the property was located.

While that particular ordinance was ruled to be invalid, it does not prevent counties or municipalities from using other techniques or processes for a PD; however, such requirements must be consistent with the Planning Enabling Act.

Staff was unable to locate a specific time or date in which the requirement for churches to be a PD was established; except that when the UDO was adopted in 2011, the requirement was included. To staffs knowledge, there has been no text amendment since the UDO was initially adopted that required churches over three (3) acres in size to be a PD, or to follow PD requirements. The section of the ordinance staff proposes to amend is as follows:

Section 5.1.22 Religious Institutions: ...Religious institutions over three (3) acres in size are subject to the review and procedures indicated in the Planned Development District (PD). All accessory uses shall be submitted and approved as part of the PD application process.

There is no other use in the UDO that requires it to become a PD. While no property owner can request the PD zoning designation unless the property is a minimum of three (3) (contiguous) acres, the only use that requires the property to be a PD is a religious institution if the property is 3 or more acres in size.

As part of staff's effort to clean up the UDO, and with multiple churches requesting signage that would not otherwise be permitted due to the zoning of the property, staff proposes to amend the ordinance to eliminate the requirement for religious institutions, 3 acres or more in size, to become a Planned Development. This amendment would not prohibit religious institutions from requesting to be zoned a Planned Development, especially in cases where there are multiple parcels involved with a variety of different uses; however, it would need to be consistent with state law regarding Planned Developments.

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

There was no public input.

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

Sligh made a motion to recommend approval for this request to City Council as presented. Norris seconded the motion and the motion carried unanimously.

3. Amendment to Article 7 – Streets and Circulation, Article 10 – Subdivision and Land Development, and Article 12 – Nonconformities, of the City of Conway Unified Development Ordinance (UDO), regarding the requirements for installation of sidewalks.

Hucks stated that  $Article\ 7$ ,  $Section\ 7.1.2\ (D)$  –  $Complete\ Streets$ , of the UDO, requires that sidewalks be constructed along the frontage of all properties abutting arterial or local non-residential streets. Additionally,  $Article\ 10$ ,  $Section\ 10.5.2\ (C)$  –  $Street\ Improvements$ , requires that sidewalks be constructed where a development fronts on any existing street segment maintained by either the City, the County, or SCDOT where a sidewalk does not currently exist.

There is nothing that distinguishes what the requirements for sidewalk installation are for new development and existing development, regardless of whether or not the site is nonconforming or could accommodate the installation of sidewalks.

Section 7.1.2 (F) – Exemption/Waivers, allows TRC to exempt developments from certain complete street requirements, exception for the requirement to install sidewalks, where required. Only City Council can grant sidewalk installation exemptions, and in doing so, the applicant is required to pay the fee-in-lieu of installing sidewalks.

Recently, a property on Fourth Ave (the former Coastal Ice House) requested a waiver of sidewalk installation, which received a favorable recommendation from TRC due to the lot constraints. While there was a sidewalk installed on the Fourth Ave side of the property, there are no sidewalks installed along the sides of the property. The building (existing) is located very close to a side property line as well. The requirements for sidewalk installation on this site would require that approx. 366 linear feet of sidewalks be constructed, which amounts to a total fee-in-lieu of \$9,355 (+/-). Payments in lieu of sidewalk installation are used by the City to build or complete pedestrian (i.e. sidewalks), bikeway, or pathway systems. At the August 21st Council meeting, Council asked if there was a way to lessen the burden of sidewalk installation requirements on proposed businesses that move into existing buildings which also may be located on nonconforming sites. This particular sidewalk waiver request was deferred to give staff the opportunity to draft an amendment to the UDO regarding sidewalk waiver requirements.

This amendment proposes to retain the requirement to install sidewalks and for the applicant to request a waiver of sidewalk installation; however, the fee-in-lieu amount could be reduced or eliminated if approved by Council, and would only be applicable to properties that could be considered legal-nonconforming.

Staff recommends 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 Sligh, to close public input. Motion carried unanimously.

Sligh made a motion to recommend approval for this request to City Council as presented. Hardwick seconded the motion and the motion carried with Wise voting no.

#### **B. REZONING REQUEST(S)**

1. **DEFERRED**...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.

#### C. ANNEXATION / REZONING REQUEST(S)

1. **PREVIOUSLY DEFERRED** ... Request to annex approximately 15 acres of property located at 154 Winyah Rd (PIN 383-00-00-0339), and rezone from the Horry County Limited Industrial (LI) district to the City of Conway Heavy Industrial (HI) district.

Hucks stated that on August 1<sup>st</sup>, the applicant, Michael Crenshaw, President, of King Asphalt, Inc., submitted an annexation and rezoning application for the subject property, located at 154 Winyah Road. The property is currently in Horry County's jurisdiction, zoned Horry County Limited Industrial (LI). The use of the property is an existing asphalt plant. The property was transferred to the applicant on August 1st, which would have triggered annexation when the utility accounts were requested to be changed to the current owner, King Asphalt, Inc. Restrictive covenants for the property were recorded and received on August 1st as well.

Per Section 3.2.10 of the UDO, the intent of the Heavy Industrial (HI) zoning district is to accommodate areas for heavy manufacturing, distribution, and processing.

#### Surrounding Uses / Zoning Districts:

The property is within a primarily industrial area, with Horry County Limited Industrial (LI) zoning across the road (Yaeger Ave) (Capital Materials Coastal – building materials store) and directly behind the subject property is also Horry County LI (Blue Max Trucking). At the end of Yaeger Ave is a (approx.) 15-acre tract, zoned City of Conway Heavy Industrial (HI), and is the site of "Vulcan Materials Company." Across Winyah Rd is property zoned PD, which is the industrial portion of the Wild Wing Planned Development.

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

Staff recommends that Planning Commission give a thorough review of the amendment(s) and make an informed recommendation to City Council after said review. Staff notes that the applicant has expressed that they do not wish to annex into the city limits.

The applicant was not present.

Lew Sandford, FX Williams, John Scholl, Doreen Bennett, Bob Padlowski, and Renee Ruff spoke during public input with environmental concerns, operation hours, and enforcing existing ordinances.

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

Hucks noted that there are no current regulations in the UDO for an asphalt plant. If annexed, the city could only regulate the noise ordinance as their legal nonconforming status and could on be done if rezoned to Heavy Industrial zoning. She added that city staff does not have the authority to enforce DHEC or EPA regulations.

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The board and staff discussed the request at length.

Sligh made a motion to recommend denial of this request to City Council. Hardwick seconded the motion and the motion carried with O'Neil voting no.

> 2. **DEFERRED** ...Request to annex approximately 445 +/- acres of property, located at or near the corner of Hwy 378 & Juniper Bay Rd, and on Dunn Shortcut Rd (PIN's 336-00-00-0043, -0044, 336-13-04-0006, 336-14-04-0011, 336-15-03-0003, 337-00-00-0009, -0011, and 370-04-01-0004), and rezone from the Horry County Commercial Forest Agriculture (CFA), Highway Commercial (HC), and Residential, no mobile homes allowed (SF40) districts to the City of Conway Planned Development (PD) district, as well as a request to rezone approximately 40.53 +/- acres of property located on Highway 378, Dayton Drive, and Dunn Shortcut Rd (PIN's 336-00-00-0045, 370-00-00-0011, -0012, and 337-08-01-0004) from the City of Conway Heavy Industrial (HI), High-Density Residential (R-3) and Low/Medium-Density Residential (R-1) districts to the City of Conway Planned Development (PD) district.

#### D. LAND DEVELOPMENT AGREEMENT(S)

1. **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, 337-00-00-0009, -0011, -0012, 337-08-01-0004, 370-00-00-0011, and 370-04-01-0004).

#### V. **BOARD INPUT**

None

#### VI. STAFF INPUT

Hucks stated that the December meeting was moved up a few months ago and at that time, staff thought the tree lighting ceremony was going to be on December 7th. Now the tree lighting service has been moved up to November 30th and the City of Conway Christmas party is on December 5th. So next month staff will add moving the meeting back to December 7<sup>th</sup> on the agenda, where it was originally.

#### VII. **ADJOURNMENT**

A motion was made to adjourn the meeting.	The vote in favor	was unanimous.	The motion	carried.	The meeting
adjourned at approximately 7:15 pm.					

Approved and signed this	day of	, 2023.
	Brian O'Neil. Chairman	1

DATE: November 2, 2023 AGENDA ITEM: IV.A.

#### **ISSUE:**

Riverwood at Sherwood Forest is a single-family subdivision, proposing: 147-lots and located on Pin No; 324-00-00-0017, 324-16-04-0013 and 324-16-04-0046. The total project area consists of: 67.93-acres and contains both "R" and "R-1" zoning within its boundaries.

#### **BACKGROUND:**

May 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.

- July. 2015 324-16-04-0041 was annexed onto the City of Conway and zoned: "R1".
- May 2016 after annexed into the City of Conway, 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.
- May 2019 324-00-00-0017 was annexed into the City of Conway and zoned: "R".
- Dec. 2020 the initial sketch plan was submitted and reviewed for the proposed development and a revised sketch plan was submitted and reviewed in February.
- March 2021 the proposed street names for the development were approved by the Planning Commission (on March 4<sup>th</sup>) and (on March 15<sup>th</sup>) the proposed subdivision name was approved by City Council.
- Jan. 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

#### **ANALYSIS:**

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 approximately 62-acre majority of this project, currently zoned: "R", has a minimum lot size requirement of: 10,000-sq. ft, a minimum lot width of: 100-ft and a minimum lot depth of: 100-ft.
- PIN 324-16-04-0013 is an approximately 3.8-acre portion of the project zoned: "R-1", having a minimum lot size requirement of: 7,500-sq. ft, a minimum lot width of 75-ft and a minimum 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.

#### **DESIGN MODIFICATION:**

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: 324-00-0017 (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.

#### **RECOMMENDATION:**

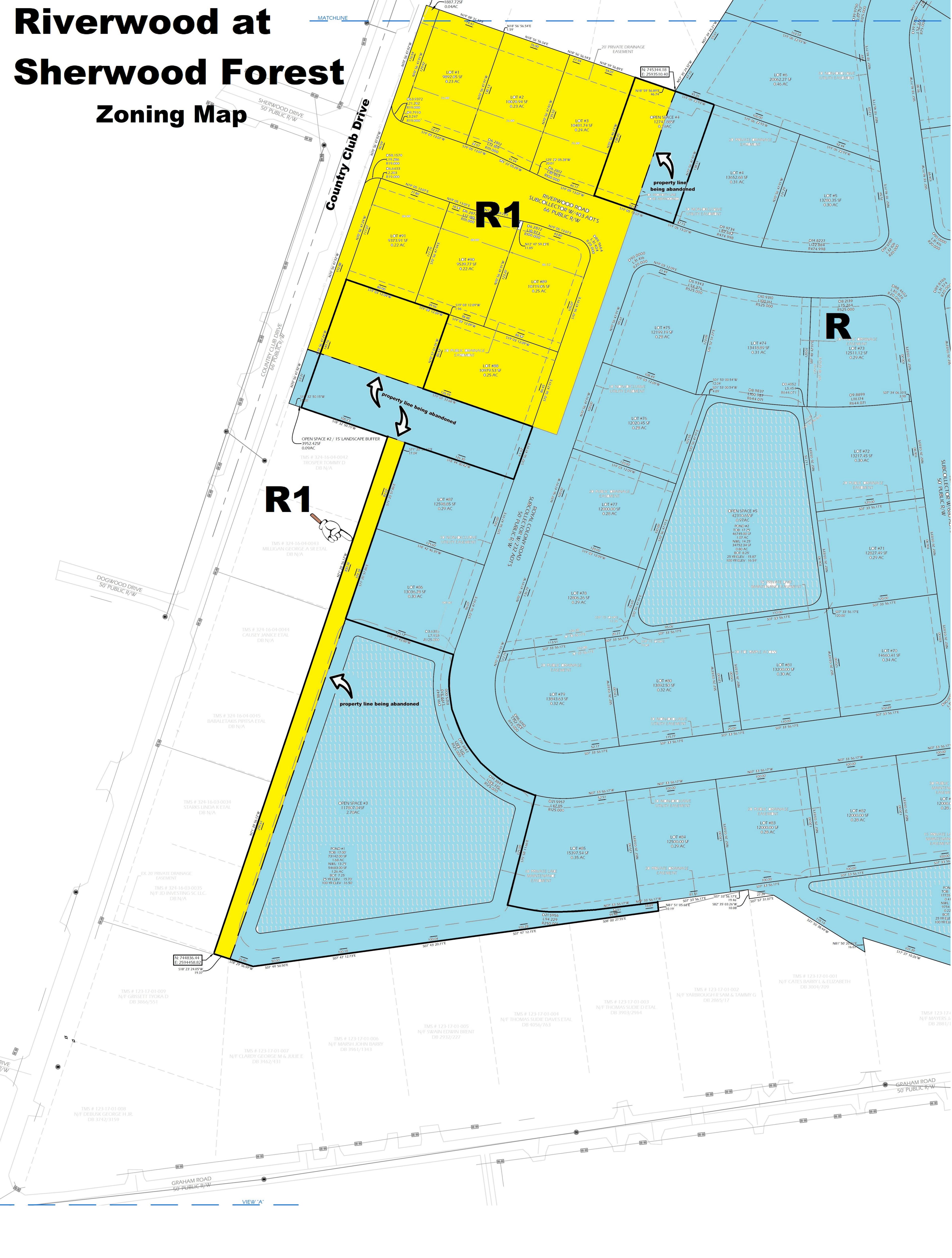
If Planning Commission recommends approval of the applicant's requests, staff recommends that it be contingent upon final review and approval of the Technical Review Committee (TRC).



## PLANNING & DEVELOPMENT

DESIGN MODIFICATION REQUEST
Address/ PIN:
32416040046 amd 32400000017
Project:
Riverwood @ Sherwood Forest
Contact Name:
Climt Richardsom
Email Address/Telephone Number:
climt@beverlyhomessc.com
Describe the Proposal in Detail:
UDO Section 6.1.14 Split Zoning of Parcels: The project proposes to combine a narrow strip of R-1.
**FEE OF \$100 IS DUE WITH APPLICATION
Staff Use Only:
Date Received: 0   9   2023 Planning Commission Meeting: 10   19   2023 Planning Commission Meeting: 10   19   2023 Planning Commission Meeting: 10   10   10   10   10   10   10   10
City Council Meeting: BS&A Case #: P21-0034
Fee: \$\lambda(0) (\text{check/credit card/cash})





#### **ISSUE:**

*Kingston Oaks, phase 2* – The applicant, Jason Wilwerth with Bolton & Menk Inc., requests preliminary approval for Phase 2, of Kingston Oaks, a neighborhood within the Collins Jollie Development Agreement, located on PIN: 295-00-00-0010, along Collins Jollie Road. In addition to plan approval the applicant is also seeking approval of a street name.

#### **BACKGROUND:**

Jan. 3, 2023 The subdivision n	name was approved by City Council
--------------------------------	-----------------------------------

Feb. 6, 2023 The Development Agreement for the Collins Jollie conservation subdivision was approved by City Council.

May 4, 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.

#### **STREET NAME:**

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.

#### **ANALYSIS:**

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.

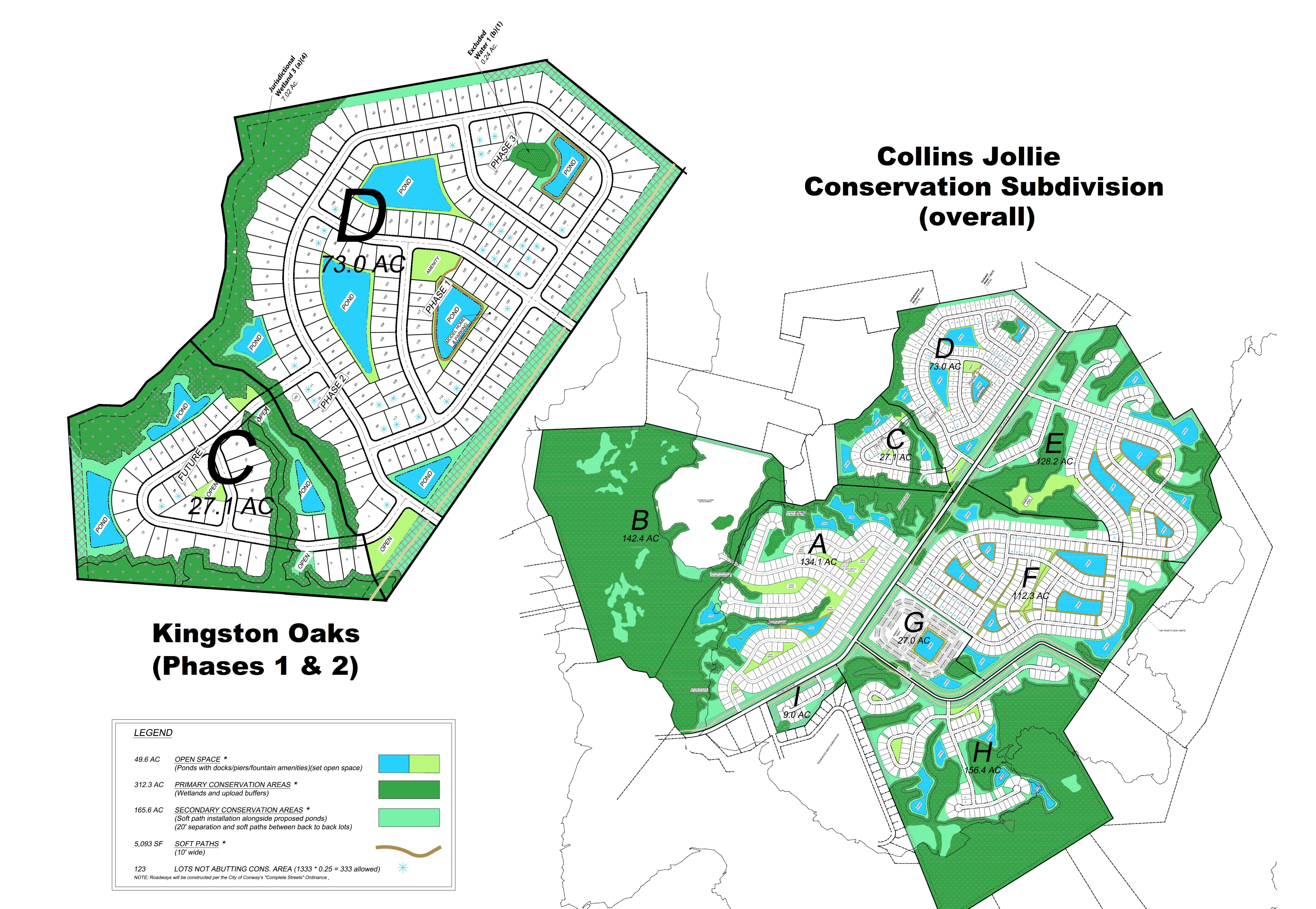
The expansion of Bear Oaks Loop will include the sidewalks and street trees (not installed) in Phase 1, as expressed in a design modification approved by Planning Commission on: 4/6/23.

The layout of theses phases are 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.

#### **RECOMMENDATION:**

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).



AGENDA ITEM(S): V.B.1. & V.C.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, 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	D	Proposed Dimensional
(Tract)	Zoning	Proposed Uses & density	Standards
	Current: County CFA;	SF detached: 591 lots/units	Residential:
R-1	HC; SF40	SF semi-detached (duplex): 102 lots/units	SF detached:
K-1	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	Townhomes:
	Current: City R-1	SF detached: 45 lots	18' W / 1,800 SF
R-4	(low/medium-density	Townhomes: 103 lots/units	
14	residential)	Total for R-4 tract: 148 lots/units	Multifamily:
	Proposed: PD	Total for K-4 tract. 146 lots/units	50' W / 5 acres
	Current: County CFA	SF detached: 181 lots	Lot depth, all dwelling
R-5	Proposed: PD	SF semi-attached (duplex): 12 lots/units	types: 100'
	110poscu. 1D	Total for R-5 tract: 193 lots/units	*Setbacks, all dwelling
	Current: County HC;	All uses allowed in <b>HC</b> ;	types, excluding Multifamily:
F-1	CFA / City HI	All specific uses listed under <b>Community</b>	Front yard: 15'
	Proposed: PD	Residential Care Facility (CRCF), excluding	Side yard: 5'
		Group Homes;	Rear Yard: 20'
	Current: County HC	All specific uses listed under <b>Assembly</b> in Use	Corner Front Yard: 10'
F-2	Proposed: PD	Tables of the UDO;	Multiformila (ME) anthonium
	11oposed. 1D	Multifamily or Townhomes: 300 units max on F-1	Multifamily (MF) setbacks: 15' (Front, Rear, Sides, &
		and 8 units max on F-2	Corner Front)
		All uses allowed in <b>HC</b> ;	,
	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 <b>Assembly</b> in the Use	Multifamily: 40'
		Tables of the UDO	Multifamily, Max Bldg.
C-2	Current: County CFA	All uses allowed in <b>HC</b> ; All uses allowed in <b>LI</b>	Height: 65'
	Proposed: PD		Commercial:
		Total # of SF detached lots/units: 1,017	80' W / 8,000 SF
		Total # of SF semi-attached (duplex) lots/units: 176	Lot Depth: 100'
		Total # of Townhome lots/units: 266  Total, all R tracts: 1,459	Max Bldg. Height: 65'
		Total # of Multifamily /Townhome lots/units: 308	<b>Setbacks: F</b> – 30'   <b>S</b> – 15'
		Total, all tracts (if multifamily is utilized on the flex	<b>R</b> – 20'   <b>Corner F</b> – 20'
		tracts): 1,767 lots/units	

<sup>\*</sup>Townhome setbacks shall be subject to a 15' perimeter setback on all sides if developed in common.

#### **Proposed Modifications from Design Standards:**

- 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 allow "outdoor storage" to be a principal use in the Flex and Commercial tracts.
- 6. To **exempt sidewalk 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.).
- 7. **Streets to be designed and constructed per the Street Cross Section exhibits** provided in the narrative (attached).
- 8. Existing trees, 3" in caliper and above, shall count towards the plant quantities that are required per the landscape buffers.
- 9. **Allow residential signage in rights-of-way** of the 2 main roads providing ingress/egress to Hwy 378. Signage will be placed in a raised median of sufficient width to minimize visual obstruction and be located outside of any sight triangles.

#### **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.

#### **Packet Inserts:**

The applicants have also provided the following:

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

#### 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)).

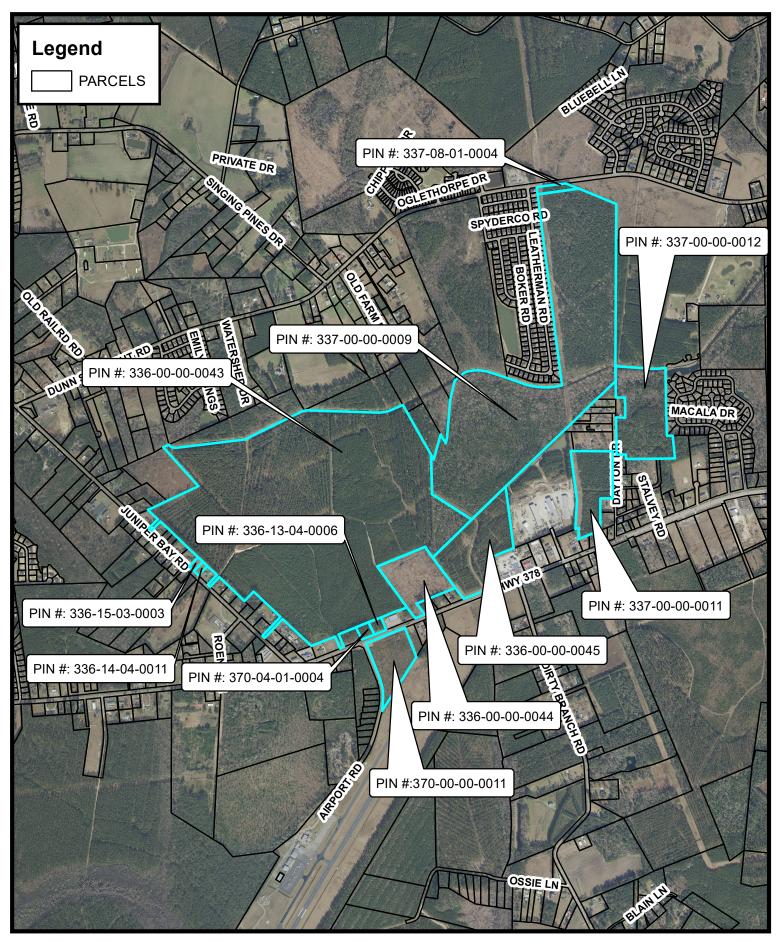
Some items that will be considered by Council, to be contained within the development agreement include:

- 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.

#### **STAFF RECOMMENDATION:**

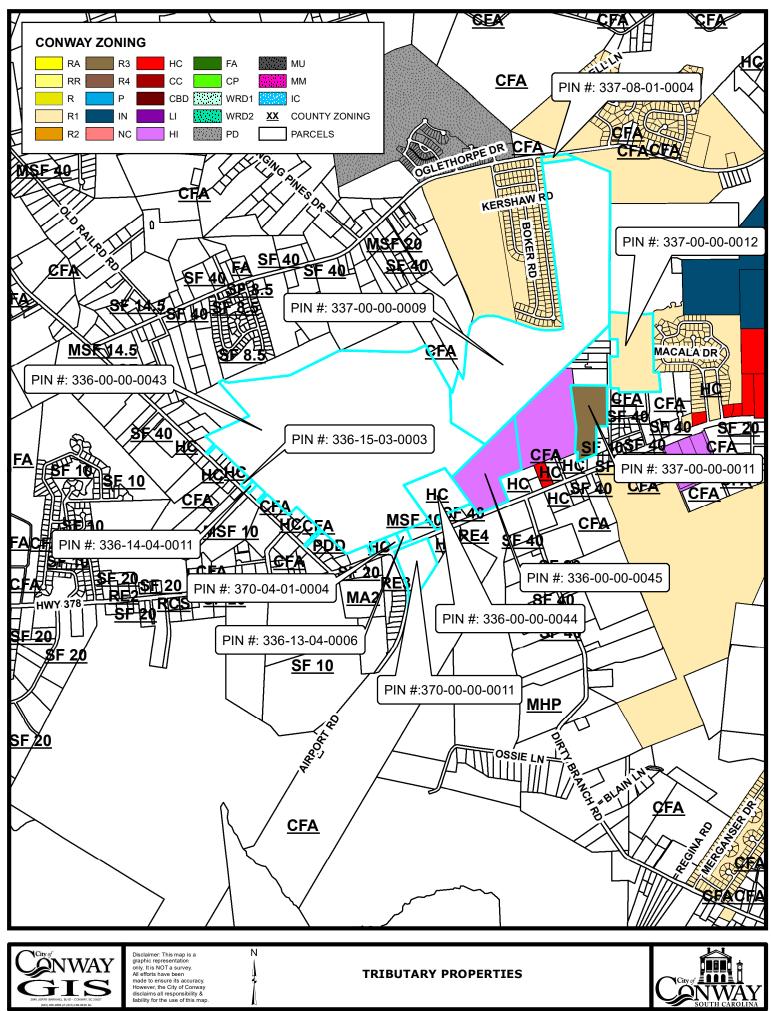
Staff recommends that Planning Commission hold the public hearing on the request for both the annexation and development agreement, and defer the request to give the applicant time to address staff's comments on the submittal.

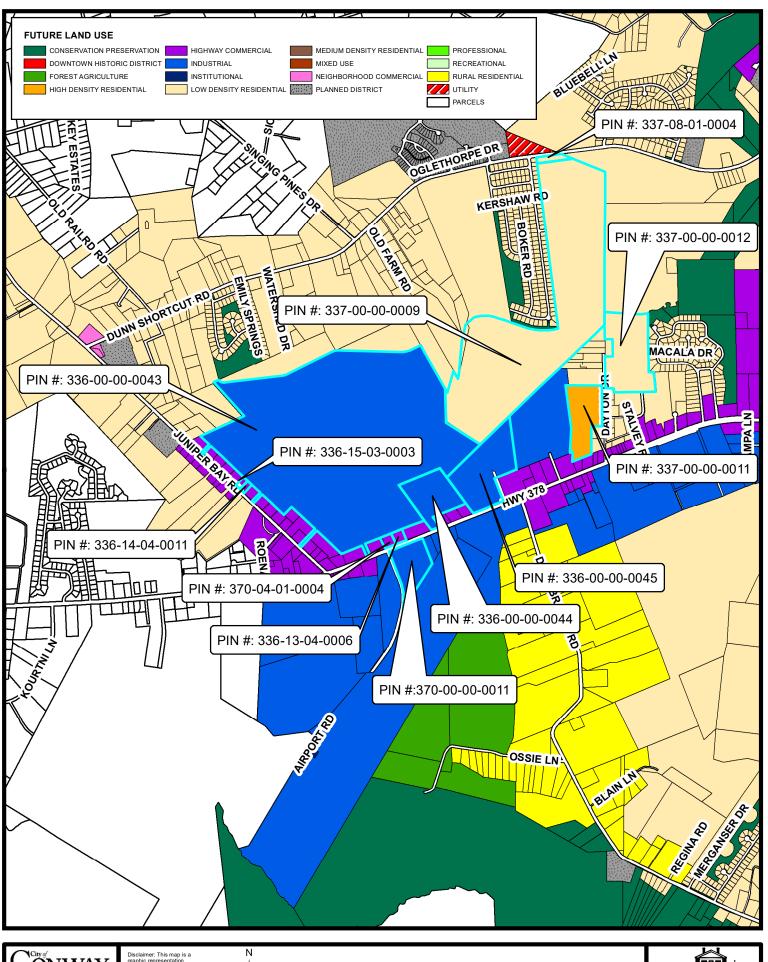




Disclaimer: This map is a graphic representation only. It is NOT a survey. All efforts have been made to ensure its accuracy. However, the City of Conway disclaims all responsibility & liability for the use of this map.

TRIBUTARY PROPERTIES

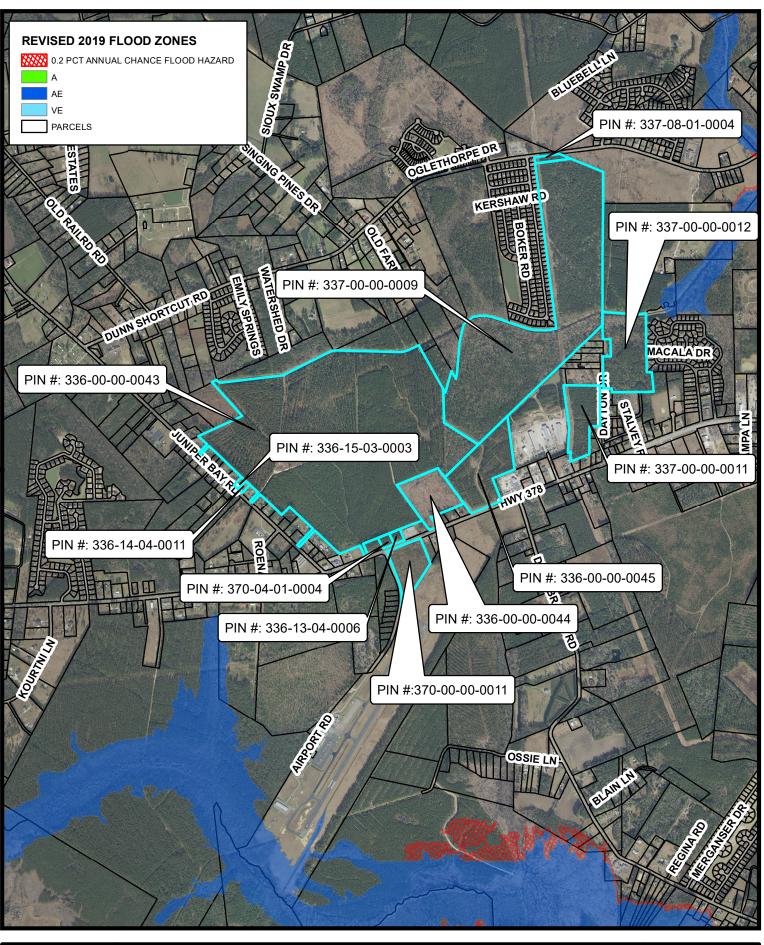






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TRIBUTARY PROPERTIES





#### 611 BURROUGHS & CHAPIN BOULEVARD, SUITE 202 MYRTLE BEACH, SC 29577 | 843.839.3545 WWW.THOMASANDHUTTON.COM

**Date:** August 4, 2023

**To:** Jessica Hucks, AICP

Planning Director City of Conway 196 Laurel Street Conway, SC 29526

From: Walter Warren, P.E.

Subject: Zoning Map Amendment Application – Tributary PDD

The following Horry County Property Identification Numbers (PIN) are associated with the City of Conway Zoning Map Amendment Application for the Tributary Planned Development.

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

370-04-01-0004



### 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 City of Conway Planning Department

STATE OF SOUTH CAROLINA	)	PETITION FOR ANNEXATION
COUNTY OF HORRY	)	

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

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

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

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

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

PROPERTY LOCATION/SUBDIVISION: Intersection of SC Hwy 378 and Juniper Bay Road	
PIN: See Attached ACREAGE: 486.5	
PROPERTY ADDRESS: Intersection of SC Hwy 378 and Juniper Bay Road	
PROPERTY OWNER MAILING ADDRESS: 612 Lakeside Drive Conway, SC 29526	
PROPERTY OWNER TELEPHONE NUMBER: (843) 839-3210	
PROPERTY OWNER EMAIL: cjordan@pearcelawgroup.com	
APPLICANT: Lennar Carolinas, LLC	
APPLICANT'S EMAIL: jason.byham@lennar.com	_
IS THE APPLICANT THE PROPERTY OWNER? CIRCLE: YES NO	
IF NOT: PLEASE INCLUDE A LETTER OF AGENCY OR POWER OF ATTORNEY FROM THE OWNER ADDIGNIN RESPONSIBILITY TO THE APPLICANT. PROPERTY OWNERS (Attach additional sheets if necessary).	3
Highway 378 Land Holdings LLC  (Disc)  DATE: Telly 27, 700	25
(Print) (Signature)	
(Print) (Signature) DATE:	_



## **PETITION FOR ANNEXATION**

Staff Use	e Only
Received: BS&A #:	

Is there a structure on the lot: Structure Type:
Current Use:
Are there any wetlands on the property?
CIRCLE: YES NO
If yes, please include valid wetland delineation letter from army corps of engineers.
Is the property restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the permitted or proposed use of the land?
CIRCLE: YES NO
If yes, please explain and provide a copy of covenant and/or restriction.
Is the city a party to any deed restrictions or easements existing on the property?
CIRCLE: YES NO
If yes, please describe.
Are there any building permits in progress or pending for this property?
CIRCLE: YES NO
If yes, please provide permit number and jurisdiction.
FEES ARE DUE AT SUBMITTAL.

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

PLEASE SUBMIT TO THE PLANNING & DEVELOPMENT DEPARTMENT

planning@cityofconway.com



## 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:	rsection of SC Hwy 378	and Juniper Bay Road	FEE PAID YES	NO
AREA OF SUBJECT PROPERTY (ACREA				ched
CURRENT ZONING CLASSIFICATION:				
COMPREHENSIVE PLAN 2035 FUTURE I	AND USE: Industrial	, Highway Commercial h	High Density Residential, Lo	w Density Residential
REQUESTED ZONING CLASSIFICATION	PDD			
NAME OF PROPERTY OWNER(S): HIGHWAY 378 LAND H	OLDINGS.	LLC	22	843-839-3210
111011111111111111111111111111111111111	02011100,			
			PHONE #	
mailing address of property ow	NER(S):			
612 Lakeside Drive, Conway, SC	29526			
**********	******	******	********	******
I (we) the owner(s) do hereby of Amendment Application is correct.	ertify that all	information pr	resented in this	Zoning Map
Musin Manch	- Hune	xoer	July ZE	, 2023
PROPERTY OWNER'S SIGNATURE(S)			DATE	
PRÓPERTY OWNER'S SIGNATURE(S)			DATE	

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

#### LETTER OF AGENCY

To:	City of Conway			
Re:	Property Identification Number (s): See Attached			
	Property Address: Intersection of SC Hwy 378 and Juniper Bay Road			
	Property Location: Intersection of SC Hwy 378 and	Juniper Bay Road		
	Property Owner (s): Beverly June Williams, Kimberly Jun	e Russell, Peggy Jones, Highway 378 Land Holdings LLC		
	(Please Print Full Name)			
	onnection with the referenced property, I hereby appoint those of filing such application for project approval as they			
Author	horized Agent: Lennar Carolinas, LLC			
	(Please Print Full Name)			
Reason	son For Agency: Under contract for the Property.			
Busine	iness License #:			
Agent's	ent's Address: 1359 21st Ave North, Suite 105 Myrt	le Beach, SC 29577		
Agent'	ent's Telephone Number: 843-276-8072			
	Charles	B. Jodan Jr. (Manager)		
Witnes	ness b moth Norgau Highway Property Own	B. Follow, Jr. (Manager) 378 Land Ho Kings, U.C., ner (Please print full name)		
	Title Signature of	oroperty owner		
	Date Z	7, 2023		

If there is a contract of sale, please supply us with a copy.

dotloop signature verification: dtlp.us/n5o1-HuZx-6D4u



## 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

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STATE OF SOUTH CAROLINA	)	
	)	PETITION FOR ANNEXATION
COUNTY OF HORRY	)	

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

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

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

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

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

PROPERTY LOCATION/SUBDIV	$_{ m VISION:}$ $\overline{ m Intersection}$ of SC Hwy 378 and Juniper Bay Roa	Эd
PIN: See Attached	ACREAGE: 486.5	
PROPERTY ADDRESS: Inters	ection of SC Hwy 378 and Juniper Bay Road	
	ADDRESS: 605 Geddings Drive Myrtle Beach, SC 29588	
PROPERTY OWNER TELEPHON		
PROPERTY OWNER EMAIL:		
APPLICANT: Lennar Caro	linas, LLC	
APPLICANT'S EMAIL: jason	.byham@lennar. <del>com</del>	
IS THE APPLICANT THE PROPE		
IF NOT: PLEASE INCLUDE A I RESPONSIBILITY TO THE APPI PROPERTY OWNERS (Attach add		NG
Beverly Williams	Beverly Williams  Beverly Williams  BEF 1874-1878-1989  TE:	
(Print)	(Signature)	
Kim Williams Russell	Kim Williams Russell  MNB/0EX7-EPD5-ZOLS  ATE:	
(Print)	(Signature)	



## **PETITION FOR ANNEXATION**

Staff Use	e Only
Received: BS&A #:	

Is there a structure on the lot: Structure Type:
Current Use:
Are there any wetlands on the property?
CIRCLE: YES NO
If yes, please include valid wetland delineation letter from army corps of engineers.
Is the property restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the permitted or proposed use of the land?
CIRCLE: YES NO
If yes, please explain and provide a copy of covenant and/or restriction.
Is the city a party to any deed restrictions or easements existing on the property?
CIRCLE: YES NO
If yes, please describe.
Are there any building permits in progress or pending for this property?
CIRCLE: YES NO
If yes, please provide permit number and jurisdiction.
FEES ARE DUE AT SUBMITTAL.

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

PLEASE SUBMIT TO THE PLANNING & DEVELOPMENT DEPARTMENT

planning@cityofconway.com



# Zoning Map Amendment Application

Staff Use Only
Received: BS&A #:

Incomplete applications will not be accepted.

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:	Intersection of SC Hwy 378 and J	Juniper Bay Road FEE PAID VES	NO
AREA OF SUBJECT PROPERTY (ACR	(EAGE): 486.5	PIN: See Attac	ched
CURRENT ZONING CLASSIFICATION	N: County CFA, HO	C, SF40 City: HI, R3,	R1, GCO
COMPREHENSIVE PLAN 2035 FUTUI	RE LAND USE:	way Commercial High Density Residential, Lov	w Density Residential
REQUESTED ZONING CLASSIFICATION	ON: PDD		_
NAME OF PROPERTY OWNER(S):			
Beverly June Williams		PHONE #	843-294-4473
Kimberly June Russell		PHONE #	336-575-7299
MAILING ADDRESS OF PROPERTY C 605 Geddings Drive	)WNER(S):		
Myrtle Beach, SC 29588			
**************************************			
Amendment Application is correct	•	•	
Beverly Williams 07/27,	/23 2:55 PM EDT 6RIX-NFUR-FLVC		
PROPERTY OWNER'S SIGNATURE (S	verified	DATE	
22KZ-BS	3 2:59 PM EDT XD-DUGZ-J3N1		
PROPERTY OWNER'S SIGNATURE(S	.)	DATE	

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

# LETTER OF AGENCY

To:	City of Conway							
Re:	Re: Property Identification Number (s): See Attached							
Property Address: Intersection of SC Hwy 378 and Juniper Bay Road								
Property Location: Intersection of SC Hwy 378 and Juniper Bay Road								
	Property Owner (s): Beverly June William							
	(Please Print F		<del></del>					
	nnection with the referenced property, I he se of filing such application for project ap	• • • • • • • • • • • • • • • • • • • •	• •					
Autho	orized Agent: Lennar Carolinas, LLC							
	(Please Print Full Name	e)						
Reaso	n For Agency: Under contract for the	e Property.						
Busin	ess License #: 2024-2221							
Agent	's Address: 1359 21st Ave North, Su	uite 105 Myrtle Beach, SC 29	9577					
Agent	's Telephone Number: <u>843-276-8072</u>							
Treg Ri	dotloop verified 07/27/23 3:02 PM EDT DB9C-YZHX-AZEY-FPSS	Kim Williams Russell and Beverly V	<i>V</i> illiams					
Witne	ss	Property Owner (Please print ful	l name)					
		Owners						
		Title						
Kin	dotloop verified 07/27/23 2:59 PM EDT RKUN-WZJC-KBWQ-FODR	Beverly Williams	dotloop verified 07/27/23 2:55 PM EDT 6M1G-AFJS-ZWIN-JFSR					
		Signature of property owner						
		07/27/2023						
		Date						

If there is a contract of sale, please supply us with a copy.



# PETITION FOR ANNEXATION

Staff Use Only	
Received:BS&A #:	

City of Conway Planning Phone: (843) 488-9888
Department 196 Laurel Street, 29526 Conway, South Carolina

www.cityofconway.com

#### **Instructions:**

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

STATE OF SOUTH CAROLINA COUNTY OF HORRY	)	PETITION FOR ANNEXATION
TO THE HONORABLE MAYOR	AND (	CITY COUNCIL OF CONWAY

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

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

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

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

PROPERTY LOCATION/SUBDIVISION	$_{ extsf{N}:}$ Intersection of SC	: Hwy 378 and Junip	per Bay Road
	ACREAGE: 486		
PROPERTY ADDRESS: Intersecti	on of SC Hwy 378 ar	nd Juniper Bay Road	d
PROPERTY OWNER MAILING ADDR			
PROPERTY OWNER TELEPHONE NU			
PROPERTY OWNER EMAIL: sflem	ing@horrycountysch	ools.net	
APPLICANT: Lennar Carolina			
APPLICANT'S EMAIL: jason.byh	am@lennar.com		
IS THE APPLICANT THE PROPERTY	OWNER? CIRCLE: YES	NO 🗸	
<i>IF NOT</i> : PLEASE INCLUDE A LETTERESPONSIBILITY TO THE APPLICAN PROPERTY OWNERS (Attach additional)	VT.	OF ATTORNEY FROM THE O	WNER ADDIGNING
Peggy Jones		DATE:	
(Print) (S	Signature)		
(Print) (S	Signature)	DATE:	
(1 11111)	ngnature)		



# PETITION FOR ANNEXATION

Staff Use	Only
Received: BS&A #:	

Is there a structure on the lot: No Structure Type: N/A
Current Use: Undeveloped, timber management
Are there any wetlands on the property?
CIRCLE: YES NO
If yes, please include valid wetland delineation letter from army corps of engineers.
Is the property restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the permitted or proposed use of the land?
CIRCLE: YES NO
If yes, please explain and provide a copy of covenant and/or restriction.
Is the city a party to any deed restrictions or easements existing on the property?
CIRCLE: YES (NO ())
If yes, please describe.
Are there any building permits in progress or pending for this property?
CIRCLE: YES NO
If yes, please provide permit number and jurisdiction.
EEEC ADE DIJE AT CIJDMITTAI

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

Staff Use Only	
Received:	

Incomplete applications will not be accepted.

City of Conway Planning Department 196 Laurel Street, 29526 Phone: (843) 488-9888 Conway, South Carolina

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#### **Notice**

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PHYSICAL ADDRESS OF PROPERTY:	FEE PAID () YES () NO
AREA OF SUBJECT PROPERTY (ACREAGE):	PIN:
CURRENT ZONING CLASSIFICATION:	
COMPREHENSIVE PLAN 2035 FUTURE LAND USE:	
REQUESTED ZONING CLASSIFICATION:	
NAME OF PROPERTY OWNER(S):	
	PHONE #
	PHONE #
MAILING ADDRESS OF PROPERTY OWNER(S):	
******************	*****************
I (we) the owner(s) do hereby certify that al Amendment Application is correct.	l information presented in this Zoning Map
PROPERTY OWNER'S SIGNATURE(S)	DATE
PROPERTY OWNER'S SIGNATURE(S)	DATE

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

#### LETTER OF AGENCY

To:	City of Conway						
Re: Property Identification Number (s): See Attached							
Property Address: Intersection of SC Hwy 378 and Juniper Bay Road							
Property Location: Intersection of SC Hwy 378 and Juniper Bay Road							
	Property Owner (s): Beverly June Williams, Kimberly June Russell, Peggy Jones, Highway 378 Land Holdings LLC						
	(Please Print Full Name)						
	nection with the referenced property, I hereby appoint the person shown below as my agent for the e of filing such application for project approval as they shall deem necessary and proper.						
Author	rized Agent: Lennar Carolinas, LLC						
	(Please Print Full Name)						
Reason	For Agency: Under contract for the Property.						
Busine	ess License #: 2024-2221						
Agent	s Address: 1359 21st Ave North, Suite 105 Myrtle Beach, SC 29577						
Agent	s Telephone Number: 843-276-8072						
Witnes	Property Owner (Please print full name)						
	Title						
	Signature of property owner						
	Date						

If there is a contract of sale, please supply us with a copy.

TRIBUTARY

PLANNED DEVELOPMENT DISTRICT

LENNAR CAROLINAS, LLC
HIGHWAY 378 LANDING HOLDINGS, LLC

OCTOBER 2023



# **REVISIONS**

1.

#### **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: MASTER SITE PLAN**

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 Master Site 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 for illustrative purposes only and do not reflect or limit the development of Tributary PD.

Uses listed and approved herein shall be used throughout the community. Any material increase in the overall unit count or density shall be considered a Major Amendment to the PD, subject to approval by the Conway City Council.

#### **DEVELOPMENT SUMMARY TABLE**

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

Total 1,767 486.5 442.5 44.0 3.6 4.6

#### **SECTION 3: PERMITTED USES AND DIMENSIONAL REQUIREMENTS**

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

#### 1. Permitted Residential Uses

- A. Single-family detached
- B. Single-family 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

#### 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

#### 4. Commercial District C-2 Uses

- A. All uses allowed in Highway Commercial (HC)
- B. All uses allowed in Limited Industrial (LI)

#### DIMENSIONAL STANDARDS TABLE

	Min. Min. Lot Setbacks							
Use	Lot Area	Lot Area Lot Width	Depth	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'
40' SF Detached	4,000 sf	40'	100'	15'	5'	20'	10'	40'
50' SF Detached	5,000 sf	50'	100'	15'	5'	20'	10'	40'
Duplex Semi-Attached	3,700 sf	37'	100'	15'	5'	20'	10'	40'
Townhome	1,800 sf	18'	100'	15'	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'	5'	20'	10'	40'
Multi-family	5 acres	50'	100'	15'	15'	15'	15'	65'
Commercial Districts	8,000 sf	80'	100'	30'	15'	20'	20'	65'

- 1. SF = Single-Family
- 2. In-common townhome structures shall be subject to a 15' perimeter setback on all sides.
- 3. Minimum separation between townhome structures shall be 20'.
- 4. Minimum separation between multi-family structures shall be 20'.
- 5. 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.
- 6. 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 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 linear feet of buffer

			ini quantities pe	i 100 iiiicai ic	ct of baller
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	Type B	15'	2	3	20
R-1 to F-1	Type B	15'	2	3	20
R-1 to F-2	Type B	15'	2	3	20
R-2 to F-1	Type B	15'	2	3	20
Flex/Commercial					
PD External Perimeter	Type C	25'	3	5	25
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

#### 9. Tree Preservation

- A. A tree survey shall be provided for each Phase within the Tributary PD at the time of construction plan submittal before the issuance of a land disturbance permit for the associated Phase. The tree survey shall be in accordance with the Tree Preservation standards contained in the Conway UDO.
- B. Any protected trees proposed for removal shall be approved for such by the City Arborist 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 standards of the Conway UDO.

#### 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.** Outdoor storage shall be considered a principal use and subject to the dimensional and landscape requirements as stipulated in the Flex and Commercial Districts herein.
- 6. Sidewalks and pathways shall not be required on the perimeter of the Tributary PD.
- 7. Streets within Tributary PD shall be designed and constructed per the attached Street Cross Section Exhibits.
- **8.** Where undisturbed buffers are used, trees 3" in caliper and above shall count towards the plant quantities required herein.
- **9.** Residential signage associated with the Tributary PD shall be allowed within the right-of-way at the intersection of the two main roads providing ingress/egress to Hwy. 378 upon issuance of an encroachment permit from the City of Conway Public Works Department. Signage shall be placed within a raised median of sufficient width to minimize visual obstruction and be located entirely outside of vision triangles.

#### 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.

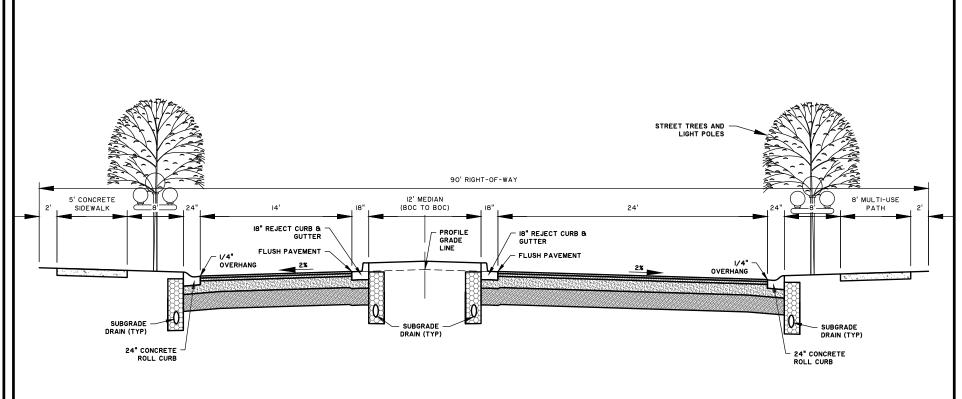
#### **SECTION 8: FLOOD DAMAGE PREVENTION ORDINANCE**

Tributary PD shall be and remain in compliance with the Conway Flood Damage Prevention Ordinance.

#### 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.



#### 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

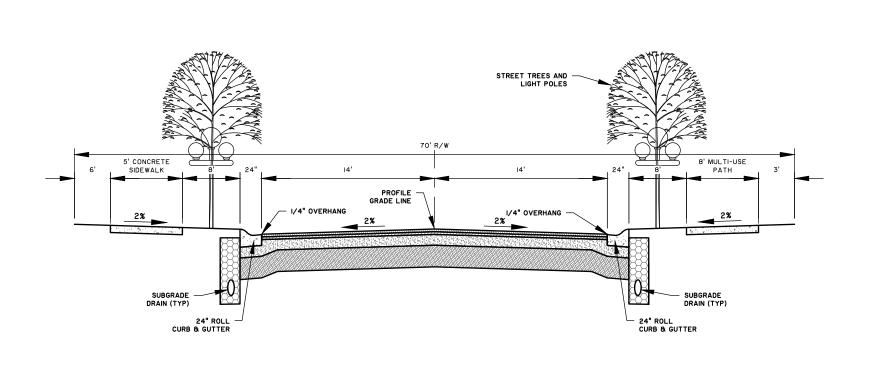
DATE: 07.17.23 JOB NUMBER: J-31099 DRAWN BY: WPH

REVIEWED BY: SCALE: N/A

SHEET: 1 OF 6



611 Burroughs & Chapin Blvd. • Suite 202 Myrtle Beach, SC 29577 • 843.839.3545



## **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

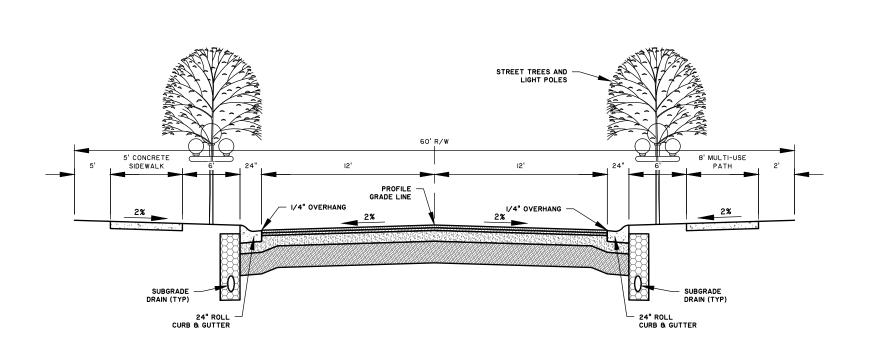
JOB NUMBER: J-31099

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

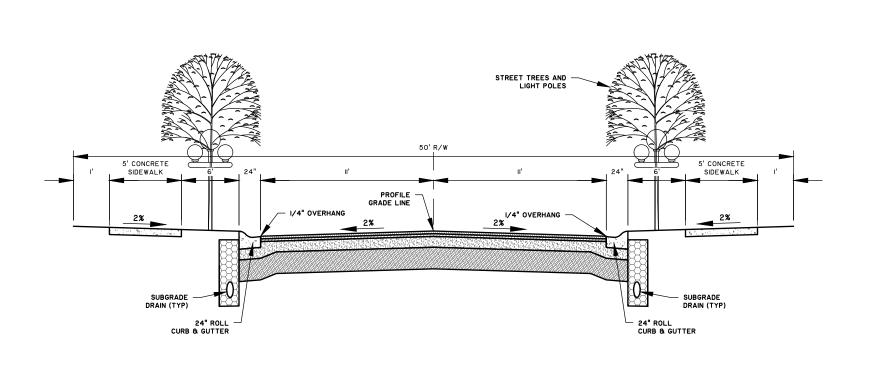
JOB NUMBER: J-31099

DRAWN BY: WPH REVIEWED BY:

WPH 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.

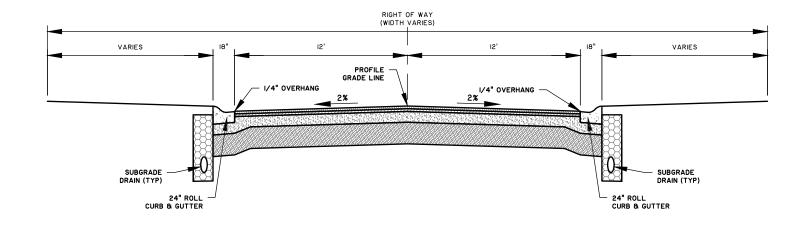
LOCATION: CITY OF CONWAY, SOUTH CAROLINA

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:

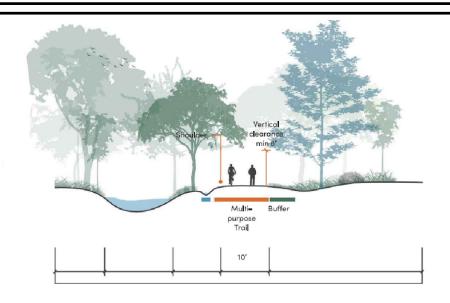
LENNAR CAROLINAS, LLC

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	Floodplains			
Typical Tread Widths	10'			
Materia <b>l</b> s	Natural soil surface, wood mulch, sand			
Buffers and Clearance	Min 8' vertical clearance, railing or fence 54" tall when adjacent to a drop-off of 1' or greater / Resting places every 200' for slopes less than 8.33%, every 30' for 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.



Capacity Study
Tributary

Conway, South Carolina October 13, 2023



Vlyrtle Beach, SC 29577 • 843,839,3545 www.thomasandhutton.com

are not waverse or general point or the development which is not decusion purposes only, does not limit or bland the owner/developer, and is subject to change and revision without plan within notice to the holder. Dimensions, boundaries and position boardines are for illustrative purposes only and are subject to an accurate survey and properly description.

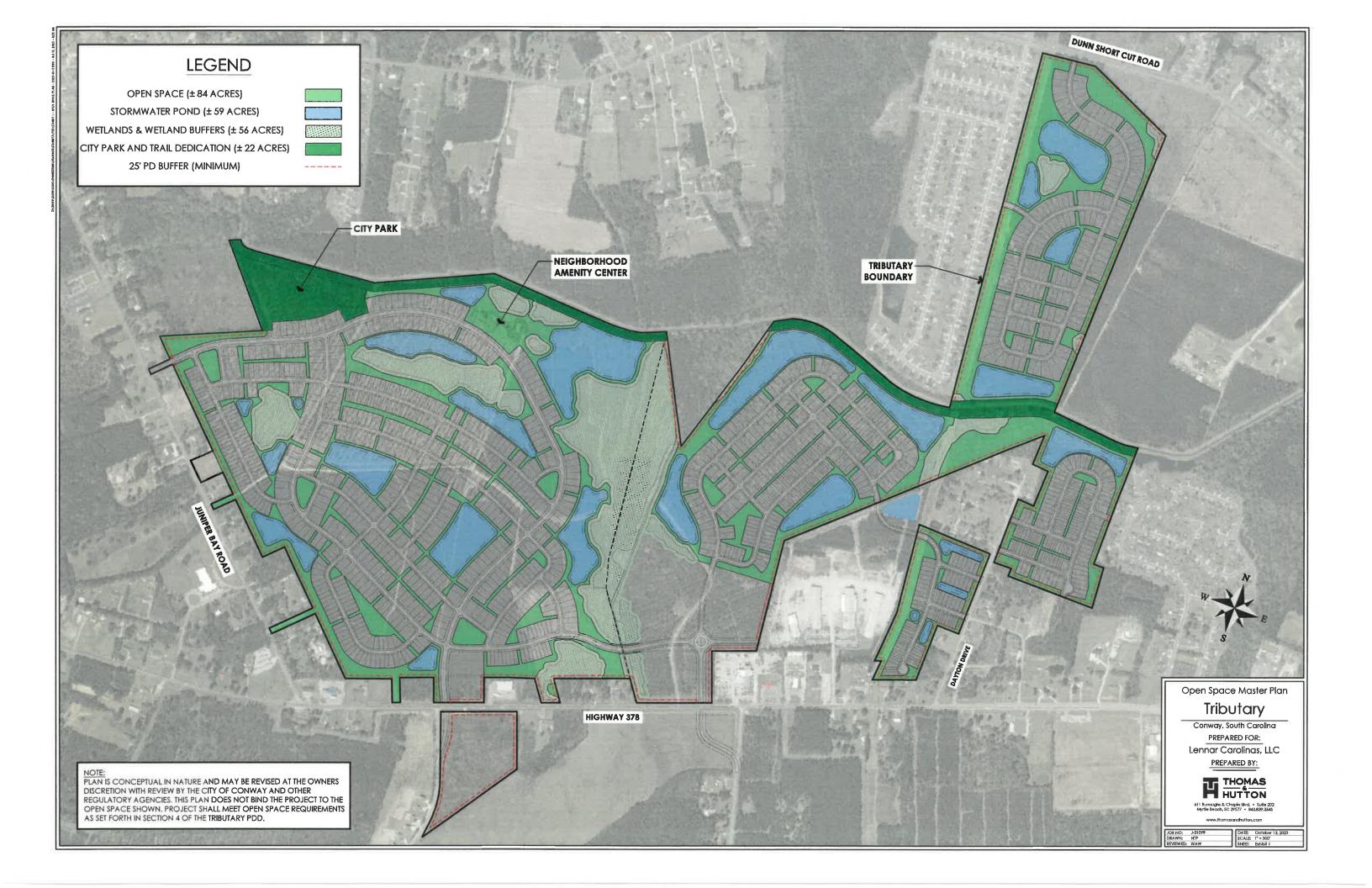


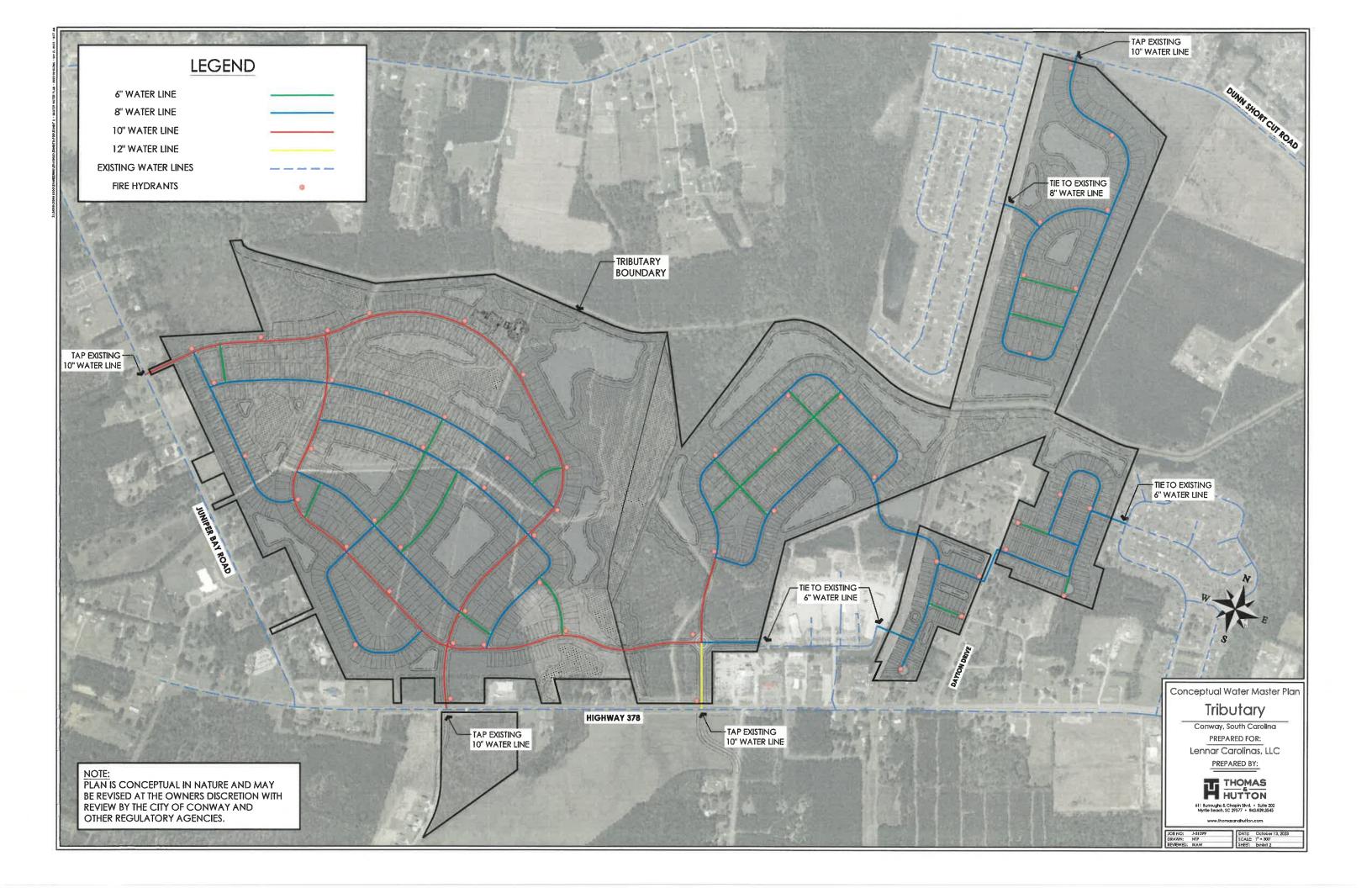
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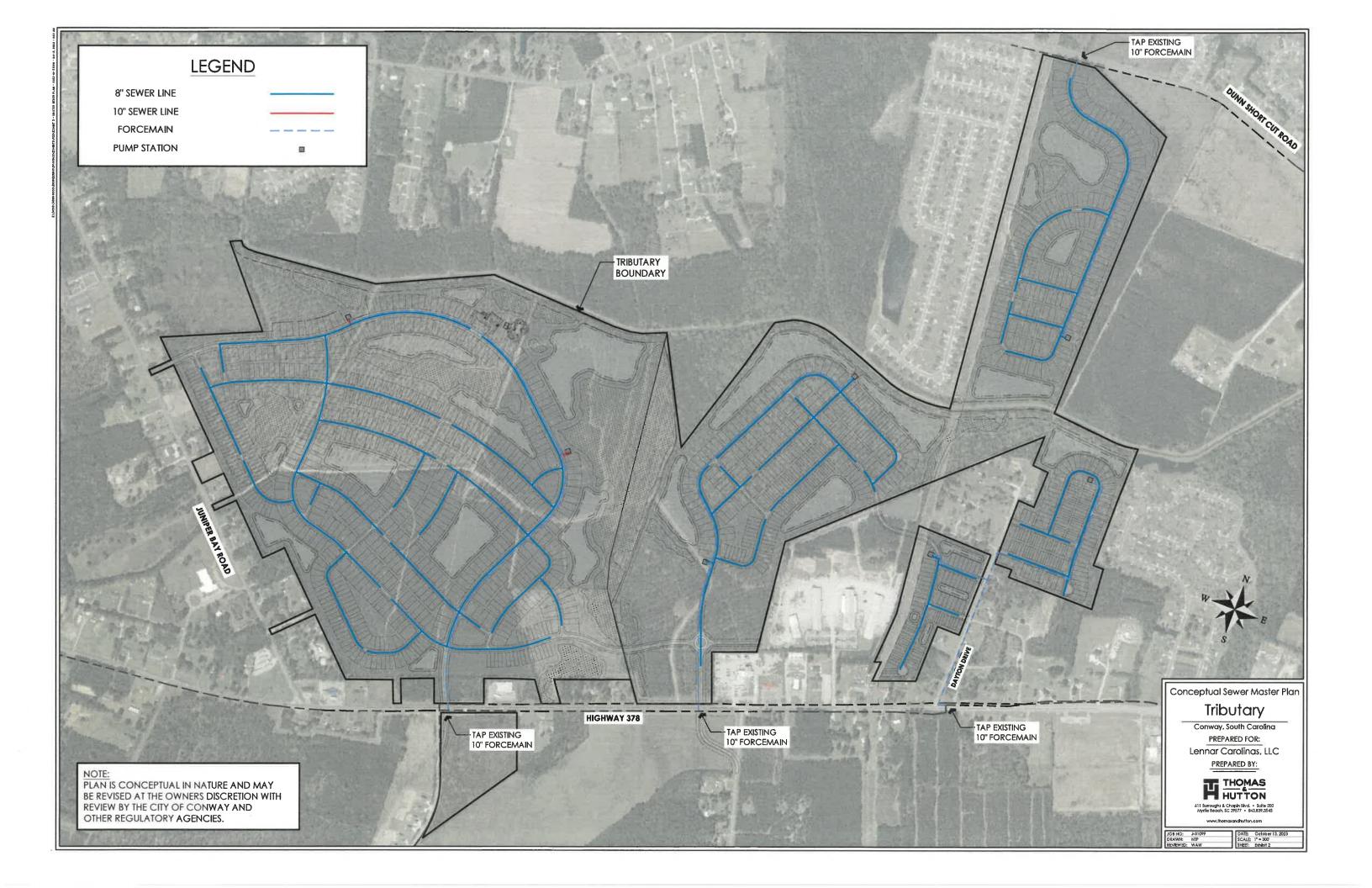
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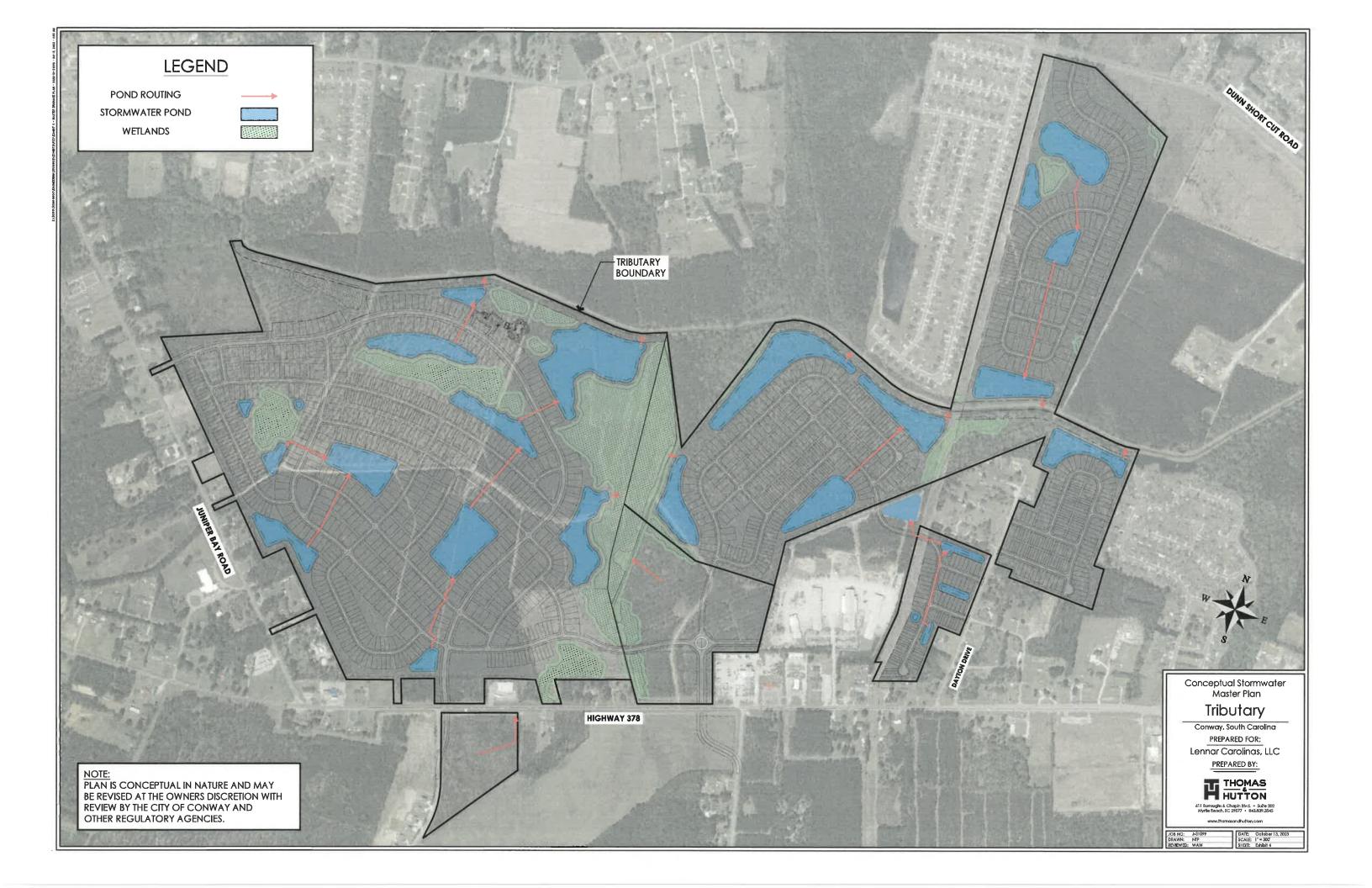
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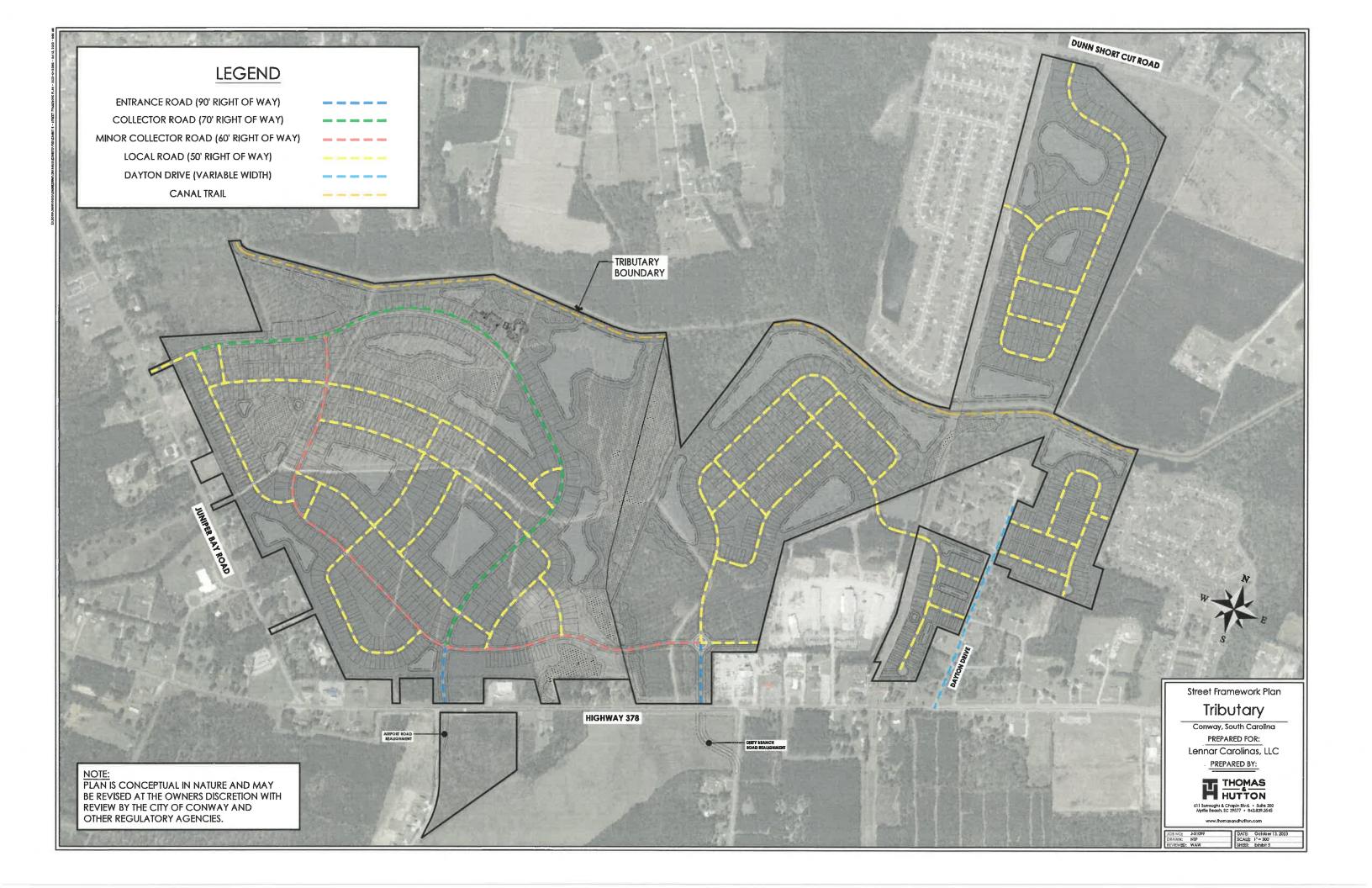
BUBBLEPLAN

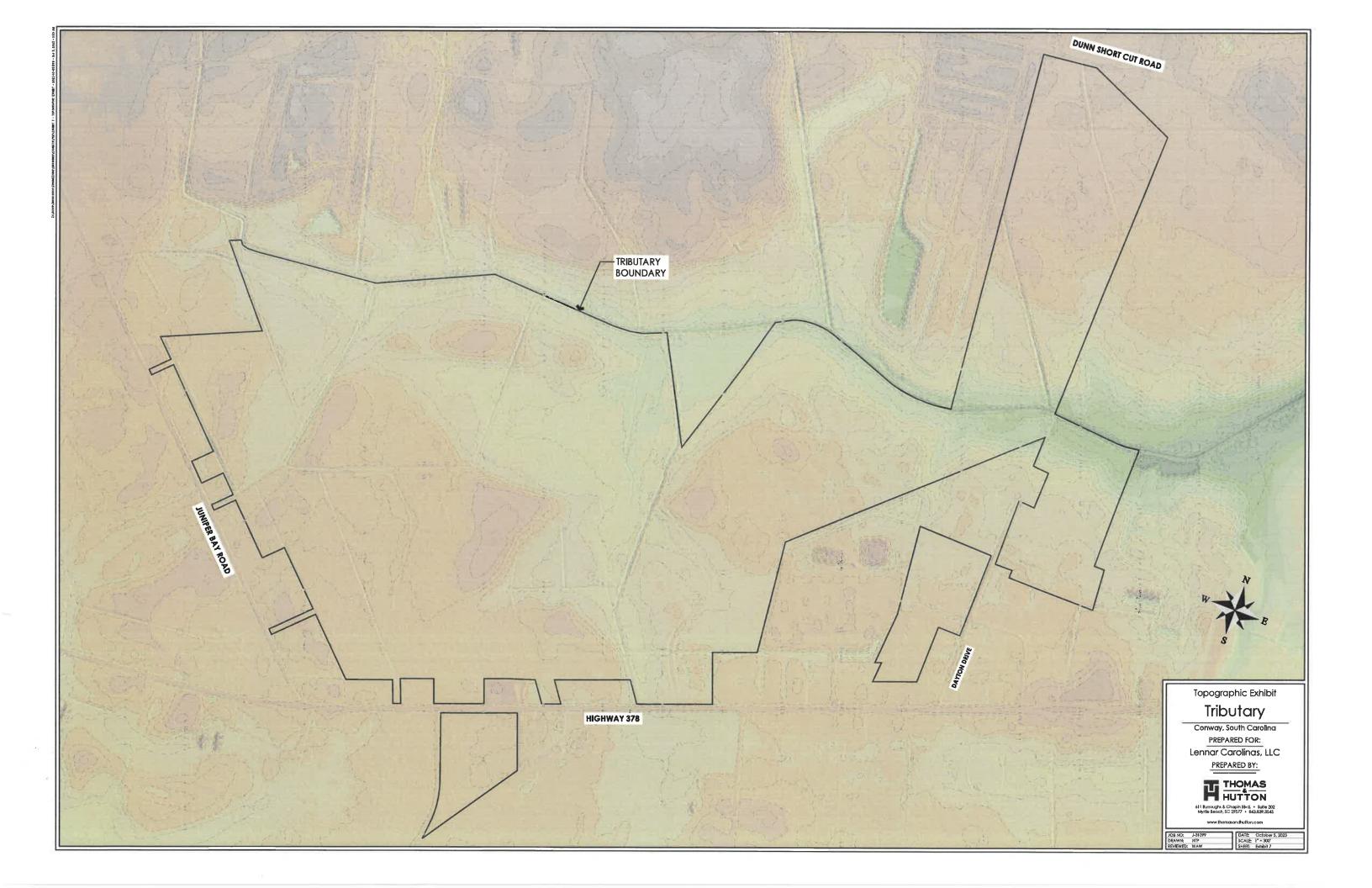












# **Tributary PD**

# Traffic Impact Analysis (TIA)

Executive Summary, Summary of Recommendations, and relevant TIA maps



# **TRIBUTARY**

2023	Project No:	DRAFT
August	171002923	DIVII I

PREPARED FOR:

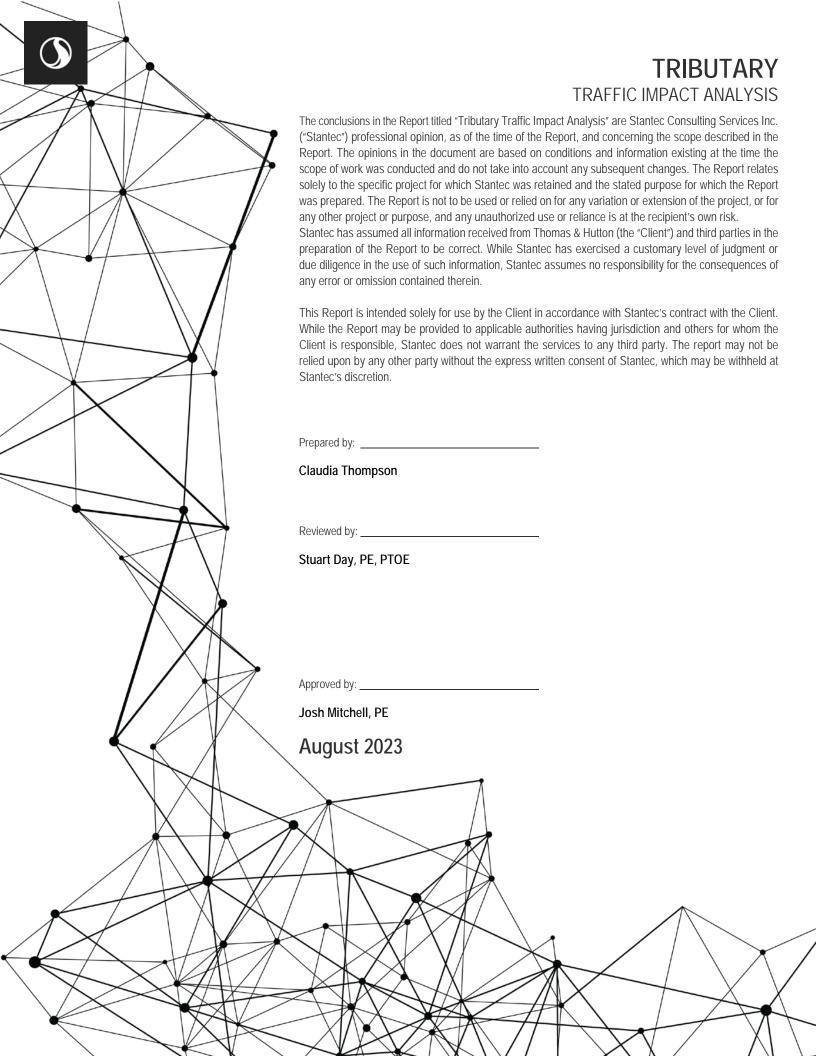
**THOMAS & HUTTON** 

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

# TRAFFIC IMPACT ANALYSIS

ALONG US 378 IN CONWAY, SOUTH CAROLINA





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#### **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).

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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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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.

THOMAS & HUTTON iii

Table E.1 - Proposed Improvements

Intersection		Proposed Improvement		
		Phase 1 - 2028	Phase 2 - 2033	
1	US 378 & Juniper Bay Road	<ul> <li>Install an exclusive EB left-turn lane along US 378.</li> <li>Install an exclusive WB right-turn lane along US 378.</li> </ul>	-	
2	US 378 & Airport Road/Project DW #1	<ul> <li>Install a Signal when warranted.</li> <li>Install exclusive left-turn lanes on all approaches.</li> <li>Install an exclusive WB right-turn lane along US 378.</li> </ul>	-	
3	US 378 & Dirty Branch Road/ Project DW #2	-	<ul> <li>Install a Signal when warranted.</li> <li>Install exclusive left-turn lanes on all approaches.</li> <li>Install an exclusive WB right-turn lane along US 378.</li> </ul>	
4	US 378 & Commercial DW	-	<u>-</u>	
5	US 378 & Jerry Barnhill Boulevard	-	-	
6	US 378 & Dayton Drive	-	<ul> <li>Install an exclusive EB left-turn lane along US 378.</li> <li>Install an exclusive WB right-turn lane along US 378.</li> </ul>	
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.	

THOMAS & HUTTON iv

## 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:

#### 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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	<ul> <li>Install an exclusive EB left-turn lane along US 378.</li> <li>Install an exclusive WB right-turn lane along US 378.</li> </ul>	-	
2	US 378 & Airport Road/Project DW #1	<ul> <li>Install a Signal when warranted.</li> <li>Install exclusive left-turn lanes on all approaches.</li> <li>Install an exclusive WB right-turn lane along US 378.</li> </ul>	-	
3	US 378 & Dirty Branch Road/ Project DW #2	-	<ul> <li>Install a Signal when warranted.</li> <li>Install exclusive left-turn lanes on all approaches.</li> <li>Install an exclusive WB right-turn lane along US 378.</li> </ul>	
4	US 378 & Commercial DW	-	-	
5	US 378 & Jerry Barnhill Boulevard	-	-	
6	US 378 & Dayton Drive	-	<ul> <li>Install an exclusive EB left-turn lane along US 378.</li> <li>Install an exclusive WB right-turn lane along US 378.</li> </ul>	
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.	

Exhibit 1.2 – Tributary Site Plan

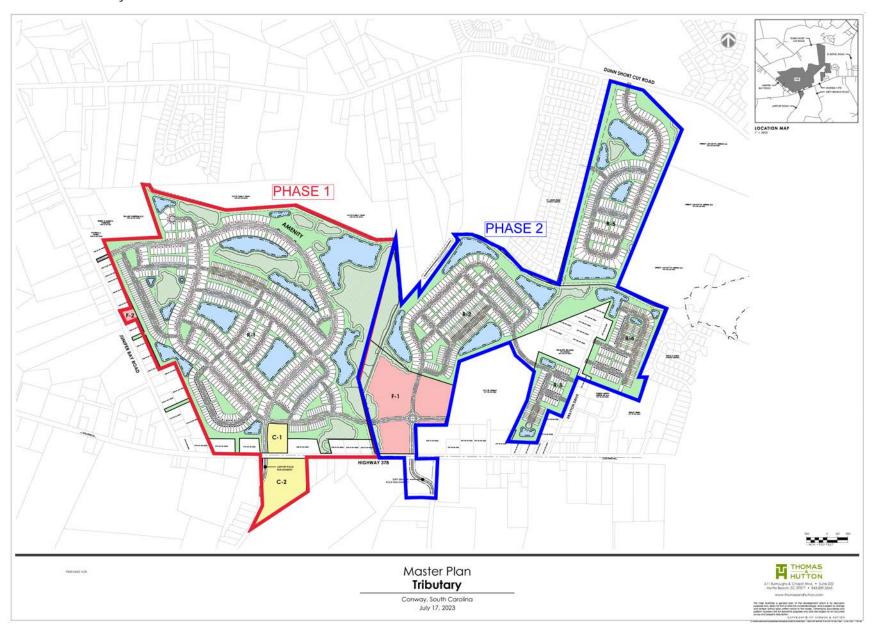
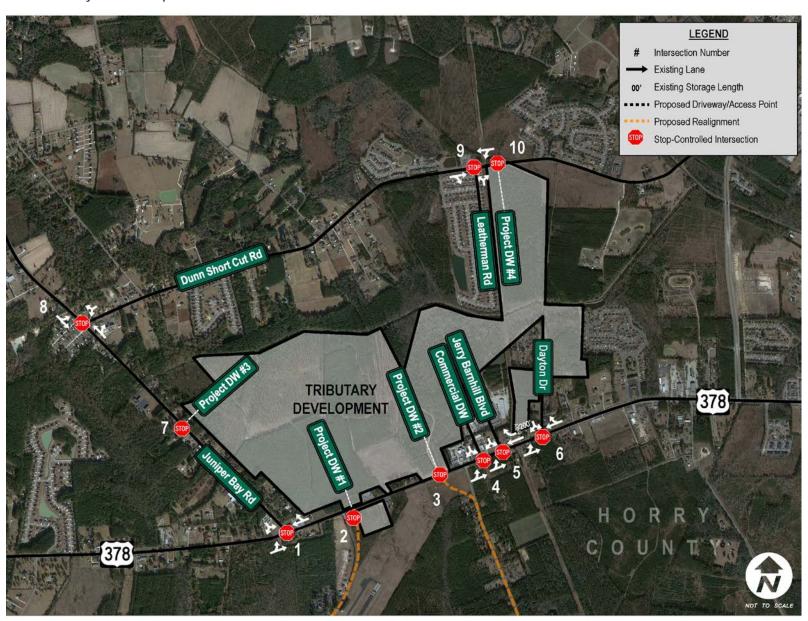


Exhibit 1.1 – Tributary Location Map



STATE OF SOUTH CAROLINA	)	DEVELOPMENT AGREEMENT FOR	
COUNTY OF HORRY	)	TRIBUTARY	
THIS DEVELOPMENT A	GREEMENT	("Agreement") is made and entered this	day
of, 2023, by and	between LEN	NAR CAROLINAS, LLC, a Delaware lim	ited

### WITNESSETH:

South Carolina ("City").

liability company, its affiliates, subsidiaries, successors and assigns ("Developer"), and the governmental authority of the CITY OF CONWAY, a body politic under the laws of the State of

**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, Beverly June Williams, an individual and resident of the State of South Carolina, Kimberly June Russell, an individual and resident of the State of South Carolina, Peggy Jones, an individual and resident of the State of South Carolina, and Highway 378 Land Holdings LLC, a South Carolina limited liability company (collectively referred to herein as the "Owner") are the legal owners of the Property (as hereinafter defined) and have given permission to Developer, pursuant to the terms of a valid and binding contract to purchase 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

WI	HEREAS, the City, at the request of the	e Developer, has a	annexed the real property	owned
by Owner,	, consisting of approximately 486.5 acr	es, more or less,	as more particularly sho	wn and
depicted or	n Exhibit "B" attached hereto (the "P	roperty"), and sin	nultaneously approved u	nder an
amendmen	nt to the zoning ordinances of the City to	create the Tributa	ry Planned Development	(" <b>PD</b> ")
under the o	ordinances of the City of Conway, toget	her with this Agre	eement, on or about the	day
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, Owner 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, Owner 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 <u>Exhibit</u> "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 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 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.
- "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 <u>Exhibit</u> "B" attached hereto.
- "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 <u>Exhibit "F"</u>, 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 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 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) Conveyance of Property. In accordance with the Act, the burdens of this Agreement shall be binding on, and the benefits of this Agreement shall inure to, all successors in interest and assigns of all parties hereto, except for Excluded Property, as such term is defined below. For the purposes of this Agreement, "Excluded Property" means property that is conveyed by the Developer to a third party and is: (i) a single-family residential lot for which a certificate of occupancy has been issued; (ii) a parcel for which certificates of occupancy have been issued and on which no additional residential structures can be built under local ordinances governing land development; (iii) any other type of lot for which a certificate of occupancy has been issued and which cannot be further subdivided into one or more unimproved lots or parcels under local ordinances governing land development; or (iv) a single-family residential lot which has been subdivided and platted and is not capable of further subdivision without the granting of a variance. Excluded Property shall at all times be subject to the Code of Ordinances of the City, and those incorporated in this Agreement. The conveyance by a Developer of Excluded Property shall not excuse that Developer from its obligation to provide infrastructure improvements within such Excluded Property in accordance with this Agreement.
- Assignment of Development Rights and Obligations. The Developer, or (B) 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.

- **DEVELOPMENT SCHEDULE**. The Property shall be developed in accordance with the 8. 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. <u>INFRASTRUCTURE AND SERVICES</u>. 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) **Fire Services**. The City shall provide fire services to the Property on the same basis as is provided to other residents and businesses within the City, which services may be provided by way of a mutual services agreement with Horry County, if the City is unable to provide such services directly.
- (F) <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) No Required Donations for Civic Purposes. 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) Ponds and Lakes. 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) Flood Damage Prevention. 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. <u>ADDITIONAL FEES, OBLIGATIONS AND PUBLIC BENEFITS</u>. 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 <u>Exhibit "C"</u>, 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) <u>Public Safety Enhancement Fee</u>. 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) <u>Parks and Recreation Enhancement Fee</u>. 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) <u>Planning and Development Service Enhancement Fee</u>. 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 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) <u>Conveyance of Property for Public Park</u>. Immediately prior to the issuance of the first building permit for the Project, Developer shall convey to the City that portion of the Property designated as "INSERT" on the attached **Exhibit D**.
- (J) <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. <u>PURPOSE AND PUBLIC BENEFITS</u>. 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 <u>Exhibit C</u> (the "<u>Roadway & Related Public Benefit Improvements</u>"). 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. **DEFAULTS**. Notwithstanding the provisions of Section 5 above, Developer shall continuously and diligently proceed with Development Work on the Property. Developer's failure to proceed with Development Work on the Property for a period of more than Six (6) months, other than as a result of Force Majeure, as defined in Section 8 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:

	City of Conway
	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

## 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.
- 24. DESCRIPTION OF LOCAL DEVELOPMENT PERMITS NEEDED. 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:	
	Ву:
Name:	Name:
	Title:
Name:	
STATE OF SOUTH CAROLINA	) ACKNOWLEDGMENT
COUNTY OF HORRY	
I,, a Notary of the CITY OF CON acknowledged the due execution of the for	y Public, do hereby certify that, as NWAY personally appeared before me this day and regoing 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.

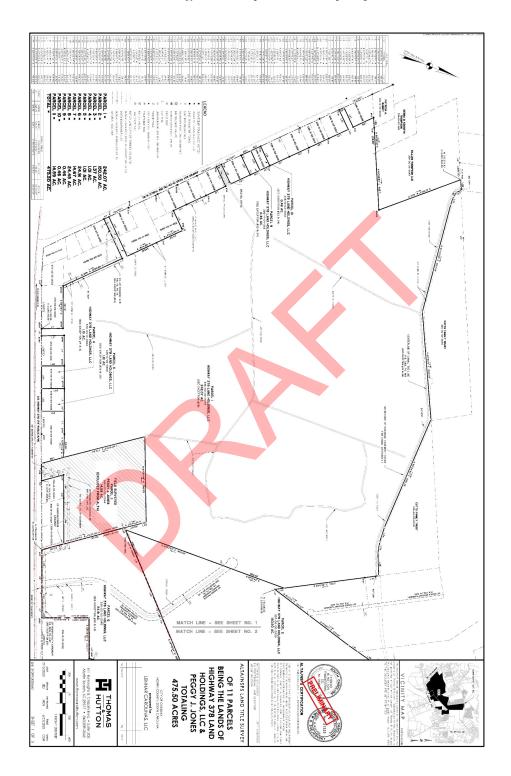
	LENNAR CAROLINAS, LLC, a Delaware limited liability company
Witnesses:	, , ,
	By:
Name:	Name:
	Title:
Name:	
STATE OF	ACKNOWLEDGMENT
COUNTY OF	CALLO IVEDE GIALLIA
as, a Notary P	ublic, do hereby certify that ppeared before me this day and acknowledged the
due execution of the foregoing instrument.	
Witness my hand and seal this day	y of, 2023.
Notary Public Signature	Notary Public Printed Name
Notary Public for	
My Commission Expires:	-
(Seal)	

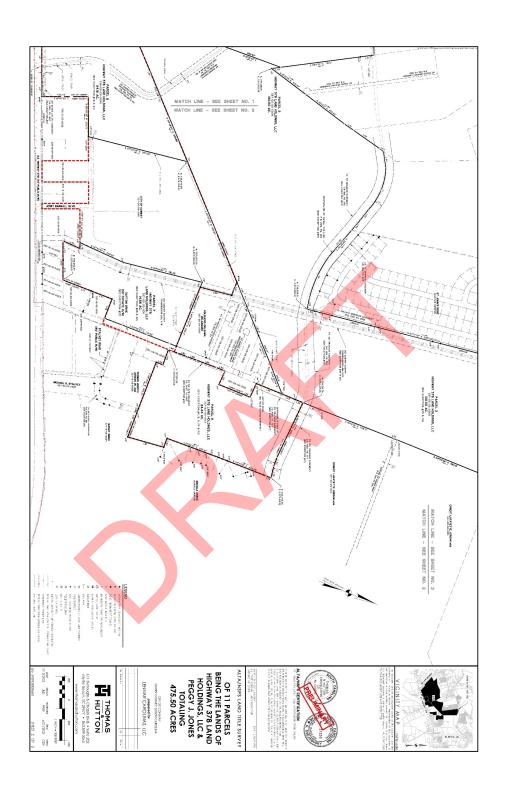
# **EXHIBIT "A"**

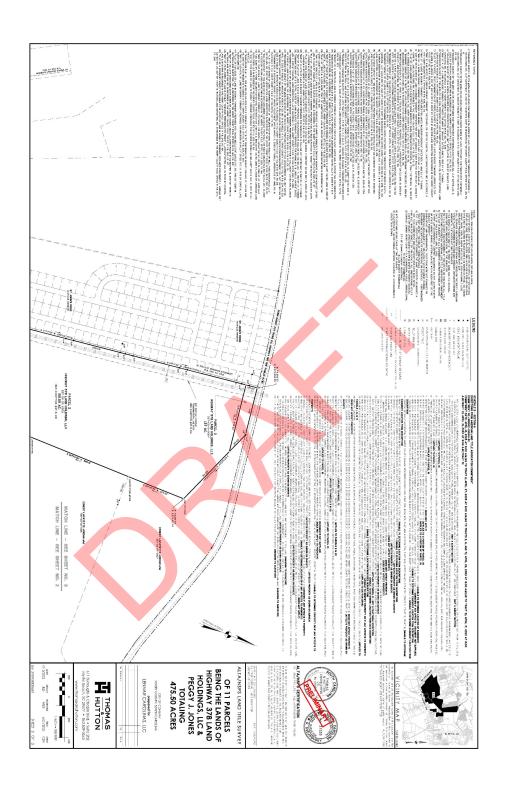
South Carolina Local Government Development Agreement Act as Codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended



EXHIBIT "B" Legal Description of Property







TITLE TO REAL ESTATE BY A CORPORATION	Transfer No.				
	Number of Acres				
HORRY COUNTY	Plat Book Page				
1969 MAR 12 AM 10 00	Tract				
The State of South Carolina,	Audited and entries made by				
COUNTY OF HORRY CLERA OF COURT	Secretary				
KNOW ALL MEN BY THESE PRESENTS, That BURROUGHS & COLLINS COMPANY, a Corporation organized					
under the General Laws of the State of South Carolina hav					
said County and in the State aforesaid, in consideration of the sum of (\$34,500.00)					
Thirty-four thousand five hundred and no/100 Bollars,					
to it in hand paid at and before the sealing of these presents by Garland F. Williams, Jr.					
in the State aforesaid, (the receipt when	reof is hereby acknowledged), has granted,				
bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Garland F. Williams, Jr., his heirs and assigns forever:					
ALL AND SINGULAR, That certain piece, parcel or tract of land lying and being in Conway Township, County and State aforesaid and containing 21.5 acres more or less as shown on map by J. F. Thomas, R. L. S., dated February 18, 1969. Bounded and described on the said map as follows:					
BEGINNING at Concrete Monument #1436 located on	the southern margin of U. S. High-				

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 Pp. Page 1760lerk 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 P. 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 Burroughs & 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 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

Sec

H. B. Burroughs

President and

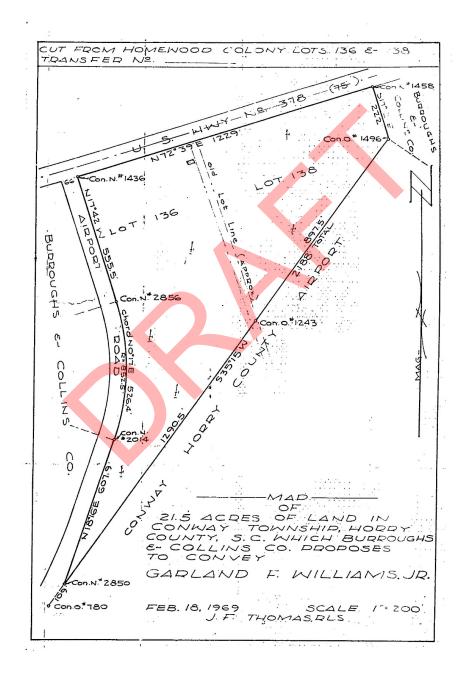
Henry B. Burroughs, Jr. Secty Kreasurer

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 with R. W. McCracken, Jr.

witnessed the execution thereof.

Sworn to before me this

Notary Public for S. C.



486.

R. C. Torba

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

R. G. HORTON Clerk of Court

SUIT LABOUR SUIT L

day of day of Horry County, S. C. Auditor Horry County Register Mesne Conveyance D. 1969. State of South Carolina, 19. Burroughs & Collins Co. 19 Title to Real Estate COUNTY OF HORRY Barland F. Williams, Jr. CORPORATION P.O.Box 344 Conway, S. C. 29526 10and Recorded Vol. Recorded this Filed this. Charged . in Book. Fee Fee

WALKER, ETAMS & COSSWELL CO., CHARLESTON, S. C.

2)

R. G. HORTON CLERK OF COURT

1969 MAR IS AM 10 00

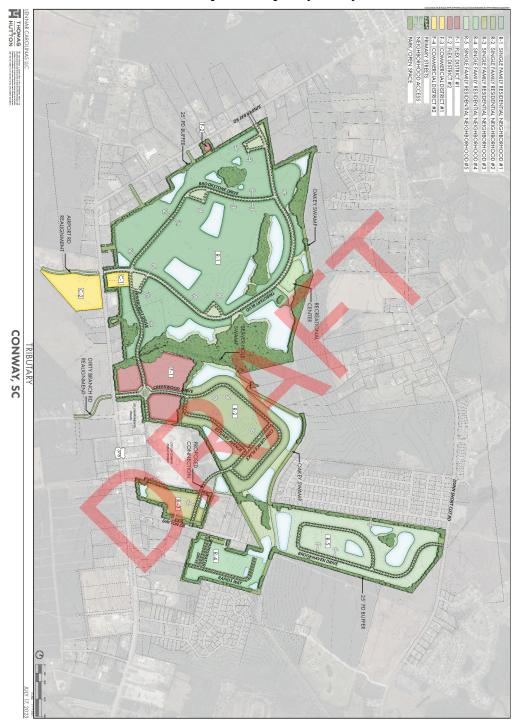
FILED HORRY COUNTY

# 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.)

<b>YEARS</b>	<b>PHASES</b>
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: <a href="https://www.cityofconway.com/departments/administration\_new/ordinances.php">https://www.cityofconway.com/departments/administration\_new/ordinances.php</a>
    - 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: <a href="https://www.horrycountysc.gov/departments/stormwater/engineers/resources-tools/ordinances-manuals-and-reports/">https://www.horrycountysc.gov/departments/stormwater/engineers/resources-tools/ordinances-manuals-and-reports/</a>
    - Direct Link: <a href="https://www.horrycountysc.gov/media/4wqkxbxg/horry-county-sw-design-manual-enacted-jul-2017.pdf">https://www.horrycountysc.gov/media/4wqkxbxg/horry-county-sw-design-manual-enacted-jul-2017.pdf</a>



# Public Input Received regarding the request (Tributary PD annexation and rezoning)

From: I WW

To: Anne Bessant; Sherif A

Subject: We received a letter from Conway, south carolina planning and developemnt 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 # 3360000017

(57 acres owned by AG irrevocable trust)

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

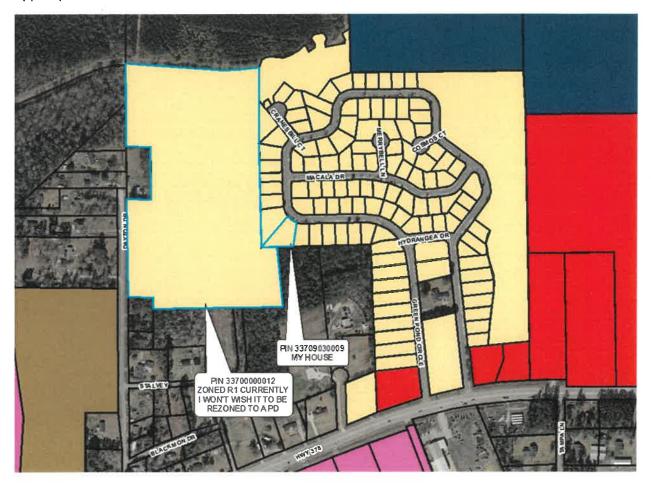
Alternatively, if the plan is to annex and we have the ability to put it back to agricultural zoning until we are ready to develop, then we would like to keep it agricultural for now

So please advise plan. See attachment Sarah george 714 809 3517



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:
 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 14<sup>th</sup> 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

# **Text Amendments**

DATE: November 2, 2023 AGENDA ITEM: V.D.1.

#### **ISSUE:**

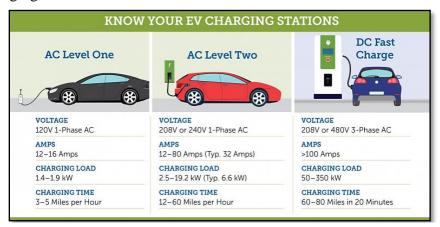
Proposed amendment to Article 2 – Definitions and Article 5 – Specific Use Regulations, of the City of Conway Unified Development Ordinance (UDO), regarding the requirements for Electric Vehicle Charging Stations (EVCS) and associated equipment.

#### **BACKGROUND:**

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.

Included in the packet is additional information regarding electric vehicle charging stations (EVCS) and the different levels associated with EVCS. Below is a graphic summarizing a few of the main differences between each charging level:



Source: Carolina Country

 $\underline{https://www.carolinacountry.com/your-energy/energytech/know-charging-options-to-keep-your-ev-rolling}$ 

The City of Myrtle Beach adopted an amendment to their code in February of this year to address EVCS's (Ord. 2023-4). Per their 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.

#### **RECOMMENDATION:**

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

#### **Article 2. Definitions**

#### Section 2.2 - Definitions

#### 2.2.1 General Definitions

**Electric Vehicle Charging Station (EVCS).** A space or spaces (or "A device or station") that provides power to charge the batteries of an electric-powered vehicle (EV) or a plug-in hybrid electric vehicle (PHEV) through the use of an electric vehicle charger and/or electric vehicle service equipment (EVSE). There are 3 levels of EV charging:

- **Level 1 charging** operates on a fifteen (15) to twenty (20) amp breaker on a one hundred twenty (120) volt AC circuit.
- **Level 2 charging** operates on a forty (40) to one hundred (100) amp breaker on a two hundred eight (208) or two hundred forty (240) volt AC circuit.
- Level 3 charging, or Direct-current fast charging (DCFC) operates on a sixty (60) amp or higher breaker on a four hundred eighty (480) volt or higher three phase circuit with special grounding equipment. DCFC stations can also be referred to as rapid charging stations that are typically characterized by industrial grade electrical outlets that allow for faster recharging of electric vehicles.

#### **Article 5. Specific Use Regulations**

#### Section 5.1 – Conditional Uses

#### 5.1.36 Electric Vehicle Charging Stations (EVCS)

The purpose of this Section is to promote and encourage the use of electric vehicles by requiring the safe and efficient installation of electric vehicle charging stations (EVCS) with associated supply/service equipment through regulations and other standards contained herein; subject to the following:

- A. Level 1 and Level 2 chargers and/or charging stations are permitted as an accessory to any use in all zoning districts.
- B. Level 3 chargers, or Direct-Current Fast Chargers (DCFC) and/or stations are permitted as an accessory use in zoning districts that permit a gas/service station as a principal use (NC, HC, CC, LI, HI), provided that the property is not located within a CAB review district, in which case, Level 3 chargers are prohibited, regardless of zoning.

Where installation of Level 3 chargers/charging stations are permitted, the following conditions apply:

- 1. Charging spaces / stations shall comply with ADA general accessibility requirements.
- 2. All chargers/charging stations and related service equipment shall meet a minimum 10-ft setback from all property lines and shall not be located within any sight triangles.
- 3. All service equipment associated with electric vehicle charging stations must be properly screened, in accordance with the standards set forth in Article 6.
- 4. Such charging spaces and/or stations shall be subject to site plan review and approval by the Planning Dept. and / or Construction Services (Building) Dept. All applicable zoning permits and/or building permits must be obtained prior to installation.
- 5. All conditions of prior approvals for the existing site and/or structure shall continue to be met.
- 6. Charging stations shall be compliant with all applicable building codes, fire codes, and all other applicable local, state, and federal laws regarding electric vehicle charging stations.



# Complete Breakdown of the Three Levels of Electric Car Charging



Ryan Meffert · EV Charging 02/09/2021 · 8 minute read

Refueling a gas or diesel-powered car is relatively straightforward. You pull up to any gas station, insert a credit/debit card, select one of four fuel blends, and insert the gas pump into the tank. The entire process takes a matter of a few minutes and you're quickly off on your way.

This process is so familiar that you could probably do this in your sleep (though we determined trying this...). With over 100 years in development, gas stations are at nearly every corner or highway stop. The infrastructure is so extensive, you can drive anywhere in the U.S. at a moment's notice.

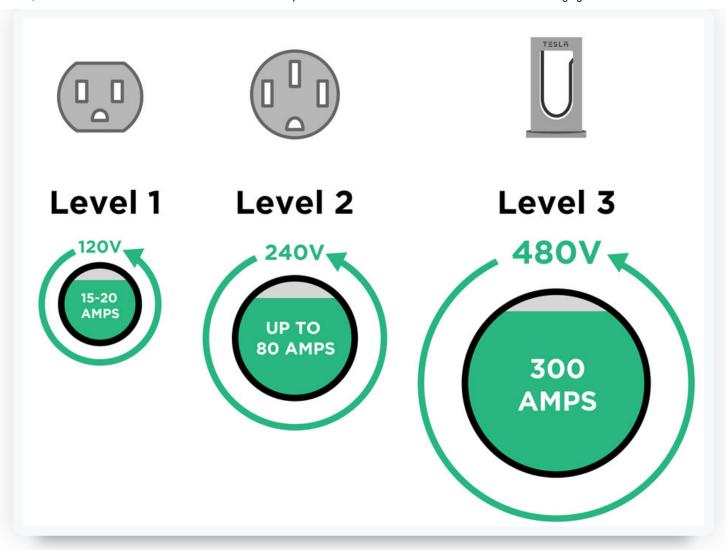
Quite soon, all of this is about to change. Through breakthroughs in battery and electric motor technology, electric cars are just now breaking into the mainstream. While electric vehicles (EVs) cost less to operate and pollute a whole lot less than gas or diesel cars, they are (at first) a bit more complicated to charge than refueling gas. Electric cars are also convenient because you can wake up in the morning with the full charge you need by charging at home. This has been made even easier with the NeoCharge Smart Splitter by sharing your 240V outlet at home to save money on expensive installations.



# The Three Levels of Electric Car Charging

Charging an electric car, however, is a much different experience than refueling a gas or diesel vehicle. Instead of a few minutes, charging an EV can take anywhere from 30 minutes to over 30 hours. This is because there are actually three levels of electric car charging. Each level of charging is defined by the amount of voltage, which directly correlates to the speed or quickness of the charging session. Level 1 (120V) is the slowest, followed by Level 2 (240V), and finally Level 3 (400+V).





All three levels of charging an electric vehicle / Plugless Power

Of course, over 30 hours to charge an EV may sound incredibly inconvenient. However, the key differences between the three levels of electric car charging gives each level a reasonable time and place. Most importantly, no matter which of the three levels of electric car charging, by the end of this article you may find it actually more convenient than refueling gas.

Let's get started!

# **Level 1 EV Charging**

#### **Fast Facts:**

Location: Residential

Voltage: 120V

• Charging Rate: 4 miles/hour

Charging Duration: 30+ hours

The first of the three levels of EV charging is via a regular household outlet, 120 Volts (V), and an Electric Vehicle Supply Equipment (EVSE for short but more commonly known as the "charger"). The EVSE is really just a fancy extension outlet as the actual charger is located onboard the vehicle.

Level 1 utilizes a 120V outlet, which is the standard residential outlet for nearly all of your everyday devices such as refrigerators, TVs, or even your phone. This level of EV charging is only found at residential locations. In fact, Level 1 charging is routinely known as "trickle charging" due to its slow speed.

A typical EV can recharge around 4 miles of range per hour with Level 1 charging.

Since the vast majority of charging is done at home, overnight. This makes Level 1 charging a formidable option for drivers. Overnight, Level 1 charging provides around 50 miles of range. With most American's commutes being less than 50 miles, Level 1 charging, despite how apparently slow, is sometimes a good option.

To fully recharge an all-electric car, it can take over 30 hours on Level 1. Yes, that is quite a while. That being said, Level 1 charging is the slowest speed and for residential locations, there is a faster solution. More on that next.

## **Level 2 of EV Charging**

#### **Fast Facts**

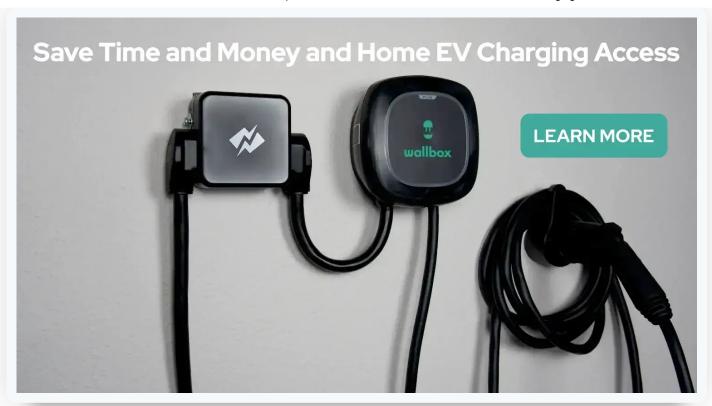
Location: Residential, Commercial

Voltage: 240V

• Charging Rate: 12-30 miles/hour

• Charging Duration: 8-12 hours

Level 2 charging is the next level in the EV charging world. In fact, some would even argue that it is the best option for charging at home. Level 2 charging can be found at both residential and public charging stations.



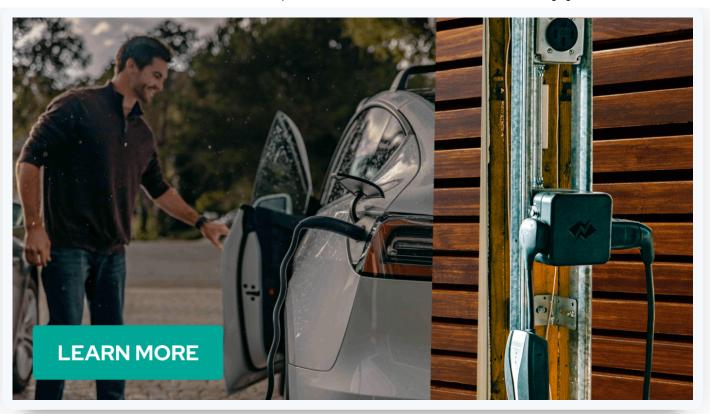
In residential applications, Level 2 charging utilizes a 240V outlet. This makes it much quicker than Level 1. With double the voltage, a 240V outlet is typically used with high-powered appliances such as an electric dryer, water heater, or range.

Level 2 charging provides around 12-30 miles of range per hour. To fully recharge an allelectric car will take around 6-12 hours depending on the battery size.

Like Level 1, Level 2 charging is best used overnight. Since electricity rates are cheaper overnight and since you sleep at night, Level 2 charging is really convenient for your wallet and your time! Charging your car at home is like having a gas station at your house--think of all the time you would save. Plus, every day you wake up the EV is charged to 100% leaving you free of any range anxiety.

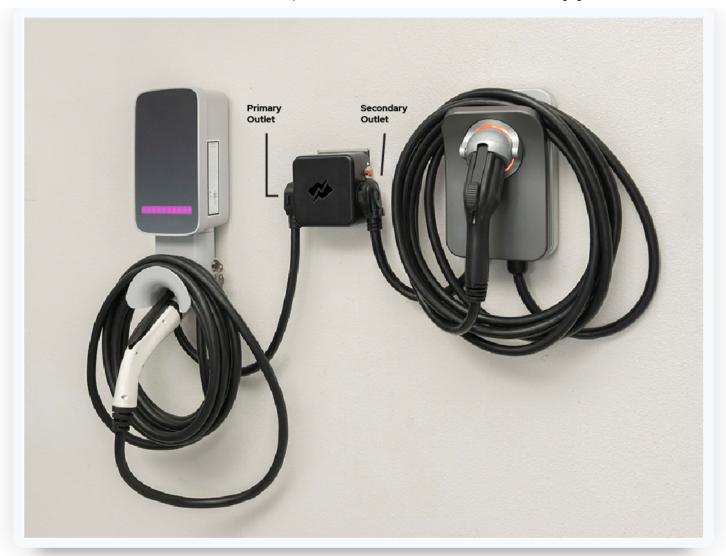
To charge on Level 2, not only will you need a 240V outlet, but also a separately purchased charger. The one that comes with the car is almost exclusively only for Level 1. A Level 2 charger costs around \$300 to \$700.

Unfortunately, most garages do not frequently have a spare 240V outlet, unlike the Level 1 120V outlet. Therefore, an electrician is needed to install the new, dedicated 240V outlet. In some events, the electrical panel may need to be upgraded. All of this can cost upwards of \$2,500 for a panel upgrade.



Fear not! <u>NeoCharge</u> has a Level 2 charging solution for you! If there is a 240V outlet in the garage that is currently occupied by another appliance like the dryer, you can simply plug in the <u>Smart Splitter</u> to unlock two 240V outlets from one. The Smart Splitter was created to automatically switch power to the device in need and, most importantly, can save you hundreds, if not, thousands of dollars from unnecessary electrical work.





Two EV chargers powered with one 240V NEMA 14-50 outlet via the NeoCharge Smart Splitter

Learn more about the Smart Splitter to see how you can save on your home EV charging project.

# **Level 3 of EV Charging**

The last of the three levels of electric car charging is Level 3. More commonly known as DC Fast Charging, DC Fast Charging utilizes over 480V. Great Scott!





#### DC Fast Charging Stations / Tritium

Due to the high power, DC Fast Charging is only found at commercial charging stations. Additionally, there is no EVSE with DC Fast Charging stations as the station itself is the charger. This is because Level 3 charging utilizes DC power whereas Level 1 and Level 2 utilizes AC power. The on-board charger discussed earlier is only for AC power.

DC Fast Charging consists of charging networks, just like gas stations. Rather than Shell or Chevron, there is <u>Electrify America</u> and <u>EVgo</u>. Through these networks, there are thousands of charging stations across the country.

As of 2021, there are over 40,000 stations. Even more, the charging infrastructure has developed to a point where it is possible to travel coast to coast! That is 3,000 miles of pollution-free travel!





BUY



measured in minutes rather than hours. However, the more common unit of measurement is time to charge the battery to 80%. With this metric, DC Fast Charging typically can recharge a car to 80% in around 30 minutes.

Why 80% and not 100% you ask? Well EV batteries, like all other batteries, don't necessarily like to be charged all the time to 100%. Therefore, manufacturers have designed the car to

throttle the charging speed beyond 80% to ensure battery performance over the years.

All this being said, it is best to only charge to 80% while using a DC Fast Charging station. While charging on Level 1 or Level 2, feel free to charge to 100%.

During the quick 30 minute charge, EV drivers are able to grab a quick bite to eat or use the restroom. Since you can complete other tasks while the car charges, it is not time wasted waiting on the car as you do with gas. Once you complete your other activities, you can simply unplug and get back on the road again.

## **Level 3 Charging Fast Facts**

Location: Commercial

Voltage: 480+V

Charging Rate: 3-15 miles/minute

Charging Duration: 30 minutes to 80%

# Summary of the Three Levels of Electric Car Charging

Here is a summary of the three levels of electric car charging into a few bullet points:

- Level 1 (trickle charging) charging provides 4 miles per hour and can replenish the battery for reasonable commutes
- Level 2 charging can charge an EV at home or at a public charging station
- Level 2 charging provides around 12-30 miles of range per hour
- The Smart Splitter is a great way to save hundreds of dollars on a Level 2 home charger installation
- When not charging at home, there are thousands of public charging stations to use
- DC Fast Charging (Level 3) is the quickest way to charge
- DC Fast Charging can charge an EV in 30 minutes

• After some experience, charging an EV becomes second nature (plus don't forget the fuel savings and no emissions!)

Charge on!

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#### **Related Articles**



How Much Does It Cost to Install a Home EV Charging Station?

7 minute read



What You Should Know When Getting Your Second Tesla

5 minute read





■ An official website of the United States government Here's how you know

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#### **Rural EV Toolkit Home**

#### **Electric Mobility Basics**

#### **Vehicle Types**

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# EV Infrastructure Planning for Rural Areas

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**Environmental Statutes** and **Executive Orders** 

**Glossary of Abbreviations** 

**Works Cited** 

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#### **Related Links**

DOE: Overview of EV
 Chargers

## **Charger Types and Speeds**

EVs can be charged using electric vehicle service equipment (EVSE) operating at different charging speeds.

## Level 1

Level 1 equipment provides charging through a common residential 120-volt (120V) AC outlet. Level 1 chargers can take 40-50+ hours to charge a BEV to 80 percent from empty and 5-6 hours for a PHEV.

## Level 2

Level 2 equipment offers higher-rate AC charging through 240V (in residential applications) or 208V (in commercial applications) electrical service, and is common for home, workplace, and public charging. Level 2 chargers can charge a BEV to 80 percent from empty in 4-10 hours and a PHEV in 1-2 hours.

# **Direct Current Fast Charging (DCFC)**

Direct current fast charging (DCFC) equipment offers rapid charging along heavy-traffic corridors at installed stations. DCFC equipment can charge a BEV to 80 percent in just 20 minutes to 1 hour. Most PHEVs currently on the market do not work with fast chargers.

Level 2 and DCFC equipment has been deployed at various public locations including, for example, at grocery stores, theaters, or coffee shops. When selecting a charger type, consider its voltages, resulting charging and vehicle dwell times, and estimated up-front and ongoing costs.

The figure below shows typical Level 2 and DCFC charging stations<sup>1</sup>.



Level 2 chargers (left) are common in home, workplace, and public settings and can charge a BEV from empty in 4-10 hours. Direct current fast chargers (right) are common as public chargers and along highway corridors and can charge a BEV to 80 percent in under an hour. (123RF and <u>Washington State Department of Transportation</u> photos)

#### **Related Documents**

 Rural EV Toolkit (PDF Version)

#### **Contact Us**

**ROUTES Initiative** 

# **EV Charging Minimum Standards Rule**

FHWA, with support from the Joint Office of Energy & Transportation, unveiled new national standards for federally funded EV chargers in February 2023. These new standards aim to ensure that charging is a predictable and reliable experience for EV drivers. This includes ensuring that drivers can easily find a charger, do not need multiple apps and/or accounts to charge, chargers work when drivers need them to, and are designed to be compatible in the future with forward-looking charging capabilities.

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Email: rural@dot.gov
Phone: 202-366-4544 
Business Hours:
8:30am-5:00pm ET, M-F

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay

services.

The rule establishes minimum technical standards for charging stations, including required number of charging ports, connector types, power level, availability, payment methods, uptime/reliability, EV charger infrastructure network connectivity, and interoperability, among other standards and requirements.

# **Overview of EV Chargers**

The below table summarizes the typical power output, charging time, and locations for PHEVs and BEVs for the different charger types. For more information on the power requirements of different chargers, see the <u>Utility Planning</u> section of the toolkit.

Overview of EV chargers: power output, plug type, and charge time for light-duty vehicles.

(Adapted from the <u>Alternative Fuels Data Center</u>)

Connector Type <sup>2</sup>	J1772 connector	J1772 connector	CCS connector  CHAdeMO connector  Tesla connector
Voltage <sup>3</sup>	120 V AC	208 - 240 V AC	400 V - 1000 V DC
Typical Power Output	1 kW	7 kW - 19 kW	50 - 350 kW
Estimated PHEV Charge Time from Empty <sup>4</sup>	5 - 6 hours	1 - 2 hours	N/A
Estimated BEV Charge Time from Empty <sup>5</sup>	40 - 50 hours	4 - 10 hours	20 minutes - 1 hour <sup>6</sup>
Estimated Electric Range per Hour of Charging	2 - 5 miles	10 - 20 miles	180 - 240 miles
Typical Locations	Home	Home, Workplace, and Public	Public

<sup>&</sup>lt;sup>1</sup>Note that charging speed is affected by many factors, including the charger manufacturer, condition, and age; air temperature; vehicle battery capacity; and vehicle age and condition..

<sup>2</sup> Different vehicles have different charge ports. For DCFC, the Combined Charging System (CCS) connector is based on an open international standard and is common on vehicles manufactured in North America and Europe; the CHArge de Move (CHAdeMO) connector is most common for Japanese manufactured vehicles. Tesla vehicles have a unique connector that works for all charging speeds, including at Tesla's "Supercharger" DCFC stations, while non-Tesla vehicles require adapters at these stations.

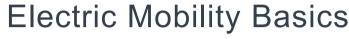
<sup>3</sup>AC = alternating current; DC = direct current.

<sup>4</sup>Assuming an 8-kWh battery; most plug-in hybrids do not work with fast chargers.

<sup>5</sup>Assuming a 60-kWh battery.

<sup>6</sup> To 80 percent charge. <u>Charging speed slows</u> as the battery gets closer to full to prevent damage to the battery. Therefore, it is more cost- and time-efficient for EV drivers to use direct current (DC) fast charging until the battery reaches 80 percent, and then continue on their trip. It can take about as long to charge the last 10 percent of an EV battery as the first 90 percent.

# **Also in This Section**



- <u>Vehicle Types</u>
  - Charger Types and Speeds
  - Electric Micromobility Basics
  - Electric Bus Basics

## **Next Section**

# Benefits and Implementation Challenges of Rural **EV** Electrification



- Benefits to Individuals
- Benefits to Communities
- Implementation Challenges and Evolving Solutions for Rural Communities
- Benefits and Implementation Challenges of Bus Electrification

Last updated: Thursday, June 22, 2023

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# Electric car charging is easier than you think

You can charge at home or on the road at public charging stations. The cost to charge an EV is the same as the standard residential electric rate, which varies, but is typically less than fuel costs.











Level 1: Standard Wall Outlet (120 Volt)

- Up to 5 miles of range per hour
- No installation required every EV will come with a standard Level 1 charger that you can drive home and plug into the wall
- Best used for overnight charging and low-mileage daily driving a good option for plug-in hybrid vehicles because of their smaller batteries
- J1772 connector or Tesla connector (comes with vehicle)





#### Level 2: 240-Volt Outlet (Dryer Plug)

- Average of 25 miles of range per hour
- Often found in public areas (rest areas, shopping centers, restaurants, etc.)
- Option to purchase and have it installed by a qualified electrician can be either hardwired or plugged into an existing 240-volt outlet (dryer plug)
- Best for quick charging can get a full charge from empty overnight (8-10 hours)
- J1772 connector or Tesla connector (comes with vehicle)



#### DC Fast Charging

- Fastest electric car charging option provides up to 250 miles of range per hour, depending on the car and charging equipment
- Can charge up to 80% typically in about 20 to 30 minutes
- Used to facilitate longer distance driving or road trips or for a quick recharge
- Most non-Tesla chargers have a CCS/SAE Combo connector
- · Tesla DC fast chargers will only work with Tesla vehicles

Buying a Charger

Skip to Content



- Depending on your needs, there are several charger types and levels available. Your car's battery size and your home's power level are two things to think about when purchasing a Level 2 home charger.
- Determine how fast you need the charger to be and your price range generally an additional 10 amps at 240 volts will yield around 10 miles of range per hour.
- You'll need to engage an electrician to ensure that you choose an at home charger that fits your home's power capabilities and has the infrastructure to support it.
- EV chargers need to be UL certified. It's important to ensure they are safe and have passed all the mandatory guidelines.
- Smart chargers have Wi-Fi connectivity. These chargers can be monitored and controlled by your smartphone or connected to your home assistant (Alexa, Google Home, etc.).

#### Fast Charger Connectors

All EVs except Tesla use the same J1772 connector for Level 2 charging. Tesla makes adapters that allow their vehicles to charge using J1772 and CHAdeMO connectors. Not all EVs have the option to use a DC fast charger, and sometimes it is available as an upgrade option.

Be sure to research your model.

#### CCS (SAE Combo)

is compatible with BMW®, Volkswagen and General Motors EVs.

#### CHAdeMO

is compatible with Nissan, Mitsubishi and some Kia®, EVs. Compatible with Tesla EVs if you have a Tesla CHAdeMO adapter.

#### Tesla Supercharger

is compatible with Tesla only.

# CITY OF CONWAY 2023 Planning Commission - 5:30 p.m.

Deadline @ 1pm	Meeting Date	
December 2, 2022	January 5, 2023	
January 6, 2023	February 2, 2023	
February 3, 2023	March 2, 2023	
March 3, 2023	April 6, 2023	
April 6, 2023	May 4, 2023	
May 5, 2023	June 1, 2023	
June 2, 2023	July 6, 2023	
June 30, 2023	August 3, 2023	
August 4, 2023	September 7, 2023	
September 1, 2023	October 5, 2023	
October 6, 2023	November 2, 2023	
November 3, 2023	December 7, 2023	
December 1, 2023	January 4, 2024	

Applications are not complete without requested information and fees paid

Public is allowed to voice opinions on the proposed changes; Planning Commission makes recommendation

December meeting was changed to be Tuesday, Dec. 5th; however, the tree lighting was scheduled for November 30th this year and the City's Christmas Party is on Dec. 5th, therefore, staff is requesting that PC move the date back to the original date of December 7th