

Regular Council Meeting  
March 10, 2020 – 6:00 p.m.  
Council Chambers, 1301 Second Ave., Conway, SC

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|--|--------------------------|
| A. Call to Order   | Johnny Gardner, Chairman |
| B. Invocation  | Mr. Bellamy              |
| C. Pledge of Allegiance                                    | Mr. Servant              |
| D. Public Input  |                          |
| E. Approval of Agenda Contents                             |                          |
| F. Approval of Minutes: Regular Meeting, February 18, 2020 |                          |
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**Ratification of passage of February 18, 2020 Consent Agenda, as amended, effective that date.**

**G. CONSENT AGENDA**

1. Third Reading – **Ordinance 12-2020** to amend Zoning Appendix B of the County Code pertaining to landscape buffer & tree preservation. (Favorable, I&R Comm)
2. Third Reading – **Ordinance 13-2020** to amend Zoning Appendix B of the County Code pertaining to signage requirements. (Favorable, I&R Comm)
3. Third Reading – **Ordinance 14-2020** to amend Zoning Appendix B of the County Code pertaining to general provisions for light and glare regarding exterior lighting. (Favorable, I&R Comm)
4. First Reading – **Ordinance 16-2020** approving & authorizing the county administrator to sell an approximate 2-acre parcel of undeveloped property located within the Cool Springs Industrial Park. (Favorable, Administration Comm)
5. First Reading – **Ordinance 17-2020** approving & authorizing the county administrator to sell an approximate 3.65-acre parcel of undeveloped property located within the Cool Springs Industrial Park. (Favorable, Administration Comm)
6. First Reading – **Ordinance 23-2020** amending the FY 2020 budget ordinance so as to recognize various revenue & expenditure in the waste management recycling fund. (Favorable, Administration Comm)
7. **Resolution R-17-2020** to award Horry County HOME Consortium funding. (Favorable, Administration Comm)
8. **Resolution R-18-2020** adopting the Horry County HOME Consortium Policies & Procedures Manual. (Favorable, Administration Comm)
9. **Resolution R-19-2020** granting historic designation to certain properties. (Favorable, I&R Comm)
10. **Resolution R-20-2020** to approval the submittal to GSATS for consideration of a transportation enhancement project for a multipurpose path along Little River Neck Road. (Favorable, I&R Comm)
11. Resolutions accepting dedication of the roads and drainage into the county maintenance system at the following locations: (Favorable, I&R Comm)
  - R-21-2020** Cypress Village Phase 2A
  - R-22-2020** Jessica Lakes East Phase 2
  - R-23-2020** Rowell's Court
  - R-24-2020** Freewoods Park
12. Approval of the following Community Benefit Funding Resolutions: (Favorable, Administration Comm)
  - CBF 10-2020** \$12,000 to Great Commission Christian Ministries for Bethesda Home for Single Mothers (Mr. Prince)
  - CBF 11-2020** \$3,500 to Myrtle Beach High School for Spring Break Softball Tournament in Orlando (Messrs. Howard/Loftus)
  - CBF 12-2020** \$2,200 to SC Archives & History for historical marker for military air crash site (Mr. Allen)
  - CBF 13-2020** \$1,000 to Freedom Readers for purchase of books for low-income children (Mr. Bellamy)
  - CBF 14-2020** \$1,096.75 to HC Board of Architectural Review for military air crash site marker (Mr. Allen)
  - CBF 15-2020** \$8,000 to Socastee Heritage Foundation for the annual Socastee Heritage Festival (Mr. Crawford)

**H. PRESENTATIONS / RESOLUTIONS**

- 13. Presentation of Safety and Risk Management Awards from SC Association of Counties. (Robert Benfield)
- 14. **Resolution R-25-2020** recognizing the 100<sup>th</sup> anniversary of the founding of St. Joseph's Missionary Baptist Church. (Mr. Bellamy)
- 15. **Community Benefit Resolution 26-19** approving an allocation of funds to Joshua Empowerment Foundation for a Let's Stop the Violence/Anti-Bullying event. (Unfavorable, Administration Comm) (Messrs. DiSabato/Crawford/Vaught)

**I. READING OF ORDINANCES**

- 16. Second Reading – **Ordinance 113-19** to approve the request of South Causeway Builders LLC to amend the official zoning maps. (Mr. Bellamy)
- 17. Second Reading and Public Hearing – **Ordinance 15-2020** expressing the intent of Horry County Council to declare Horry County as a sanctuary county for Second Amendment rights.

**J. MEMORIAL DEDICATIONS:**

**K. UPCOMING MEETINGS – Dates/times subject to change:**

Council <u>Meetings</u> Mar 10 & 24, 6pm	I&R <u>Committee</u> Apr 28, 9am	Public Safety <u>Committee</u> Mar 17, 9am	Administration <u>Committee</u> Apr 28, 2pm	Transportation/ <u>EDC Committee</u> Mar 17, 2pm
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- L. **EXECUTIVE SESSION:** Receipt of legal advice where the legal advice relates to a pending claim or other matters covered by the attorney-client privilege.

**ADJOURN**

**MINUTES**  
**HORRY COUNTY COUNCIL**  
**REGULAR MEETING**  
**County Council Chambers**  
**February 18, 2020**  
**6:00 p.m.**

**MEMBERS PRESENT:** Johnny Gardner, Chairman; Bill Howard; Gary Loftus; Danny Hardee; Johnny Vaught; Harold Worley; Orton Bellamy; Cam Crawford; Tyler Servant; Dennis DiSabato; and Paul Prince.

**MEMBERS ABSENT:** Al Allen.

**OTHERS PRESENT:** Pat Hartley; Steve Gosnell; Randy Webster; Arrigo Carotti; Barry Spivey; David Gilreath; David Schwerd; and Kelly Moore.

In accordance with the FOIA, notices of the meeting were provided to the press stating the time, date, and place of the meeting.

**CALL TO ORDER:** Chairman Gardner called the meeting to order at approximately 6:00 p.m.

**INVOCATION:** Mr. Vaught gave the invocation.

**PLEDGE:** Mr. Loftus led in the pledge.

Chairman Gardner announced that the Second Amendment Sanctuary item was not on the agenda for that night.

**PUBLIC INPUT:**

1. **Amelia Wood** spoke regarding rezoning Ord. 22-2020. She stated that her hope for the night was that they would pull this off the consent agenda and send it back to the planning commission so that the rules could be followed. She didn't think they could be followed if they moved it on that night. Some people in her community, Tilley Swamp, were still suffering from some of the effects of possible poor planning and some effects of what some builders had done, and from the actions of new homeowners in developments when they use the dirt from their swimming pools to fill in the easements that the county has. No matter how good the regulations were there was always going to be the need to watch out for what people were doing so when developments happen you had to make sure the developer goes through the proper channels and follows all the rules. They had really good guidelines to go by now and she hoped everyone went through the proper channels. She again asked that they pull it off the consent agenda and send it back to the planning commission.
2. **Thomas Gaines** spoke regarding gun safety in Harmony neighborhood. He referred to two recent articles that he had read about the discharge of firearms where the bullets had hit homes. One Councilman had stated that the county was aware of the issue. That he was not against guns but said they should not shoot towards a neighborhood and because the way the county law was his hands were tied. That they had tried to put some reasonableness into gun control ordinances without limiting anyone's Second Amendment rights but so far they had not had any luck with some members of Council. He thought they had some reasonable firearms laws in place and you had to assume that people had common sense to follow them. Perpetrators had demonstrated that they didn't have common sense. They had to work with the communities and the remark about his hands being tied was not accurate. Several months earlier there was a similar problem in a neighborhood and one Councilman recognized what the problem was and realized it was isolated to a certain area of the county and made a commitment to the rest of the Council that he was going to get involved, work with the county police, and resolve the issue. He encouraged all of them to get involved and work with the police if it happened in their area. They had a great agency and police chief. They needed to work on that other than making new laws. Part of the problem was new development. Somebody was making a ton of money on this development and the Horry County citizens were losing. The environment was being destroyed. Large tracts of land were being clear cut and they had flooding where they never had before. Council had committed a few years ago to building two outdoor shooting ranges and it had never happened. He had to go 33 miles one way to shoot at an outdoor range and to another county if he wanted to go hunting. The development was causing the natives to lose a lot.

3. **Randy Akers** spoke regarding Ord. 19-2020. He represented several residents on Wise Road and had a petition with him that people had signed in opposition to this request for several reasons which he then listed. They knew that the people that lived in the immediate vicinity of this had been notified of the rezoning but were not sure about the people that lived on Hwy 65. In the Imagine 2040 Plan this land was designated as rural communities and scenic and conservation. A 75 foot tall manufacturing building did not fit any of these. On behalf of everyone that had signed the petition, which he left with them, he asked that this item be removed from the agenda and struck down.

**APPROVAL OF AGENDA CONTENTS:** Chairman Gardner stated that there were five items that had not been to the planning commission yet and **he moved that the First Reading of Ordinances 18-2020, 20-2020, 21-2020 and 22-2020 be removed from the Consent Agenda and be sent back to the planning commission, seconded by Mr. Servant. The motion was unanimously passed. Mr. Bellamy moved to move the First Reading of Ordinance 19-2020 from the consent agenda and move it to Ordinances, seconded by Mr. Servant. The motion was unanimously passed. Mr. Servant moved to approve agenda contents as amended, seconded by Mr. Vaught. The motion was unanimously passed.**

**APPROVAL OF MINUTES:** Regular Meeting, February 4, 2020: **Mr. Servant moved to approve the Regular Meeting, January 21, 2020 meeting minutes, seconded by Mr. Vaught. The motion was unanimously passed.**

#### **PRESENTATIONS / RESOLUTIONS:**

**Resolution R-16-2020** in appreciation and recognition of Matt McGuire for his service to Horry County as a ham operator and president of the Grand Strand Amateur Radio Club. **Mr. Prince moved to approve, seconded by Mr. Bellamy.** Mr. Webster stated it was a pleasure to be able to recognize Mr. McGuire for his outstanding service as their amateur radio operator. He had overseen their entire operation of amateur radio communications since the mid-1990s and it was all volunteer. He had done exceptional work and had kept them up to date and where they needed to be. He was retiring and they wanted to recognize his outstanding work that he had done for the county. He then read the resolution and presented it to Mr. McGuire.

Mr. McGuire thanked the Council for the award. He accepted it mostly for the amateur radio operators who operated in the county throughout the state during emergencies and fulfilled their voluntary time. He thanked them and assured them that the amateur radio community would continue to support Horry County. He stated his thanks for having the opportunity of serving with the best emergency management operation in the southeastern United States.

Mr. Vaught stated that they had a great county and people like Mr. McGuire made it even better.

**The motion was unanimously passed.**

Mr. DiSabato called a point of order. He stated that they may have missed the approval of the minutes of the regular meeting of February 4, 2020 when they were making changes to the consent agenda. Chairman Gardner replied that they had approved them.

#### **READING OF ORDINANCES:**

Second Reading and Public Hearing – **Ordinance 12-2020** to amend Zoning Appendix B of the County Code pertaining to landscape buffer & tree preservation. **Mr. Crawford moved to approve, seconded by Mr. Vaught. There was no public input. The motion was unanimously passed.**

Second Reading and Public Hearing – **Ordinance 13-2020** to amend Zoning Appendix B of the County Code pertaining to signage requirements. **Mr. Howard moved to approve, seconded by Mr. Hardee. There was no public input. The motion was unanimously passed.**

Second Reading and Public Hearing – **Ordinance 14-2020** to amend Zoning Appendix B of the County Code pertaining to general provisions for light and glare regarding exterior lighting. **Mr. Bellamy moved to approve, seconded by Mr. Howard. There was no public input. The motion was unanimously passed.**

First Reading - **Ordinance 19-2020** to approve the request to amend the official zoning maps, Michael Prince, agent for Charles & Cecilia Snyder. **Mr. Bellamy moved to approve, seconded by Mr. DiSabato. The motion failed by a unanimous vote.**

**OLD / NEW BUSINESS:**

**ANNOUNCEMENTS:** None.

**MEMORIAL DEDICATION:** Elsie Collins Vaught; Clara Belle Hardee; Jimmy Johnson; and James Blakeney Jackson, Jr.

**UPCOMING MEETINGS:** Regular Council meetings – Mar 10 & 24, 6:00 p.m.; I & R Committee – Feb 25, 9:00 a.m.; Public Safety Committee – Mar 17, 9:00 a.m.; Transportation/Econ Dev Committee – Mar 17, 2:00 p.m.; and Administration Committee – Feb 25, 2:00 p.m.

Mr. Crawford asked Mr. Webster to give an update on the riverine flooding.

Mr. Webster stated that they did have another event slowly unfolding. They were continuing to watch what was unfolding. There were a lot of reasons why it was happening in terms of water coming from other areas of the state but the bottom line was it was happening again and they had people out in the community making sure everybody was as safe as they could be. Once again the Socastee area as well as other areas were being impacted like Bucksport and a few other places. He didn't anticipate it getting up to those record levels that they had seen recently but with the recent forecast numbers coming in for additional rainfall for Thursday night to Friday it would definitely prolong what was going on. He didn't know that it would make it any more severe. Their hearts were out to these people again and they wanted to make sure that they could do whatever they could to help. Immediate needs where people needed to move to another location had been worked out with the Red Cross. Again, the Horry County staff was out there watching and monitoring. Public works, stormwater, fire/rescue, police and others were doing the best they could.

**EXECUTIVE SESSION:** None.

**ADJOURNMENT:** With no further business, Mr. Prince moved to adjourn at approximately 6:34 p.m. and it was seconded. The motion was unanimously passed. The meeting was adjourned in memoriam of Elsie Collins Vaught, Clara Belle Hardee, Jimmy Johnson, and James Blakeney Jackson, Jr.

COUNTY OF HORRY )  
 )  
STATE OF SOUTH CAROLINA )

ORDINANCE 12-2020

**AN ORDINANCE TO AMEND ZONING APPENDIX B OF THE HORRY COUNTY CODE OF ORDINANCES PERTAINING TO LANDSCAPE BUFFER & TREE PRESERVATION STANDARDS.**

**WHEREAS**, the Horry County Landscape Buffer and Tree Preservation Ordinance was adopted in 2001 and has undergone a few minor updates since its adoption; and,

**WHEREAS**, current standards are unclear and provide undue complications to staff and applicants when tasked with interpretation; and,

**WHEREAS**, the proposed changes organize the requirements to fit a more logical flow, simplify buffer types and width criteria, and incentivize the use of preserved trees and onsite vegetation.

**NOW THEREFORE**, by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

**1. Amendment of Zoning Appendix B, Article V, Section 527.** Section 527 of the Zoning Ordinance is hereby amended as follows:  
(All existing text shall be deleted and all text shown shall be-added)

527.1- Landscape, Buffer, and Tree Preservation Standards

A. Intent.

The landscaping and preservation standards of this section are intended to accomplish the following:

1. To protect and preserve the character and aesthetics of the natural environment within Horry County;
2. To enhance property values by ensuring proper transition between land uses;
3. To reduce noise, air and visual pollution, heat island effects, and stormwater runoff; and
4. Improve appearance of parking areas and reduce glare from vehicle lighting.

B. Applicability.

1. Landscape Design Standards set by 527.2 apply to any non-residential or multifamily parcels within unincorporated Horry County that are being developed or redeveloped. Major residential subdivisions must comply with perimeter buffer requirements if located along a road found within *Table 1: Applicable Roads*.
  - a. Properties where renovations modify or expand a structure or business wherein the percent of value, calculated as the cost of modification divided by the existing structure improvement value multiplied by 100, is greater than 50% shall trigger full compliance to the landscaping requirements set forth. General maintenance and repairs including interior work, are exempt from the standards.

- b. If an existing business is damaged or destroyed due to an act of nature (flood, hurricane, tornado, etc.), or catastrophic event and is reconstructed within twelve (12) months of such damage or destruction, the standards contained herein shall not apply. This exemption, however, shall not relieve the property owner of having to meet applicable building or zoning regulations that are in place during time of reconstruction.
  - c. Additional design requirements may be set by an overlay district found in section 723.
  - d. The Zoning Administrator or authorized designee has the authority to allow variation of design standards (527.2) and tree preservation (527.3) requirements for unique and challenging projects.
2. Non-residential or multifamily projects that are located along *Table 1: Applicable Roads* must meet the Tree Preservation Standards set in 527.3 in addition to the required landscape plantings set by 527.2.
  3. Live Oak Standards set by 527.3C apply to any property within Horry County including single family residential.

US 17 (includes bypass & business)	SC 905	International Drive
US 378	SC 917	Kings Road
US 501 (includes business)	Atlantic Avenue	Lake Arrowhead Road
US 701	Bay Road	Little River Neck Road
Carolina Bays Parkway (SC 31)	Beaver Run Boulevard	McDowell Shortcut
Veterans Highway (SC 22)	Big Block Road	Myrtle Ridge Drive
SC 9 (includes business)	Burcale Road	Northgate Boulevard
SC 31	Carolina Forest Boulevard	Postal Way
SC 50	Chestnut Road	River Oaks Boulevard
SC 57	Cox Ferry Road (West/East)	Robert Edge Parkway
SC 65	Dick Pond Road	Ronald McNair Boulevard
SC 66	Enterprise Road	Salem Road
SC 90	Freewoods Road	Scipio Lane
SC 111	Forestbrook Road	Sea Mountain Highway
SC 179	Garden City Connector	Singleton Ridge Road
SC 236	Gardner Lacy Road	Tournament Road
SC 319	Gateway Drive	TPC Boulevard
SC 410	George Bishop Parkway	Village Center Boulevard
SC 544 (includes connector)	Glenn's Bay Road	Waccamaw Boulevard
SC 701	Holmestown Road	
SC 707	Inlet Square Drive	

### C. Business Licensing.

1. If a Horry County business license is required for any ditching, clearing, excavating or grading of land or planting, cutting, trimming, pruning, removing, or otherwise modifying trees, applicants must sign an affidavit stating receipt and comprehension of these standards.

### D. Requirements.

1. *Landscaping Plan:* To comply with the regulations set by the Landscape Buffer and Tree Preservation Standards, applications shall include a landscape plan demonstrating how existing and proposed landscaping and tree preservations comply with the requirements of the following sections prior to the issuance of a building permit. Plans shall comply with Horry County plan submittal requirements and contain enough detail to illustrate that the landscape requirements of this ordinance have been met. At a minimum a landscaping plan will include:
  - a. Location of any structures (existing and proposed);
  - b. Any preserved tree or shrub indicating species along with diameter at breast height (DBH) of any trees and heights of shrubs. Dripline should be indicated if DBH is greater than twenty four (24) inches. A tree protection method detail will need to be supplied for those trees to be retained on-site;
  - c. Any planted landscaping and non-vegetated requirements;
  - d. Vehicle use and parking areas;
  - e. Easements, overhead and underground utilities, and ditches; and
  - f. Irrigation.
    - i. Plantings must be mechanically irrigated.
    - ii. Required planting areas associated with vehicle use areas containing less than thirty (30) spaces are not required to be mechanically irrigated, however all supplemental plantings shall be located within one hundred (100) feet of a water hose bib on-site. Any alternative water sources will require approval from the Zoning Administrator or designee.
2. *Maintenance:* Maintenance of landscaping shall be the responsibility of the property owner. All areas shall be properly maintained to ensure proper functioning, capacity and growth. Landscaping shall be continuously monitored and maintained for the lifetime of the use to assess the need to remove dead, dying or diseased vegetation, along with debris or litter within required areas and ensuring fencing, berms, or walls are in good condition.
  - a. Any required landscaping that is removed must be replaced in a like for like fashion and must meet the minimum standards herein.
  - b. Protected and Specimen Trees may be periodically pruned to enhance growth and prevent public endangerment. Pruning techniques must meet the most recent American National Pruning Standard ANSI A-300 publication.
3. *Exemptions:* The following land use activities are hereby exempt from the requirements of the following sections.
  - a. Agriculture activities involving the continuous cultivation of field crop, livestock, and evergreen and nursery stock for profit.
  - b. Aquaculture activities involving the continuous production of fish, amphibian, or crustaceans for profit.
  - c. Forest management activity including but not limited to timber harvesting, forest regeneration, thinning, site preparation, forest road construction, prescribed burns, reforestation, pesticide application, vector control, wildfire control, animal damage control, and other generally accepted forestry methods and practices as defined by the Dictionary of Forestry published by the Society of American Foresters.
  - d. Individual residential properties are exempt from all requirements except the Live Oak Protections set forth in the Tree Preservation sections. This exemption does

not apply to major subdivisions for which perimeter buffers or streetscape is required.

- e. Tee, green, and fairways associated with regulation golf courses and Par 3 golf courses, except for presence of Protected and Specimen trees. Clubhouses and maintenance facilities are not exempt.
  - f. Roadway, drainage maintenance, and stormwater control activities of Horry County, South Carolina Department of Transportation or any other public agency.
  - g. Utility (electric, cable, telephone, etc.) and easements involved in facility construction, maintenance, repair or replacement are exempt from the tree preservation sections.
  - h. Airports provided the removal is for the purpose of maintaining safe clearance for aircrafts as per federal law.
  - i. Sites classified as home occupations by the Zoning Administrator.
4. *Penalties:* It shall be illegal to remove or cause the removal of any Protected or Specimen tree or any required landscaping.
- a. Removal of said trees without proper permits or permissions are in violation of this ordinance and shall require replacement of such removed trees at four (4) times the rate required for mitigation for Preserved or Specimen Trees.
  - b. Failure to comply may result in a misdemeanor punishable by the maximum fine of \$500.00 per removal. Each tree removed constitutes a separate offense.
  - c. Deviation from the approved landscape plan or failure to comply with industry standard landscape maintenance may also be subject to fines and penalties.

## 527.2 – Landscape Design Standards

### A. General.

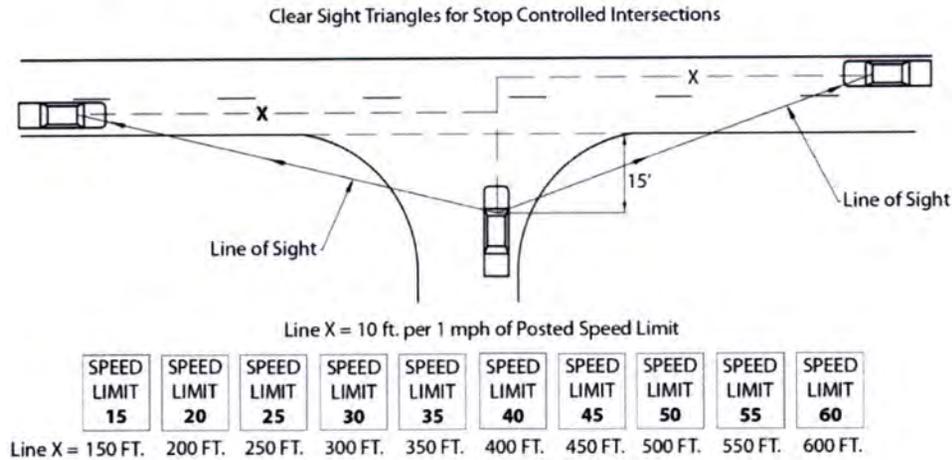
Any new required plantings shall meet the standards described in this section and referenced within the supplemental Landscape Handbook.

#### 1. *Landscaping Preservation:*

- a. Preservation of existing vegetation is the preferred method to meet the buffer requirements.
- b. Preserved vegetation should be located within the site in a way that is conducive to plant survival and safety, i.e. clustered tree patches are allowable for stable root systems as long as supplemental landscaping meets the requirements herein.
- c. Credit shall be awarded on a one to one (1:1) basis for plant materials meeting the minimum size requirements in landscaped areas.
  - i. Preserved Protected Trees receive credit at a two to one (2:1) exchange.
  - ii. Preserved Specimen Trees receive credit at a four to one (4:1) exchange.
  - iii. Reductions to required planted landscaping shall apply should the DBH of preserved trees be greater than twenty-four (24) inches and the driplines create unsuitable habitat for supplemental plantings.
- d. Preservation of Protected and Specimen Trees is required. Mitigation is required for any removals of protected or specimen trees. Fines may apply for unlawful removals. See 527.3 – Tree Preservation Standards for requirements.

- e. In order to reduce the amount of impervious surfaces, the Zoning Administrator can grant a five (5) percent reduction in the number of off-street parking spaces required on the site if the reduction of pavement will preserve the root zones of existing healthy trees with a DBH of eight (8) inches or greater.
2. *Plant Materials*: a supplemental Landscape Handbook of plant species best suited for Horry County along with a list of discouraged species is included as a supplement to this ordinance.
  - a. The Handbook should be used for landscape requirements where applicable.
  - b. Prohibited and invasive plants will not count towards any landscape or preservation requirements.
  - c. Any dead, dying or diseased planting materials must be removed by the property owner prior to development providing minimal disturbance to healthy vegetation.
  - d. Removed existing vegetation must be replaced to meet the minimum requirements herein.
3. *Minimum Plant Sizes*: All new vegetation must meet the minimum size requirements at time of planting.
  - a. Canopy tree: minimum ten (10) feet in height with two (2) inches in caliper and must reach a mature height of at least thirty (30) feet.
    - i. Palms meeting this requirement may be utilized provided two (2) palms are planted per one (1) required canopy tree.
  - b. Understory tree: minimum five (5) feet in height and must reach a mature height between ten (10) and thirty (30) feet.
  - c. Shrub: minimum fifteen (15) inches in height and must reach a mature height of at least three (3) feet.
    - i. Palms meeting this requirement may be used.
  - d. Ornamental grass: minimum twelve (12) inches in height and must reach a mature height of at least three (3) feet.
  - e. Perennials: minimum twelve (12) inches in height and must reach a mature height of at least three (3) feet.
4. *Site Constraints*:
  - a. Stormwater management devices may not encroach into the required landscape buffers by more than ten (10) percent unless an approved low impact development (LID) design.
  - b. Where cross access easements run parallel to property lines, landscaping may be provided within the easement pending approvals from appropriate County departments.
  - c. Without consent of utility provider, easement holder, or Horry County, only shrubs, ornamental grasses or perennials may be planted in easements for utility services.
    - i. Overhead Utilities (power lines): only trees or shrubs that reach a maximum height of twelve (12) feet can be planted within the easement.
    - ii. Underground Utilities (piped utilities): tree species whose roots are known to cause damage to utilities such as underground piped stormwater, sewer, or gas lines, shall not be planted within the easement for such utility or no closer than twelve (12) feet when no easement exists. Approved trees for planting on top of underground utilities can be found within the Landscape Handbook.

- d. **Visibility Clearance/Sight Triangle:** Required landscaping or optional berms shall not be planted or constructed within the sight triangle, unless it conforms to SCDOT standards. Plantings cannot be greater than thirty (30) inches in height and trees must be limbed above six (6) feet in height with no multi-stemmed trunks. For all intersections and corners there shall be 100 feet of visibility for every ten (10) miles per hour of speed limit.



*Figure 1: Sight Triangle*

5. **Plant Diversity:** In order to maximize success of vegetation and prevent monocultures, new plantings shall comply with the following standards in *Table 2: Species Diversity Standards*. The standards apply to the total amount of vegetation on site, not just the vegetation within a required buffer.

Number of Required Trees	Number of Different Tree Species Required	Number of Required Shrubs/Ornamental Grasses/Perennials	Number of Different Shrub/Ornamental Grass/Perennial Species Required
1 to 5	1	1 to 10	1
6 to 15	2	11 to 20	2
16 to 25	3	21 to 50	4
26 to 50	5	51 to 80	6
51 to 100	7	81 or more	8
101 or more	10		

6. **Ground Stabilizations:** Disturbed areas and required landscape planting areas shall be stabilized and maintained with groundcover, mulches, or other approved materials.
7. **Berms:** Berms are discouraged as standalone landscaping. However, there are cases where berms are appropriate for screening or buffering. Berms should comply with the following:
- a. Side slope of earthen berms not to exceed a three to one (3:1) ratio.
  - b. Berms should be continuous except for drainage breaks every six (6) feet to eight (8) feet.
  - c. Berms shall be stabilized with canopy, understory, shrubs, ornamental grasses, or perennials. Groundcover or lawn and turf grasses may also be used as supplemental stabilizations. Planting shelves are required for any vegetation.

- i. Planting shelves must be a minimum of four (4) feet wide and be suited for maximum survival and success of selected plantings.
- d. Berms used in right-of-ways must be designed and constructed to provide adequate sight distances at intersections and shall not impede safe operation of vehicles.

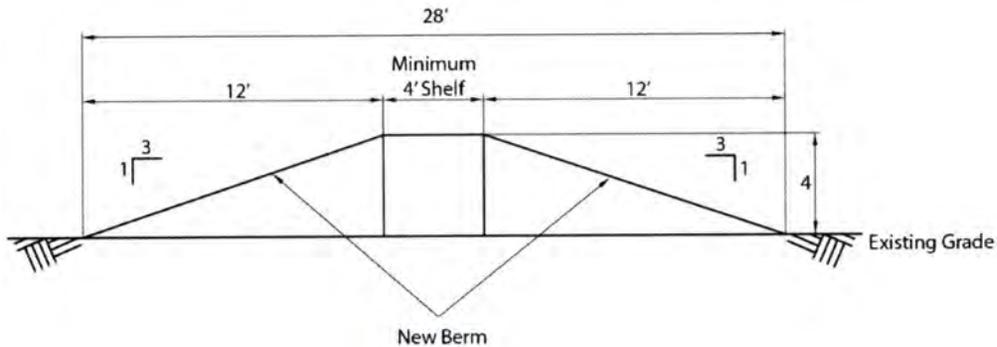


Figure 2: Berm Diagram

- 8. *Low Impact Development (LID)*: Low Impact Development utilizes integrated management practices in order to treat stormwater at the source. The goals of LID are to maximize existing vegetation and create small, landscaped features that encourage infiltration, lengthen the time of concentration, and retain flow to create a hydrologic landscape functionally equivalent to the pre-development conditions.
  - a. These features must be constructed to meet the Department of Stormwater Management requirements and regulations set forth in the Stormwater Management Design Manual.
  - b. All LID stormwater features must be planted with water tolerant vegetation in order to qualify for landscape credits and be located within the required landscaped areas. For suggested LID plants, refer to the Low Impact Development in Coastal South Carolina: A Planning and Design Guide.
  - c. LID is prohibited within:
    - i. Type A: Opaque Buffers.
    - ii. Type C: Streetscape Buffers along *Table 1: Applicable Roads*.
  - d. Examples of qualifying LID include:
    - i. Bioretention
    - ii. Vegetated swales
    - iii. Constructed wetlands
  - e. Credits for Required Landscaping by using LIDS
    - i. For every one (1) linear foot of qualifying low impact development, a credit for one and a half (1.5) feet of required landscaping buffer can be claimed. LID can replace up to fifty (50) percent of the required landscaped area.
    - ii. To qualify for this credit, the LID method must follow all requirements set by the Horry County Stormwater Department.
    - iii. If using LID within parking islands, the requirement of every parking space being within fifty (50) feet of a tree can be waved.

B. Buffers Defined.

A buffer is a specified land area used to transition between land uses or zoning.

1. *Permitted use within buffers:*

- i. Bicycle and pedestrian trails;
- ii. Appurtenances that require high visibility such as fire hydrants, mail boxes, and utility boxes;
- iii. Ingress and egress to the proposed use and utilities may cross the buffer provided it is as perpendicular as practical;
- iv. Permitted and temporary signs; and
- v. Site lighting.

2. *Prohibited use:*

- a. Structures or accessory structures, including dumpsters;
- b. Any storage or outdoor display of products, unless permitted elsewhere in this ordinance; and
- c. Vehicle use areas, including parking or loading areas.

C. Perimeter Buffer Requirements.

1. *Intent:*

- a. *Streetscape:* to enhance the visual character and transition between property and street, access or public right-of-way.
- b. *Opaque:* to provide screening between dissimilar uses. Opacity shall be 85% or more during peak summer season from ground to six (6) feet.
- c. *Spatial:* to soften the area between adjacent similar uses.

2. *Applicability:*

- a. Perimeter buffers are required surrounding the improved area of the subject property.
- b. Opaque (Type A) buffers are required between non-residential and residential property. Spatial (Type B) buffers are required between like use parcels. Streetscape buffers (Type C) are required between any parcel and the street frontage, access or right-of-way. See *Table 3: Perimeter Buffer Type Applicable*.

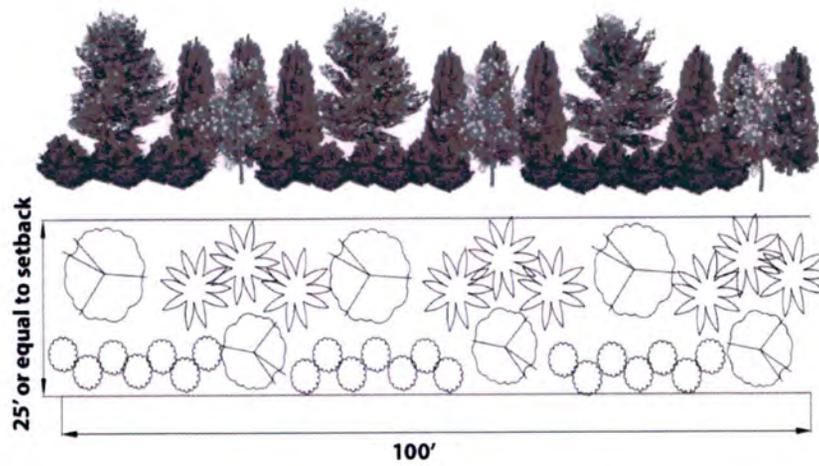
Proposed Land Use	Adjacent Land Use / Zoning District		
	Residential	Non-residential/ Multifamily	Street/ Access/ ROW
Residential (Major Development)	n/a	A	C
Non-residential/ Multifamily	A	B	C

3. *Standards:*

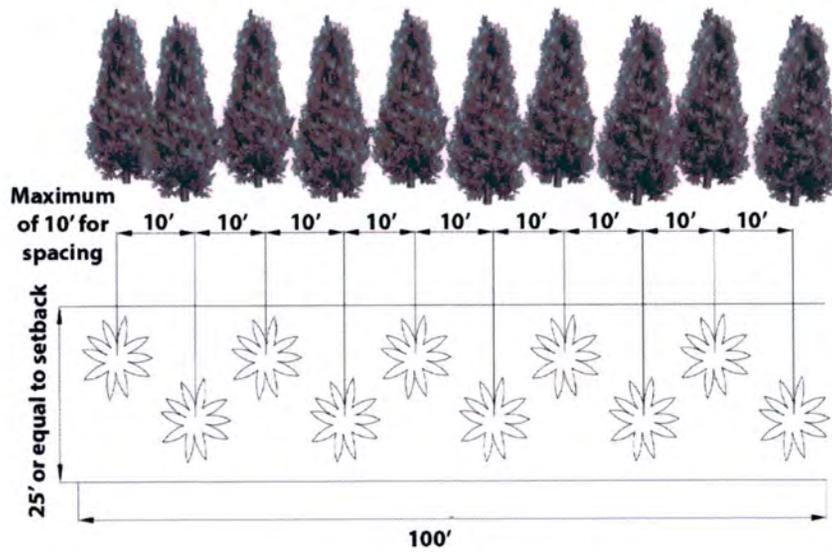
- a. Requirements of each buffer type are found in *Table 4: Perimeter Buffer Type Requirements*

Table 4: Perimeter Buffer Type Requirements			
Buffer Type & Required Widths	Minimum Performance Standard per 100 feet		
	Canopy Trees	Understory Trees	Shrubs/Perennials/Ornamental Grasses
<b>Type A : Opaque Requirement for Major Residential Development:</b>	<b>Option 1</b>		
	A six (6) foot privacy fence adjacent to the non-residential property within a min. five (5) foot wide open space / common area lot.		
	<b>Option 2</b>		
	An undisturbed, naturally vegetated area within a min. twenty-five (25) foot wide open space / common area lot. Such vegetated area shall be of native and existing vegetation of varied ages, heights, and types (i.e. a mixture of canopy, understory, and ground-cover). Supplemental plantings shall be permitted in areas that are less than one-hundred (100) linear feet in length as a means to fill in existing gaps in the vegetation. Vegetated area shall consist of the following breakdown, at a minimum:		
	3	3	Must meet the spacing requirements in the Landscaping Manual for opacity and be at least twenty-eight (28) inches in height at time of initial site inspection.
<b>Type A : Opaque Requirement Non-Residential &amp; Multi-Family:</b> Equal to setback requirement of zoning district or 25 feet, whichever is less	<b>Option 1</b>		
	3	3	Must meet the spacing requirements in the Landscaping Manual for opacity and be at least twenty-eight (28) inches in height at planting
	Fifty (50) percent of each planting type must be evergreen		
	<b>Option 2</b>		
	Double row of offset evergreen trees spaced at a maximum of every ten (10) feet with a minimum of eight (8) feet in height. No more than twenty-five (25) percent of the plantings can be pine trees and must provide a variety of screening from top to bottom.		
	<b>Additional Requirements (Option 1 or 2):</b> A six (6) foot privacy fence, wherein privacy is understood as providing 85% or more opacity, is required when the setback or buffer is less than fifteen (15) feet. Fence must be located interior to the landscaping so that plantings face the residential property.		
<b>Type B: Spatial Requirement:</b> 5 feet	2	2	20
	Fifty (50) percent of each planting type must be evergreen		
<b>Type C: Streetscape Requirement:</b> 10 feet	3	3	Only required when providing screening from vehicle use areas
	Twenty-five (25) percent of each tree type must be evergreen		

Note: A "Privacy Fence" used within a Type A buffer shall be constructed of wood, vinyl, and or masonry. Fencing shall follow associated Overlay District requirement(s) where applicable.



*Figure 3: Type A Buffer Option 1*



*Figure 4: Type A Buffer Option 2*

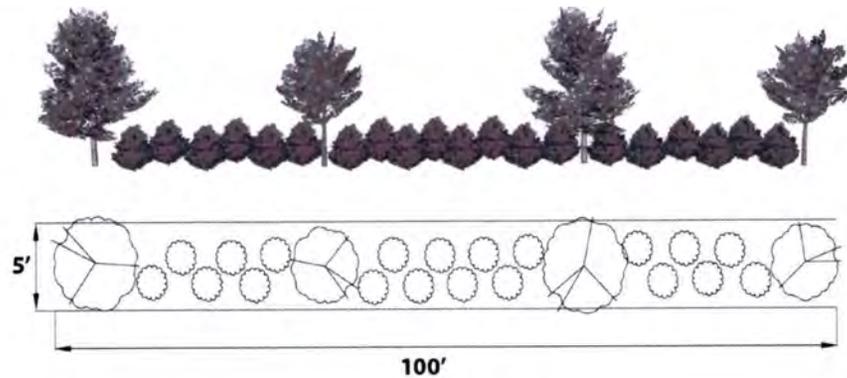


Figure 5: Type B Buffer

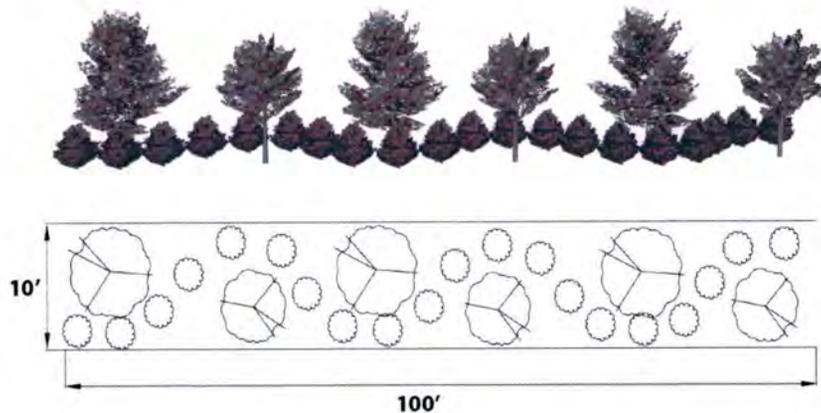


Figure 6: Type C Buffer

#### D. Vehicle Use Area Requirements.

##### 1. Intent

- a. Street Frontage: to reduce the glare and impacts of headlights on road traffic.
- b. Parking Islands: to provide shade, reduce heat islands and provide visual character to the parking area.

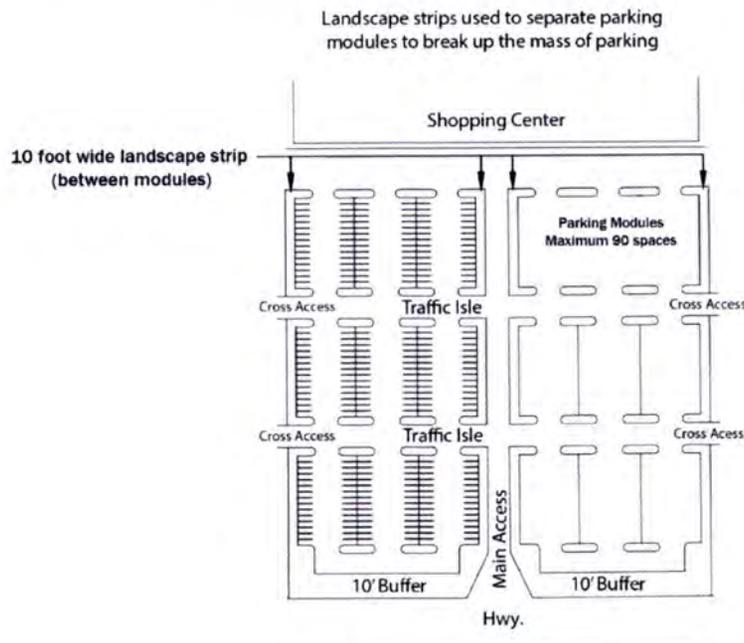
##### 2. Exemptions

- a. Street Frontage plantings are only required when the vehicle use area is located adjacent to the street.

##### 3. Standards:

- a. All landscaping areas that abut parking shall be protected by eighteen (18) inches of clearance utilizing staked wheel stops, concrete curbing or other approved stable means. Appropriate breaks for low impact development are permissible when using curbing.
- b. Street Frontage: shrubs, perennials or ornamental grasses must meet proper spacing guidelines found in the Landscape Handbook in a continuous row. Plantings can be located within the setback or Perimeter Buffer.
- c. Parking islands shall comply with the following:

- i. Every parking space must be within fifty (50) feet from a planted tree.
- ii. For every fifteen (15) parking spaces in a row, a parking island is required and must include one (1) tree and five (5) shrubs, perennials or ornamental grasses. Twenty-five (25) percent of the total plantings must be evergreens. Fifty (50%) of all trees planted must be canopy. Parking islands containing canopy trees must be at least 200 square feet.
- iii. For parking areas of ninety (90) spaces or more, there must be an additional ten (10) foot wide parking island between modules.



*Figure 7: Parking Lot Layout*

E. Foundation Buffer.

1. *Intent:* to enhance architectural features, provide a visual transition from building to site, and define and enhance building entrances.
2. *Exemptions*
  - a. Building entrances and exits.
  - b. Areas used for pedestrian activities (sidewalks, plazas, etc.). In these instances, the landscaping must be installed between the building foundation and the back of the curb separating the pedestrian area from the vehicle use area. In no case shall the length of the planted area be less than fifty (50) percent of the length of the building façade, minus the width of the entrances or exits.
  - c. Portions of buildings which have drive-up services along the side of the building (fast-food restaurants, pharmacies, banks, etc.).
  - d. Areas not typically accessible by the general public (loading docks, enclosed storage areas, utility enclosures, etc.).
  - e. Properties where the structure is located less than or equal to twenty-five (25) feet from the property line and no vehicle use or paving is located within this space.

### 3. Standards

- a. A landscape area of at least five (5) feet in width shall be provided adjacent to buildings along the foundation or between the foundation and the back of the curb separating the pedestrian area from the vehicle use area where applicable.
  - i. Foundation buffers are required around any structure on site.
  - ii. A mandatory variety of species must be used according to *Table 2: Species Diversity Standards*.
  - iii. The required plantings must include shrubs, perennials or ornamental grasses and meet the spacing requirements set in the Landscape Handbook. Trees may be used if applicable at the discretion of the property owner and approved by the Zoning Administrator.
- b. Renovated or redeveloping properties wherein the foundation buffer area is paved may utilize planter boxes to meet the requirements of the foundation buffer.
  - i. Planter boxes must be automatically irrigated and be at least two and a half (2.5) feet wide.
  - ii. Use of planter boxes does not alleviate proper maintenance requirements and box size must allow for proper root spacing.
  - iii. The Zoning Administrator or designee can discuss alternatives and ways to meet the foundation buffer requirements for unique situations.

### 527.3 – Tree Preservation.

#### A. Tree Survey

1. Non-residential or multifamily properties located along *Table 1: Applicable Roads* must provide a tree survey documenting all trees listed in *Table 5: Protected and Specimen Trees* meeting or exceeding the minimum diameter at breast height (DBH). Any property, including single family residential, within Horry County containing Specimen Live Oaks must submit a tree survey. Any new major residential subdivisions will need to identify Specimen live oak trees within the project boundaries on the preliminary plans and plats.
2. Tree surveys submitted must indicate the species and DBH of any Protected or Specimen Trees, denoting Specimen Live Oaks separately from other oak species.
3. Trees shall not be removed until submittal of tree survey. Approval to remove said trees, with exception of Specimen Live Oaks, shall be obtained from the Zoning Administrator, or designee. If approval to remove said tree is granted, removed trees shall be mitigated.

<b>Tree</b>	<b>Protected DBH (inches)</b>	<b>Specimen DBH (inches)</b>
Bald cypress	8	24
Beech (American)	8	24
Birch (River)	6	18
Cedar (Eastern Red)	8	24
Dogwood (Flowering)	4	12
Elm (American)	8	24
Elm (Winged)	8	24
Hickory (Mockernut)	8	24
Hickory (Pignut)	8	24
Hickory (Shagbark)	8	24
Holly (American)	6	12
Magnolia (Southern)	8	16
Maple (Red)	8	24
Oak (Laurel)	8	24
Oak (Live)	8	24
Oak (Post)	8	24
Oak (Southern Red)	8	24
Oak (Water)	8	24
Oak (Willow)	8	24
Oak (White)	8	24
Oak (Yellow)	8	24
Sycamore	8	24
Tupelo (Black)	8	24
Tupelo (Water)	8	24

**B. Methods to Calculate Tree Size**

1. *Caliper*: the diameter of a tree trunk measured six (6) inches above the root ball.
2. *Diameter at Breast Height*: the diameter of a tree trunk measured four and a half (4.5) feet above the ground.
  - i. Forks located less than one (1) foot from the ground are to be treated as separate trees and measured at standard DBH. The square root of each DBH (sum of the square of each) is used to derive total DBH.

$$\text{Total DBH} = \sqrt{(a^2 + b^2 + \dots)}, \text{ where:}$$

“a” and “b” are the DBH of split trunks.

- ii. Forks located between one (1) foot and four and half (4.5) feet from the ground are to be treated as separate trees and calculated with the formula above but measured from three and a half (3.5) feet from the pith, or at the start of the fork.
- iii. Forks located at or greater than four and half (4.5) feet from the ground are measured just below the fork beneath the swelling.

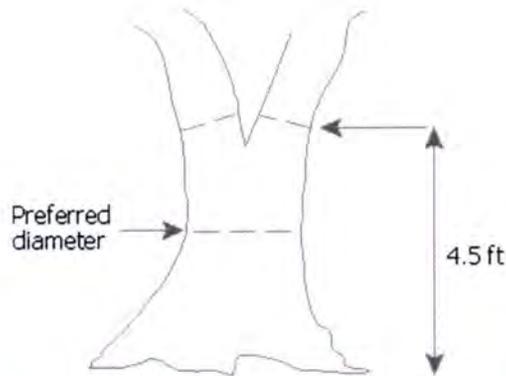


Figure 8: DBH for Forks located at or above 4.5 feet

#### C. Live Oak Standards

1. It is unlawful to injure, participate in, authorize, or cause the removal of any Specimen Live Oak (DBH of twenty-four (24) inches or greater). Authorization to do so shall come from a variance granted by the Zoning Board of Appeals finding that the tree:
  - a. Presented a safety hazard to pedestrian or vehicular traffic, buildings, structures or utility structures;
  - b. Removal presented the only reasonable means to comply with appropriate agency requirements including parking, ingress or egress, or other required infrastructure such as stormwater;
  - c. Justification according to good urban forestry practices (i.e., to reduce competition among trees or to remove an invasive species) or presence of dead, dying, or diseased trees;
  - d. A planned grade cut placing the tree protection zone four (4) feet above final grade or introduction of fill twelve (12) inches or greater elevating the parcel above the required flood protection elevation; or
  - e. Reasonable use of the property will be significantly impaired.

#### D. Tree Protection

1. Preserved trees must be protected from damages during development. Most trees can tolerate only a small percentage of root zone disturbance or loss.
  - a. Root Protection Zone: the total area beneath the tree canopy, or dripline.
  - b. If encroachment into the root protection zone is anticipated, preventative methods shall be employed to include:
    - i. Flagging of Protected or Specimen Trees prior to land disturbance activity;
    - ii. Mulching the Root Protection Zone during soil compaction;
    - iii. Vertical root pruning techniques to cut rather than tear or damage root systems during site clearing; and
    - iv. Installation of Protective Devices.
  - c. Protective Devices shall be installed surrounding the dripline of the preserved tree and must be kept free of construction materials, vehicles or debris. Areas surrounding the preserved tree must be identified with "tree protection area" signage. Protective Devices shall be one of the following:
    - i. Fencing a minimum of four (4) feet in height constructed in a post and rail configuration. Two (2) inch by four (4) inch and double one (1) inch by two (2) inch railing is recommended.

- ii. Four (4) foot high polyethylene laminar safety fencing provided it is maintained to persist until occupancy.
- iii. Continuous rope, flagging (heavy mill, minimum four (4) inches in width) or silt fencing is allowable only in areas that will not be directly impacted by land disturbance activities.

E. Mitigation Standards

1. *Mitigation*: Mitigation for removal of Protected or Specimen Trees is required. Requirements may be met by either:

a. Replacement Trees

- i. Total caliper of replacement trees must equal the total DBH of Protected or Specimen Trees removed.
- ii. All replacement trees must be a species listed in *Table 5: Protected and Specimen Trees*.
- iii. Newly planted replacement trees will follow the following formula:  

$$D/2.5^A = RT^B$$
, where:  
 D = total DBH of the largest fifteen (15) removed trees per acre (inches)  
 2.5 = minimum caliper of each replacement tree (inches)  
 RT = minimum number of replacement trees
  - A. If the caliper of replacement trees is greater than two and a half (2.5) inches, the total number of replacement trees can be reduced.
  - B. A multiplier of one and a half (1.5) is applied when trees removed are Specimen Trees
- iv. Trees preserved on site that do not meet the size requirements of *Table 5: Protected and Specimen Trees* may count as replacement trees provided each tree has a DBH of four (4) inches or greater.

b. Fee in lieu

- i. A fee in lieu of replacement trees collected will be equal to:  

$$RT * 150 = F$$
, where:  
 RT = minimum number of replacement trees  
 150 = fee per replacement tree (dollars)  
 F = total fee paid to Horry County
- ii. Fees collected are deposited into a special fund designated for costs associated with the installation of landscaping, associated materials and irrigation systems or the purchase of additional park or open space lands.

**Severability**: If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.

**Conflict with Preceding Ordinances**: If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of

Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.

**Effective Date:** This Ordinance shall become effective on Third Reading.

**AND IT IS SO ORDAINED, ENACTED AND ORDERED** this 10<sup>th</sup> day of March, 2020.

**HORRY COUNTY COUNCIL**

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Johnny Gardner, Chairman

Harold G. Worley, District 1	Bill Howard, District 2
Dennis DiSabato, District 3	Gary Loftus, District 4
Tyler Servant, District 5	Cam Crawford, District 6
Orton Bellamy, District 7	Johnny Vaught, District 8
W. Paul Prince, District 9	Danny Hardee, District 10
Al Allen, District 11	

Attest:

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Patricia S. Hartley, Clerk to Council

First Reading: February 4, 2020  
Second Reading: February 18, 2020  
Third Reading: March 10, 2020

County Council Decision Memorandum  
Horry County, South Carolina

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Date: September 25, 2019  
From: Planning and Zoning  
Division: Infrastructure and Regulation  
Prepared By: Charles Suggs, Principal Planner  
Cleared By: David Schwerd, Planning Director  
Regarding: Landscape Buffers and Tree Preservation Ordinance

---

**ISSUE:**

Should Horry County amend the landscape ordinance to simplify the Landscape Buffer and Tree Preservation requirements?

**PROPOSED ACTION:**

Approve the proposed amendment to the landscape ordinance.

**RECOMMENDATION:**

I&R recommended Approval on 1/28/2020  
Planning Commission recommended Approval on 11/7/19  
Staff recommends Approval.

**BACKGROUND:**

The Horry County Landscape Buffer and Tree Preservation Ordinance was adopted in 2001 and has undergone a few minor updates since its adoption. Current standards are unclear and provide undue complications to staff and applicants when tasked with interpretation. Landscape Buffers are established based on zoning classifications and utilize large, redundant tables for identification of buffer requirements. Tree Preservation standards are unclear and wordy.

**ANALYSIS:**

The revised landscape buffers and tree preservation ordinance mirrors recent overlay updates, specifically Highway 501 (Section 723.3), as it exhibits ideal clarity and simplicity of landscape standards.

The proposed changes organize the requirements to fit a more logical flow, simplify buffer types and width criteria, and incentivize the use of preserved trees and onsite vegetation. A simplification of the required buffer tables reflects land use rather than zoning designation.

Incentives for the preservation of existing vegetation in buffers and the use of low impact development for stormwater requirements were established.

The inclusion of criteria and credits for low impact development will meet current Horry County Stormwater standards. This change will greatly improve environmental quality by reducing stormwater runoff and pollution.

The use of existing vegetation as required buffers provides more opacity than new plantings and preserves existing native foliage and habitat.

COUNTY OF HORRY )  
 )  
STATE OF SOUTH CAROLINA )

ORDINANCE 13-2020

**AN ORDINANCE TO AMEND APPENDIX B, ZONING ORDINANCE PERTAINING TO SIGNAGE REQUIREMENTS.**

**WHEREAS**, Horry County has adopted a variety of sign ordinances over the last 30 years; and,

**WHEREAS**, Horry County wishes to unify the regulations in regards to signage and permitting; and,

**WHEREAS**, Horry County wishes to make the ordinance and permitting procedures more user friendly; and,

**NOW THEREFORE**, by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

1. **Amendment of Appendix B, Zoning Ordinance, Article IV DEFINITIONS.** Section 418 is amended and Section 423 is added and the Zoning Ordinance is hereby amended as follows:  
(All text in ~~strikethrough~~ shall be deleted and all text shown **underlined and bolded** shall be added)

**418. - ~~Business sign.~~(RESERVED)**

**423. Commercial Subdivision Development**

**A Commercial Subdivision Development is defined as a division of three or more lots for the purpose of creating a development for commercial or business related purposes with a building(s) constructed on the land or lot which have a shared or common means of ingress and egress and have shared signage.**

2. **Amendment of Appendix B, Zoning Ordinance, Article V Landscape, Buffer and Tree Preservatio.** Section 527.2 of the Zoning Ordinance is hereby amended as follows:  
(All text in ~~strikethrough~~ shall be deleted and all text shown **underlined and bolded** shall be added)

**527.2 Landscape Section**

~~*F. Landscape Requirements for On-Site Signage.* Permanent on-site signage shall contain landscape treatments as follows:~~

~~1. Signage shall be located in a landscape border a least five (5) feet in depth with a minimum width equal to the greatest width of the actual sign face shall be required. The landscape border shall contain, at a minimum, one (1) evergreen shrub per four (4) linear feet of border perimeter with appropriate groundcover accents. No portion of the sign shall cantilever over or overhang any vehicle use areas.~~

3. **Amendment of Appendix B, Zoning Ordinance, Article VII Section 701 Limited Forest/Agriculture District (LFA).** Section 701.1 of the Zoning Ordinance is hereby amended as follows:

(All text in ~~strikethrough~~ shall be deleted and all text shown **underlined and bolded** shall be added)

*701.1 Permitted Uses.*

~~(K) Signs in accordance with Article X;~~

4. **Amendment of Appendix B, Zoning Ordinance, Article VII Section 701 Forest/Agriculture District (FA).** Section 702 of the Zoning Ordinance is hereby amended as follows:

(All text in ~~strikethrough~~ shall be deleted and all text shown **underlined and bolded** shall be added)

*Other Requirements:*

~~(a) All allowed uses shall be required to conform to the standards set forth in Article VIII.~~

~~(b) Signs permitted in this district, including the conditions under which they may be located, are set forth in Article X.~~

5. **Amendment of Appendix B, Zoning Ordinance, Article VII Section 703 Commercial Forest/Agricultural District (CFA).** Section 703.1 of the Zoning Ordinance is hereby amended as follows:

(All text in ~~strikethrough~~ shall be deleted and all text shown **underlined and bolded** shall be added)

*703.1 Permitted Uses.*

~~(P) Signs in accordance with Article X.~~

~~See sign definition, section 455.~~

6. **Amendment of Appendix B, Zoning Ordinance, Article VII Section 704 SF 40 Residential District (SF 40).** Section 704 of the Zoning Ordinance is hereby amended as follows:

(All text in ~~strikethrough~~ shall be deleted and all text shown **underlined and bolded** shall be added)

*Other Requirements:*

~~(a) All allowed uses shall be required to conform to the standards set forth in Article VIII.~~

~~(b) Signs permitted in this district, including the conditions under which they may be located, are set forth in Article X.~~

7. **Amendment of Appendix B, Zoning Ordinance, Article VII Section 705 SF 20 Residential District (SF 20).** Section 705.2 of the Zoning Ordinance is hereby amended as follows:

(All text in ~~strikethrough~~ shall be deleted and all text shown **underlined and bolded** shall be added)

*705.2 Conditional Uses:*

~~(E) Other requirements:~~

~~1. All allowed uses shall be required to conform to the standards for area, yard, and height set forth in Article VIII.~~

~~2. Signs permitted in this district, including the conditions under which they may be located, are set forth in Article X.~~

**8. Amendment of Appendix B, Zoning Ordinance, Article VII Section 705B SF14.5 Residential District (SF 14.5).** Section 705B.4 of the Zoning Ordinance is hereby amended as follows:  
(All text in ~~strikethrough~~ shall be deleted and all text shown **underlined and bolded** shall be added)

*705B.4. Other Requirements:*

- (A) All allowed uses shall be required to conform to the standards set forth in Article VIII.  
(B) Signs permitted in this district, including the conditions under which they may be located, are set forth in Article X.

**9. Amendment of Appendix B, Zoning Ordinance, Article VII Section 706 SF10 Residential District (SF 10).** Section 706.2 of the Zoning Ordinance is hereby amended as follows:  
(All text in ~~strikethrough~~ shall be deleted and all text shown **underlined and bolded** shall be added)

*706.2 Conditional Uses*

(E) Other requirements:

1. All allowed uses shall be required to conform to the standards set forth in Article VIII.
2. Signs permitted in SF 10 Residential Districts, including the conditions under which they may be located, are set forth in Article X.

**10. Amendment of Appendix B, Zoning Ordinance, Article VII Section 706B SF8.5 Residential District (SF 8.5).** Section 706B.4 of the Zoning Ordinance is hereby amended as follows:  
(All text in ~~strikethrough~~ shall be deleted and all text shown **underlined and bolded** shall be added)

*706B.4. Other Requirements:*

- (A) All allowed uses shall be required to conform to the standards set forth in Article VIII.  
(B) Signs permitted in this district, including the conditions under which they may be located, are set forth in Article X.

**11. Amendment of Appendix B, Zoning Ordinance, Article VII Section 706D SF7 Residential District (SF 7).** Section 706D.4 of the Zoning Ordinance is hereby amended as follows:  
(All text in ~~strikethrough~~ shall be deleted and all text shown **underlined and bolded** shall be added)

*706D.4. Other Requirements:*

- (A) All allowed uses shall be required to conform to the standards set forth in Article VIII.  
(B) Signs permitted in this district, including the conditions under which they may be located, are set forth in Article X.

**12. Amendment of Appendix B, Zoning Ordinance, Article VII Section 707 SF6 Residential District (SF 6).** Section 707.4 of the Zoning Ordinance is hereby amended as follows:  
(All text in ~~strikethrough~~ shall be deleted and all text shown **underlined and bolded** shall be added)

*707.4 Other Requirements:*

- (A) All allowed uses shall be required to conform to the standards set forth in Article VIII.  
(B) Signs permitted in SF 10 Residential Districts, including the conditions under which they may be located, are set forth in Article X.

**13. Amendment of Appendix B, Zoning Ordinance, Article VII Section 710 Resort Residential District (RR).** Section 710.3 of the Zoning Ordinance is hereby amended as follows:  
(All text in ~~strikethrough~~ shall be deleted and all text shown **underlined and bolded** shall be added)

*710.3 Other Requirements:*

- (A) Building height in this district is unlimited provided that the requirements of all other applicable ordinances can be met.
- (B) All density and other provisions of section 709 shall apply.
- (C) All allowed uses shall be required to conform to the standards set forth in Article VIII.
- (D) Signs permitted in the Resort Residential District shall meet the requirements set forth in Article X.
- (E) Reserved.

**14. Amendment of Appendix B, Zoning Ordinance, Article VII Section 711 Resort Commercial District (RC).** Section 711.4 of the Zoning Ordinance is hereby amended as follows:  
(All text in ~~strikethrough~~ shall be deleted and all text shown **underlined and bolded** shall be added)

*711.4 Other Requirements.* Unless otherwise specified elsewhere in this ordinance uses permitted in Resort Commercial Districts shall be required to conform to standards as set forth: ~~(C) Signs permitted in Resort Commercial Districts, including the conditions under which they shall be located, are set forth in Article X.~~

**15. Amendment of Appendix B, Zoning Ordinance, Article VII Section 712 Amusement Commercial District (AC).** Sections 712.2 and 712.5 of the Zoning Ordinance is hereby amended as follows:  
(All text in ~~strikethrough~~ shall be deleted and all text shown **underlined and bolded** shall be added)

*712.2 Other Requirements:*

- (A) All uses shall conform to the standards for area, yard, and height requirements set forth in Article VIII.
- (B) Signs permitted in this district, including the conditions under which they may be located, are set forth in Article X.

*712.5 Special Exceptions:*

*Other Requirements:*

- (a) All allowed uses shall be required to conform to the standards set forth in Article VIII.
- (b) Signs permitted in this district, including the conditions under which they may be located, are set forth in Article X.

**16. Amendment of Appendix B, Zoning Ordinance, Article VII Section 713 Office/Professional/Institutional District (OPI).** Sections 713.5 of the Zoning Ordinance is hereby amended as follows:  
(All text in ~~strikethrough~~ shall be deleted and all text shown **underlined and bolded** shall be added)

*713.5 Other Requirements:*

- (A) All allowed uses shall conform to the standards for area, yard, and height requirements are set forth in Article VIII.
- (B) Signs permitted in this district, including the conditions under which they may be located, are set forth in Article X.

**17. Amendment of Appendix B, Zoning Ordinance, Article VII Section 714 Neighborhood Commercial District (NC).** Sections 714.3 of the Zoning Ordinance is hereby amended as follows:  
(All text in ~~strikethrough~~ shall be deleted and all text shown **underlined and bolded** shall be added)

~~714.3 Other Requirements.~~ Unless otherwise specified elsewhere in this ordinance, uses permitted in Neighborhood Commercial Districts shall be required to conform to the following standards:

(A) ~~[Such uses]~~ shall meet the area, yard, and height requirements of Article VIII.

(B) Signs permitted in Neighborhood Commercial Districts, including the conditions under which they may be located, are set forth in Article X.

**18. Amendment of Appendix B, Zoning Ordinance, Article VII Section 715 Community Commercial District (CC).** Sections 715 of the Zoning Ordinance is hereby amended as follows:  
(All text in ~~strikethrough~~ shall be deleted and all text shown **underlined and bolded** shall be added)

~~715.5 Signs.~~ Signs permitted in Community Commercial District, including the conditions under which they may be located, are set forth in Article X.

**19. Amendment of Appendix B, Zoning Ordinance, Article VII Section 716 Highway Commercial District (HC).** Sections 716.4 of the Zoning Ordinance is hereby amended as follows:  
(All text in ~~strikethrough~~ shall be deleted and all text shown **underlined and bolded** shall be added)

~~716.4 Other Requirements.~~

(A) Area, yard and height requirements as set forth in Article VIII shall be met; and,

(B) Signs permitted in Highway Commercial Districts including the conditions under which they may be located are set forth in Article X.

**20. Amendment of Appendix B, Zoning Ordinance, Article VII Section 717 Limited Industrial (LI).** Sections 717.3 of the Zoning Ordinance is hereby amended as follows:  
(All text in ~~strikethrough~~ shall be deleted and all text shown **underlined and bolded** shall be added)

~~717.3 Other Requirements.~~

(A) Uses shall meet the area, yard, and height requirements in Article VIII.

(B) Signs permitted in Limited Industrial Districts including the condition under which they may be located are set forth in Article X.

**21. Amendment of Appendix B, Zoning Ordinance, Article VII Section 718 Heavy Industrial (HI).** Sections 718.3 of the Zoning Ordinance is hereby amended as follows:  
(All text in ~~strikethrough~~ shall be deleted and all text shown **underlined and bolded** shall be added)

~~718.3 Other Requirements.~~ Unless otherwise specified elsewhere in this ordinance, uses permitted in Heavy Industrial Zoning Districts shall be required to conform to the following standards:

(A) ~~[Such uses]~~ shall meet the area, yard, and height requirements in Article VIII.

(B) Signs permitted in this district, including the conditions under which they may be located, are set forth in Article X.

**22. Amendment of Appendix B, Zoning Ordinance, Article VII Section 719 Mobile Home Park District (MHP).** Sections 719.3 of the Zoning Ordinance is hereby amended as follows:  
(All text in ~~strike through~~ shall be deleted and all text shown **underlined and bolded** shall be added)

*719.3 Park Plan.*

(I) Signs permitted in Mobile Home Park Districts, including the conditions under which they may be located, are set forth in ~~Article X.~~

**23. Amendment of Appendix B, Zoning Ordinance, Article VII Section 720 Destination Park District (DP).** Sections 720(H) of the Zoning Ordinance is hereby amended as follows:  
(All text in ~~strike through~~ shall be deleted and all text shown **underlined and bolded** shall be added)

(H) The plat shall be drawn to scale by a registered civil engineer or land surveyor, and show exact dimensions of the parcels of land under consideration. The elements to be shown are as follows:

~~3. Signs: Signs shall meet the requirements as established and approved by the Planning Commission and County Council.~~

**24. Amendment of Appendix B, Zoning Ordinance, Article VII Section 723.1 Forestbrook South Myrtle Beach Area Signage Overlay Zone.** Sections 723.1 of the Zoning Ordinance is hereby deleted in its entirety.

**25. Amendment of Appendix B, Zoning Ordinance, Article VII Section 723.3 Highway 501 Overlay Zone.** Sections 723.3(E)(13)[8] Signage of the Zoning Ordinance is hereby deleted and replaced as follows:

(13) [8] *Signage* . The following standards shall apply to signage:

a. Temporary wall signage.

One (1) Temporary wall banner on a property which has received a zoning compliance for a new business within the last 30 days

b. Temporary ground sign

1. One (1) on-site temporary sign not exceeding eight (8) feet in height or sixteen (16) square feet in size; or
2. One (1) temporary sign, no more than thirty-two (32) square feet in area, located on the property on which there is an active building permit or an active stormwater permit.

c. Prohibited signs. The following signs shall be prohibited in the corridor:

1. Animated signs and full motion video signs are prohibited
2. Temporary signs except as allowed above.

**26. Amendment of Appendix B, Zoning Ordinance, Article VII Section 723.4 Highway 544 Overlay Zone.** Sections 723.4(E)(9) Signage of the Zoning Ordinance is hereby deleted and replaced as follows:

(9) Signage.

a. On-site signage requirements

**Signage Allowed by Road Frontage**

Type of Property	Length of Frontage	Number (2)	Type	Height	Sign Area (1,3)
Freestanding parcel	Less than 200 feet	1	Ground Sign	8 feet	½ sq. ft. for each linear ft. of frontage
Freestanding parcel	200—399 feet	1	Freestanding	25 feet	½ sq. ft. for each linear ft. of frontage
Freestanding parcel	More than 400 feet or portion thereof up to 799 feet	1	Freestanding "primary"	35 feet	½ sq. ft. for each linear ft. of frontage up to 400 feet plus 1 sq. ft. for each linear ft. of frontage over 400 feet.
	Each additional 400 feet of frontage	1	Freestanding "secondary"	25 feet	
Commercial Subdivision Development	< 400feet	1	Freestanding "primary"	35 feet	½ sq. ft. for each linear ft. of frontage up to 400 feet plus 1 sq. ft. for each linear ft. of frontage over 400 feet.
	≥400 feet	1	Freestanding "secondary"	25 feet	
Out-parcel of a commercial subdivision development	Less than 400 feet (4)	1	Ground Sign	8 feet	½ sq. ft. for each linear ft. of frontage

Notes:

1. A minimum of 50 square feet of sign area will be allowed for all parcels.
2. Maximum three (3) freestanding signs per parcel or per Commercial.
3. Maximum sign area for the East Highway 544 section located to the south of the Highway 544 right-of-way shall have a maximum of 200 square feet. Maximum sign area per site shall be no greater than 750 sf.
4. Outparcels with greater than 400feet of frontage will be reviewed under the freestanding parcel.

b. *Prohibited signs.* The following signs shall be prohibited in the corridor:

Animated signs and full motion video signs are prohibited

**27. Amendment of Appendix B, Zoning Ordinance, Article VII Section 723.5 Highway 707 Overlay Zone.** Sections 723.5(L) Sign Regulations of the Zoning Ordinance is hereby deleted and replaced as follows:

(L) *Sign regulations.*

(1) Off-premise signage.

No new or additional off-premise signs shall be permitted in the Overlay Zone.

(2) On-premise signs.

**Signage Allowed by Road Frontage**

Type of Property	Length of Frontage	Number (1,2)	Type	Height	Sign Area
Freestanding parcel	≥200ft	1	Ground Sign	12 feet	1 sq. ft. for every 1 linear foot of frontage—not to exceed 400 sq. ft.
Freestanding parcel	Less than 200ft	1		8 feet	
Commercial Subdivision Development (3)	N/A	1		12 feet	

Notes:

1. Maximum two (2) signs per parcel.
2. Signs shall have a minimum separation of fifty (50) feet.
3. Outparcels to a Commercial Subdivision Development will be reviewed as Freestanding Parcels.

(3) Temporary Signs

One (1) Temporary wall banner on a property which has received a zoning compliance for a new business within the last 30 days

(4) Prohibited signs.

- a. Temporary signs shall be prohibited except as allowed above.
- b. Changeable manual signs are prohibited in the Overlay.
- c. Animated signs and full motion video signs are prohibited

**28. Amendment of Appendix B, Zoning Ordinance, Article VII Section 723.6 Burgess Area Overlay Zone.** Sections 723.6 (L) Sign Regulations of the Zoning Ordinance is hereby deleted and replaced as follows:

(L) *Sign regulations.*

(1) Off-premise signage.

No new or additional off-premise signs shall be permitted in the overlay zone.

(2) On-premise signs.

**Signage Allowed by Road Frontage**

Type of Property	Length of Frontage	Number (1,2)	Type	Height	Sign Area
Freestanding parcel	Less than 200ft	1	Ground Sign	8 feet	1 sq. ft. for every 1 linear foot of frontage—not to exceed 400 sq. ft.
Freestanding parcel	≥200ft	1		12 feet	
Commercial Subdivision Development(3)	N/A	1		12 feet	

Notes:

1. Maximum two (2) signs per parcel.
2. Signs shall have a minimum separation of fifty (50) feet.
3. Outparcels to a Commercial Subdivision Development will be reviewed as Freestanding Parcels.

(3) Temporary Signs

One (1) Temporary wall banner on a property which has received a zoning compliance for a new business within the last 30 days

(4) Prohibited signs.

- a. Temporary signs shall be prohibited except as allowed above
- b. Animated signs and full motion video signs are prohibited
- c. Changeable manual signs and portable signs shall be limited only to parcels which contain either a produce stands or a church.

**29. Amendment of Appendix B, Zoning Ordinance, Article VII Section 723.7 Little River Area Overlay Zone.** Sections 723.7 (G)(12) Sign Regulations of the Zoning Ordinance is hereby deleted and replaced as follows:

(12) *Sign Regulations.*

(1) Off-Premise Signage. Off premises advertising signage shall be prohibited except as follows:

- a. Digital billboards may be permitted as a replacement of existing non-digital billboard signage and only as a two for one replacement. Two legally existing non-digital billboards within the overlay must be removed to allow for the installation new digital billboard.
- b. Digital billboards must meet a separation of 2,400 feet from other digital billboards.
- c. Digital billboards cannot be located within 500 feet of an existing residence. This distance shall be measured from the actual billboard location to the nearest property boundary of the nearest residentially used property.

(2). On-premise Signage:

a. Allowed Signage

**Signage Allowed by Road Frontage**

Type of Property	Length of Frontage	Number	Type	Height	Sign Area
Freestanding Parcel	<300ft	1	Ground	12 feet	32sf
	300-499 ft	1		25 feet	48sf
	≥500	2		25 feet	64sf per individual sign or up to a total of 100sf between two signs.
Commercial Subdivision Development	N/A	1	Ground	25feet	100 sf

Notes:

1. Outparcels to a Commercial Subdivision Development will be reviewed as Freestanding Parcels.

b. Design Standards for on premise signage

- 1. Changeable Copy or Digital Signage. Signs may have up to 50% of the permitted copy area as changeable copy(manual or automatic) or digital. Replacing existing LED/electronic/ or manually changeable signage with digital signage shall be considered ordinary maintenance as long as the existing sign structure is capable of supporting the additional weight, the total signage size is not increased and the digital sign does not exceed more than fifty (50) of the total existing sign.
- 2. The maximum size of the background structure of a sign shall not exceed one hundred ten (110) percent of the total square footage of copy area.

(c) Building Signs. Building signs shall be limited to the following:

**Building Signage Allowed Per Tenat Frontage**

Type of Deveopment	Number	Sign Area
Single Tenant Development	1	<ul style="list-style-type: none"><li>• One (1) sf per one (1) lf of building frontage.</li><li>• Additional One Half (1/2) sf for every lf of building frontage for buildings located beyond one hundred (100) feet from the right-of-way.</li></ul>
Multi Tenant Development	1	<ul style="list-style-type: none"><li>• 2.0 square feet for every linear foot of store frontage.</li></ul>

Design Standards for building signage

1. The maximum size of sign letters and logos, including any sign backgrounds, shall be twenty-four (24) inches in height for single tenants.
2. The maximum height of letters and logos for anchor tenants in a retail center shall not exceed twenty (20) percent of the building height.
3. The length of the sign may occupy up to fifty (50) percent of the linear feet of the storefront the business occupies.
4. Maximum size is 150sf.

(3) Temporary signage.

a. Temporary wall signage.

One (1) Temporary wall banner on a property which has received a zoning compliance for a new business within the last 30 days

b. Temporary ground sign

1. One (1) on-site temporary sign not exceeding eight (8) feet in height or sixteen (16) square feet in size; or
2. One (1) temporary sign, no more than thirty-two (32) square feet in area, located on the property on which there is an active building permit or an active stormwater permit.

(4) Prohibited Signs.

- a. Temporary signs shall be prohibited except as allowed above.
- b. Animated signs and full motion video signs are prohibited

**29. Amendment of Appendix B, Zoning Ordinance, Article VII Section 723.9 Socastee Boulevard Overlay Zone.** Sections 723.9 (M) Sign Regulations of the Zoning Ordinance is hereby deleted and replaced as follows:

(M) Sign regulations.

(1) On-premise signs.

**Signage Allowed by Road Frontage**

Type of Property	Length of Frontage	Number	Type	Height	Sign Area
Freestanding parcel	≤100 LF	1	Ground	8 feet	One (1) sf per one (1) lf of frontage up to a maximum of 500 sf
	100 to 199 LF	1	Freestanding	20 feet	
	200 to 399 LF	1		30 feet	
	≥400 LF	2		40 feet	
Commercial Subdivision Development	N/A	1	Freestanding	40 feet	
Out-parcel of a commercial subdivision development (1)	<400 feet	1	Ground	8 feet	

Notes:

1. Outparcels with greater than 400feet of frontage will be reviewed under the freestanding parcel.

(2) Temporary

a. Temporary wall signage

One (1) Temporary wall banner on a property which has received a zoning compliance for a new business within the last 30 days

b. Temporary ground sign

1. One (1) on-site temporary sign not exceeding eight (8) feet in height or sixteen (16) square feet in size; or
2. One (1) temporary sign, no more than thirty-two (32) square feet in area, located on the property on which there is an active building permit or an active stormwater permit.

(3) Prohibited signs. The following signs shall be prohibited in the corridor:

- a. Temporary signage except as allowed above
- b. Animated signs and full motion video signs are prohibited

**30. Amendment of Appendix B, Zoning Ordinance, Article VII Section 723.11 Veteran's Highway Overlay Zone.** Sections 723.11 of the Zoning Ordinance is hereby deleted and replaced as follows:

(A) *Purpose.* The purpose of the Veteran's Highway Overlay Zone is to preserve the exceptional scenic value of the highway and maintain the serene farm field and natural vistas from the highway for all travelers to enjoy.

(B) *Application.* The Veteran's Highway Overlay Zone provides supplemental sign regulations. The overlay zone extends one thousand (1,000) feet of the right-of-way line on either side of Veteran's Highway.

(C) *Applicable Sign Regulations.*

(1) On-site signage

- a. Maximum height of signs shall be 35ft.
- b. No more than one (1) sign per parcel shall be directed towards Veterans Hwy.

(2) Wall signage

- a. One (1) wall sign no greater than 15 percent of the wall area shall be permitted per wall face.
- b. Only one (1) wall sign shall be visible from Veteran's Highway.

(3) *Prohibited signs*

- a. Animated signs and full motion video signs are prohibited

**31. Amendment of Appendix B, Zoning Ordinance, Article VII Section 723.12 Restaurant Row Overlay Zone.** Sections 723.12(M) of the Zoning Ordinance is hereby deleted and replaced as follows:

(M) *Sign regulations.*

(1) On-premise freestanding signs.

**Signage Allowed by Road Frontage**

Type of Property	Length of Frontage	Number	Type	Height	Sign Area
Freestanding parcel	≤50 LF	One (1)	Ground	8 feet	One (1) sf per one (1) lf of frontage up to a maximum of 500
	51 to 99 LF	One (1)	Freestanding	8 feet	
	100 to 199 LF	One (1)		20 feet	
	200-399 LF	One (1)		30 feet	
	≥400 LF	Two (2)		40 feet	
Commercial Subdivision Development	N/A	1	Freestanding	40 feet	
Out-parcel of a commercial subdivision development (1)	<400 feet	1	Ground	8 feet	

Notes:

1. Outparcels with greater than 400feet of frontage will be reviewed under the freestanding parcel.

(3) Prohibited signs

Animated signs and full motion video signs are prohibited

**32. Amendment of Appendix B, Zoning Ordinance, Article VII Section 723.14 South Kings Highway Overlay Zone.** Sections 723.14(L) of the Zoning Ordinance is hereby deleted and replaced as follows:

(L) *Sign regulations.*

(1) *Off-premise signage.* No new or additional off-premise signs shall be allowed or permitted in the defined area of this corridor Overlay Zone unless it meets the following:

- a. Off-premise signs must be one thousand two hundred (1,200) feet apart except for digital billboards which must meet a separation of two thousand four hundred (2,400) feet from other digital billboards.
- b. Digital billboards cannot be located within five hundred (500) feet of a residential zone or used property.

(2) *On-premise signs.*

a. Allowed Signage

**Signage Allowed by Road Frontage**

Type of Property	Length of Frontage	Number	Type	Height	Sign Area
Freestanding Parcel	<150 LF	1	Ground	8 feet	50 sf
	150 to 499 LF	1	Freestanding	25 feet	One-half (.5) sf per one (1) linear foot of frontage up to a maximum of 200 sf
	≥500 LF	2			
Commercial Subdivision Development	<1000 LF	1	Freestanding "primary"	25 feet	
	≥1000 LF	1	Freestanding "secondary"	25 feet	
Out-parcel of a commercial subdivision development	N/A	1	Ground	8 feet	One-half (.5) sf per one (1) linear foot of frontage up to a maximum of 200 sf

b. Signage Design standards

1. Maximum number of tenant sign panels incorporated into the freestanding sign:
2. Parcel(s) less three (3) acres may have up to six (6) tenant panels.
3. Parcel(s) greater than or equal to three (3) acres may have up to eight (8) tenant panels.
4. The maximum size of the background structure of a sign shall not exceed one hundred ten (110) percent of the total square footage of copy area. Branded architectural elements shall not count as background structure.
5. The portion of the sign on which tenant names are displayed does not exceed eighty-five (85) percent of the total sign area; and
6. Branded architectural elements shall not count towards the maximum allowable copy area. Branded elements shall not exceed thirty (30) percent of the allowed copy area. Area shall be measured as the smallest box capable of containing all design elements.

(3) Building signs:

**Building Signage Allowed by Tenat Frontage**

Type of Deveopment	Number of Signs	Sign Area Computation (1)
Single Tenant	One (1) building signs per tenant frontage	<ul style="list-style-type: none"><li>• One (1) sf per one (1) lf of building frontage.</li><li>• Additional One Half (1/2) sf for every lf of building frontage for buildings located beyond one hundred (100) feet from the right-of-way.</li></ul>
Multi Tenant	One (1) building signs are permitted per tenant frontage.	<ul style="list-style-type: none"><li>• Two (2) square feet for every lf tenant frontage.</li><li>• The length of the sign may occupy up to seventy-five (75) percent of the linear feet of the storefront the business occupies.</li></ul>

Notes:

1. The size of an individual sign shall not exceed one hundred fifty (150) square feet.

(4) Temporary and other.

a. Temporary wall signage.

One (1) Temporary wall banner on a property which has received a zoning compliance for a new business within the last 30 days

b. Temporary ground sign

1. One (1) on-site temporary sign not exceeding eight (8) feet in height or sixteen (16) square feet in size; or
2. One (1) temporary sign, no more than thirty-two (32) square feet in area, located on the property on which there is an active building permit or an active stormwater permit.

(5) Prohibited signs. The following signs shall be prohibited in the overlay:

- a. Animated and full motion video signs are prohibited.
- b. Temporary signs except for what is allowed above.

**33. Amendment of Appendix B, Zoning Ordinance, Article VII Section 723.15 Hwy 17 Business South Overlay Zone.** Sections 723.15(M) of the Zoning Ordinance is hereby deleted and replaced as follows:

(M) *Sign regulations.*

(1) *On-premise freestanding signs.*

**Signage Allowed by Road Frontage**

Type of Property	(Linear feet of road frontage) LF	Number (1)	Type	Height	Sign Area
Freestanding Parcel	≤50LF	1	Ground	12 feet	One (1) sf per linear foot of frontage up to a maximum of 500 sf One (1) sf per linear foot of frontage up to a maximum of 200 sf
	51 to 99 LF	1	Freestanding	20 feet	
	100 to 399 LF	1		30 feet	
	≥400 LF	2		40 feet	
Commercial Subdivision Development	N/A	1	Freestanding		
Out-parcel of a commercial subdivision development (2)	<400 feet	1	Ground	Ground	

Notes:

1. The minimum separation for all signs on a parcel shall be at least two hundred (200) linear feet.
2. Outparcels with greater than 400feet of frontage will be reviewed under the freestanding parcel.

(2) *Temporary and other.*

a. Flags are allowed as follows:

1. Only two (2) flags shall be permitted.
2. The flags shall not be flown higher than a 35-foot pole, measured from grade.
3. Only one flag per pole up to six (6) feet by ten (10) feet, or two (2) flags per pole up to four (4) feet by six (6) feet, may be flown.
4. The flag pole shall not be located within ten (10) feet of any adjacent right-of-way.

b. Temporary wall signage.

One (1) Temporary wall banner on a property which has received a zoning compliance for a new business within the last 30 days

c. Temporary ground sign

1. One (1) on-site temporary sign not exceeding eight (8) feet in height or sixteen (16) square feet in size; or
2. One (1) temporary sign, no more than thirty-two (32) square feet in area, located on the property on which there is an active building permit or an active stormwater permit.

(3) *Prohibited signs.* The following signs shall be prohibited in the corridor:

a. Temporary signs except for what is allowed above

**34. Amendment of Appendix B, Zoning Ordinance, Article X Sign Regulations.** Article X Sign Regulations is hereby deleted and replaced as follows:

## **ARTICLE X. - SIGN REGULATIONS**

### **1000. - Purpose.**

The purpose of this section of the Horry County Zoning Ordinance is to provide fair and comprehensive regulations that will:

- (a) Provide a pleasing overall environmental setting and good community appearance which is deemed vital to tourism and to the continued economic attractiveness of the county;
- (b) Allow signs appropriate to the planned character of each zoning district;
- (c) Promote highway safety, the welfare and comfort of travelers, the convenience of the public, and the enjoyment of public travel;
- (d) Restrict private signs which overload the public's capacity to receive information and increase the probability of accidents by distracting attention or obstructing vision;
- (e) Protect property values within the county; and
- (f) Reduce conflict among private signs and between private and public information systems.

### **1001. - Scope of this article.**

The provisions set forth in this article shall apply and govern in all districts, and shall regulate the construction, erection, alteration, use, location, size and height of all signs, regardless of their cost of construction. The zoning provisions of this article shall not apply to:

- (a) Signs not visible beyond the boundaries of the lot or parcel upon which they are situated or from any public thoroughfare, right-of-way, or beach.
- (b) Traffic signs, and all other signs, erected or maintained by a governmental body or agency, including danger signs and signs of businesses on governmental property. Signs of a commercial nature shall not be exempt.

### **1002. - Definitions.**

Except as specifically defined herein, all words used in Article X have their customary dictionary definitions. For the purpose of the sign ordinance, certain words or terms used are herein defined as follows:

**Abandoned Sign:** A sign located on a property where no building is located or where the use of the property has been removed and where there is no permitted use for a period of ninety (90) days; a sign which is damaged, in disrepair, or vandalized and not repaired within ninety(90) days.

**Administrative Officer:** The local official (i.e. Zoning Administrator) or designated agent responsible for granting permits and enforcement of the provisions of this article.

**Animation:** The movement, or optical illusion of movement of any part of the sign or any part of the sign structure, design or pictorial segment, including the movement of any illumination or the flashing or varying of light intensity.

**Architectural feature:** means any construction attending to, but not an integral part of the sign, such as, by way of example not limitation, landscape, building, or structural forms that enhance the site in general; it also includes, graphic stripes and other architectural painting techniques applied to a structure that

serves a functional purpose, or when the stripes or other painting techniques are applied to a building provided such treatment does not include lettering, logos or pictures.

**Awning:** A cloth, plastic or other nonstructural covering that projects from a wall for the purpose of shielding a doorway or window. An awning is either permanently attached to a building or can be raised or retracted to a position against the building when not in use.

**Awning sign:** Any sign painted on, or applied to an awning.

**Background structure:** means the parts of a sign, exclusive of the copy area, such as beams, buttresses, poles, cables, and stringers, which support the sign face.

**Balloon Sign:** A lighter-than-air, gas filled balloon, tethered in a fixed location, which contains an advertisement message on its surface or attached to the balloon in any manner.

**Banner:** Any cloth, bunting, plastic, paper, or similar non-rigid material attached to any structure, staff, pole, rope, wire, or framing which is anchored on two or more edges or at all four corners. Banners are temporary in nature and do not include flags.

**Beacon Lighting:** Any source of electric light, whether portable or fixed, the primary purpose of which is to cast a concentrated beam of light generally skyward as a means of attracting attention to its location rather than to illuminate any particular sign, structure, or other object.

**Building frontage:** The maximum linear width of a building measured in a single straight line parallel, or essentially parallel, with the abutting street, commercial access easement or parking lot. Where a building is arranged to include establishments with exterior public entrances but no wall space facing a street, the horizontal dimension of one wall of each such establishment, which faces a mall, or other private way may be considered to be building frontage.

**Building identification sign:** A sign bearing only the name, number(s), letter(s), and/or symbol which identifies a particular building.

**Building mounted sign.** This shall include any signage that is attached to the building including but not limited to awning signs, banners, blade signs canopy signs, wall signage

**Canopy.** A structure other than an awning made of fabric, metal, or other material that is supported by columns or posts affixed to the ground and may also be connected to a building.

**Canopy Sign:** Any sign that is part of, or attached to a canopy.

**Changeable copy sign:** A sign or portion thereof on which the copy or symbols change either automatically through electrical or electronic means, or manually through placement of letters or symbols on a panel mounted in or on a track system. The two types of changeable-copy signs are manual changeable copy signs and electronic changeable copy signs, which include: message center signs, digital displays, and Tri-Vision Boards.

**Channel Letter Sign:** A sign consisting of fabricated or formed three-dimensional letters, individually applied to a wall or raceway, which may accommodate a light source.

**Clearance:** The distance above the walkway, or other surface if specified, to the bottom edge of a sign. This term can also refer to a horizontal distance between two objects.

**Collocated Signage:** Signage where adjacent parcels and/or business can locate signage on the same sign.

**Commercial Parking Lot Light Pole Banners.** A banner specifically designed to be installed on light poles within commercial parking area.

**Digital Display:** The portion of a sign message made up of internally illuminated components capable of changing the message. Digital displays may include but are not limited to LCD, LED, or plasma displays.

**Dimming:** changing the brightness of a display, or the capability of increasing or decreasing the overall display intensity. The brightness level should be highest during the day to compete with daylight, and lower at night.

**Directional Sign:** Signs designed to provide direction to pedestrian and vehicular traffic into and out of, or within a site.

**Dissolve:** means a transition between static message displays that is achieved with varying light intensity and where the first message gradually appears to dissipate and lose legibility simultaneous to the gradual appearance and legibility of the subsequent message.

**Double-faced sign:** A sign with two (2) faces which are usually parallel, but may be v-shaped if the angle of v is no greater than forty-five (45) degrees.

**Fade:** means a transition between static message displays that is achieved with varying light intensity and where the first message gradually loses light intensity to the point of not being legible and the subsequent message gradually increases intensity to the point of legibility.

**Feather flag (aka harpoon flag):** A sign that contains a harpoon style pole or staff driven into the ground for support.

**Flag:** Any sign printed or painted on cloth, plastic, canvas, or other like material with distinctive colors, patterns, or symbols attached to a pole or staff and anchored along only one edge or supported or anchored at only two corners.

**Flashing Sign:** A sign whose artificial illumination is not kept constant in intensity at all times when in use and which exhibits changes in light, color, direction, or animation. This definition does not include electronic message centers signs or digital displays that meet the requirements set forth herein.

**Freestanding sign:** A sign supported by a sign structure placed in the ground and which is wholly independent of any building, fence, vehicle or object (other than the sign structure) for support. This sign type includes pole signs, monument and ground mounted signs.

**Frontage:** The length of the property line of any one (1) premises serving as a public street right-of-way line.

**Government or Regulatory Sign:** A government sign is a sign that is constructed, placed or maintained by the federal, state or local government or a sign that is required to be constructed, placed or maintained by the federal, state or local government either directly or to enforce property owner's rights.

**Ground Sign:** A sign supported by uprights or braces which is placed on, near or at ground level. All supports, upright, bracing or framework utilized or proposed to support the sign, shall be enclosed within

the sign base area. The enclosed base must possess a minimum width of two-thirds (  $2/3$  ) the width of the sign face., and which is not attached to any building. The definitions of ground sign and pole sign are mutually exclusive.

**Height of sign:** The vertical distance measured from the ground to the top of the sign face or background sign structure measured from the centerline of the adjacent right of way (ROW) or if the sign is more than 50ft from the (ROW) it will be measured from the adjacent grade..

**Illuminated Sign:** A sign with electrical equipment installed for illumination, either internally illuminated through its sign face by a light source contained inside the sign or externally illuminated by a light source aimed at its surface.

**Incidental Sign:** A sign that displays general site information, instructions, directives, or restrictions that are primarily oriented to pedestrians and motor vehicle operators who have entered a property from a public street. These signs shall not contain any commercial advertising.

**Incidental Window Sign:** Signs displayed in the window displaying information such as the business' hours of operation, credit institutions accepted, commercial and civic affiliations, and similar information. These signs shall be informational only and shall not contain a commercial message.

**Inflatable Sign:** A sign that is an air-inflated object, which may be of various shapes, made of flexible fabric, resting on the ground or structure and equipped with a portable blower motor that provides a constant flow of air into the device.

**Interactive Sign:** An electronic or animated sign that reacts to the behavior or electronic signals of motor vehicle drivers.

**Interior project directional sign:** A sign located no closer than 100 feet from the exterior public street entrance of a nonresidential project, at a street intersection or along a private driveway within the project. The purpose of this sign is to provide more definitive directional whereabouts of the tenants within the nonresidential project.

**Manual Changeable Copy Sign:** A sign or portion thereof on which the copy or symbols are changed manually through placement or drawing of letters or symbols on a sign face.

**Marquee:** A permanent structure, other than a roof or canopy, attached to, supported by, and projecting from a building and providing protection from the elements.

**Marquee Sign:** Any sign attached to a marquee for the purpose of identifying a use or product. If attached to a theater, performing arts center, cinema, or other similar use, it may also advertise films or productions.

**Mechanical Movement Sign:** A sign having parts that physically move rather than merely appear to move as might be found in a digital display. The physical movement may be activated electronically or by another means, but shall not include wind-activated movement such as used for banners or flags. Mechanical movement signs do not include digital signs that have changeable, programmable displays.

**Menu Sign:** A permanent sign for displaying the bill of fare available at a restaurant, or other use serving food, or beverages.

**Message Sequencing:** The spreading of one message across more than one sign structure.

**Multi-Tenant Sign:** A freestanding sign used to advertise businesses that occupy a shopping center or complex with multiple tenants.

**Mural:** A large picture/image (including but not limited to painted art) which is painted, constructed, or affixed directly onto a vertical building wall, which may or may not contain text, logos, and/ or symbols.

**Neon Sign:** A sign illuminated by a neon tube, or other visible light-emitting gas tube, that is bent to form letters, symbols, or other graphics.

**Nonconforming Sign:** A sign that was legally erected and maintained at the effective date of this Ordinance, or amendment thereto, that does not currently comply with sign regulations of the district in which it is located.

**Off-premises sign:** A sign that identifies or communicates a message related to an activity conducted, a service rendered, or commodity sold, which is not the primary activity, service or commodity on the premises where the sign is located. An outdoor sign whose message directs attention to a specific business, product, service, event or activity, or other commercial or noncommercial activity, or contains a non-commercial message about something that is not sold, produced, manufactured, furnished, or conducted on the premises upon which the sign is located. (Also known as a **third-party sign, billboard, or outdoor advertising**)

**On-premises sign:** A sign that identifies or communicates a message related to the activity conducted, the service rendered, or the commodity sold, on the premises upon which the sign is located. A sign whose message and design relate to an individual business, profession, product, service, event, point of view, or other commercial or non-commercial activity sold, offered, or conducted on the same property where the sign is located.

**Pennant:** a triangular or irregular piece of fabric or other material, commonly attached in strings or strands, or supported on small poles intended to flap in the wind.

**Permanent Sign:** A sign attached or affixed to a building, window, or structure, or to the ground in a manner that enables the sign to resist environmental loads, such as wind, and that precludes ready removal or movement of the sign and whose intended use appears to be indefinite.

**Personal Expression Sign:** An on-premises non-illuminated sign that expresses a non commercial message.

**Reflective Sign:** A sign containing any material or device which has the effect of intensifying reflected light.

**Projecting Sign.** A sign mounted on a building wall or fascia in such a manner that one or more copy areas are not parallel to the building wall.

**Roof Sign.** Any sign that extends above the parapet wall or above the peak of the principal roofline on a building with a sloping roof.

**Sandwich Board Sign:** A type of temporary sign consisting of two faces connected and hinged at the top and whose message is targeted to pedestrians (Also known as **A-frame sign**)

**Scoreboard:** A sign contained within an athletic venue and intended solely to provide information to the attendees of an athletic event. The sign may contain commercial messaging.

**Security Sign:** An on-premises sign regulating the use of the premises, such as a “no trespassing,” “no hunting,” or “no soliciting” sign. (Also known as **warning sign**)

**Shielded:** The description of a luminaire from which no direct glare is visible at normal viewing angles, by virtue of its being properly aimed, oriented, and located and properly fitted with such devices as shields, barn doors, baffles, louvers, skirts, or visors.

**Sign:** A Name, identification, description, display or illustration, which is affixed to, painted or represented directly or indirectly upon a building, or other outdoor surface which directs attention to or is designed or intended to direct attention to the sign face or to an object, product, place, activity, person, institution, organization or business. Signs located completely within an enclosed building and not exposed to view from a street, must not be considered a sign. Each display surface of a sign or sign face must be considered to be a sign.

**Sign Face:** The part of the sign that is or can be used for the sign area. The sign area could be smaller than the sign face.

**Snipe Sign:** A sign tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences, public benches, streetlights, or other objects, or placed on any public property or in the public right-of-way or on any private property without the permission of the property owner. (Also known as **bandit sign**)

**Storefront:** The exterior facade of a building housing a commercial use visible from a street, sidewalk, or other pedestrian way accessible to the public and containing the primary entrance to the commercial establishment..

**Streamers:** A display made of lightweight, flexible materials, consisting of long, narrow, wavy strips hung individually or in a series, with or without a logo or advertising message printed or painted on them and typically designed to move in the wind.

**Street Frontage:** The side or sides of a lot abutting on a public street or right-of-way.

**Street Pole Banner:** A banner suspended above a public sidewalk and attached to a single street pole. These signs shall not contain any commercial advertising.

**Temporary Sign.** A banner, pennant, poster or advertising display constructed of paper, cloth, canvas, plastic sheet, cardboard, wallboard, plywood or other like materials and is intended to be displayed for a limited period of time. Any sign designed or intended to be readily relocated. The term includes signs on wheels or on portable structures, tent signs, A-frame signs and similar devices and any sign not secured or securely affixed to the ground or a permanent structure.

**Tri-Vision Boards:** An outdoor unit with a slatted face that allows three different copy messages to revolve at intermittent intervals.

**Vehicular Sign:** A sign affixed to a vehicle in such a manner that the sign is used primarily as a stationary advertisement for the business on which the vehicle sits or is otherwise not incidental to the vehicle’s primary purpose. The vehicle will be considered a sign if it does not have a valid registration or

if the vehicle projects beyond the manufacturers profile. Professional wraps or vehicles used as a common part of the business will not be considered vehicular signs.

**Vending Machine Sign:** A sign displayed on a vending machine indicating the name of the product being sold and/or the price of such product.

**Wall Sign:** A building-mounted sign which is either attached to, displayed on, or painted on an exterior wall in a manner parallel with the wall surface. A sign installed on a false or mansard roof is also considered a wall sign. (Also known as: **fascia sign, parallel wall sign, or band sign**)

**Window Sign:** Any sign that is applied, painted, or affixed to a window, or placed inside a window, within three (3) feet of the glass, facing the outside of the building, and easily seen from the outside. Customary displays of merchandise or objects and material without lettering behind a store window are not considered signs.

### **1003. - General provisions.**

It shall be illegal for a sign to be placed in Horry County except as provided in this article.

(a) Traffic hazards and sign illumination:

1. No flood lights shall be utilized as a part of a sign illumination system which are not hooded or shielded so that the light source is not visible from any public right-of-way or adjacent property nor shall any sign otherwise reflect or emit a glaring light so as to impair driver vision.
2. No sign illumination system shall contain or utilize any beacon, spot, search or stroboscopic light or reflector which is visible from any public right-of-way or adjacent property, nor shall such lights be operated outside, under any circumstances, except by authorized public agencies. No more than one (1) foot-candle of light shall be detectable at the boundary of any abutting property.
3. Illuminated signs or sign lighting devices shall employ only lights emitting a light of constant intensity and no sign shall be illuminated by or contain flashing, intermittent or moving light or lights unless permitted under the allowance for full animation signs as permitted by this overlay
4. No sign shall be animated unless otherwise provided for in this ordinance.

(b) Design standards:

1. All signs shall be constructed of durable materials and designed to meet all applicable requirements of the adopted Building Code.
2. A freestanding sign may contain a sign or signs on one (1) side only or it may be a v-shaped structure or one containing signs back-to-back. A free standing sign shall not have more than 2 sides.
3. No freestanding sign may be located in a required parking space, however it may cantilever over a required parking space if the sign portion over the space is greater than 15ft above grade of the space.
4. Except as otherwise provided, all signs shall be constructed to withstand the wind pressure as designated in the adopted Building Code.
5. Except as otherwise provided, all signs shall be permanently anchored or affixed and constructed as required in the adopted Building Code.
6. Sign Location
  - a. All freestanding signs shall be erected at least ten (10) feet from any side or rear property line. The sign shall be located outside all clear site triangles and a minimum of ten (10) feet from the edge of the travel way. No sign shall be placed in such a position as to endanger pedestrians, bicyclists, or traffic on a street by obscuring the view or by interfering with official street signs or signals by virtue of position or color.

- b. Minimum separation for all onsite freestanding signs shall be at least two hundred (200) linear feet.

7. Signs in disrepair and unsafe signs:

- a. All signs, together with all their supports, braces, guys and anchors shall be kept in good repair and perpetually maintained in safe condition, free from deterioration, defective or missing parts or peeling or faded paint and able to withstand the required wind pressure. Any sign not in compliance with this provision is hereby declared to be a nuisance.
- b. If a sign is deemed unsafe by the Zoning Administrator or the Building Official, notification shall be made to the sign owner and/or property owner in writing that the unsafe conditions must be corrected within thirty (30) days or action shall be initiated to have the sign removed at the property owner's expense.
- c. In the event that a sign is damaged in excess of fifty (50) percent of its construction value or original structural configuration, the sign may only be repaired or replaced in conformity with this article. This excludes sign faces that are not an integral part of the structure.
- d. Except as otherwise provided, no existing sign which fails to meet the standards of this article shall be enlarged or replaced

(c) Digital Sign Standards

1. Brightness: Digital displays are subject to the following brightness limits:

- a. 1,000 nits at night. If sign is within 200ft of residential (zone or use) the sign must be directed away from the residential zone or it may be reduced to 250 nits brightness at night.
- b. Each sign must have a light sensing device that will automatically adjust the brightness of the display as the natural ambient light conditions change. (Permit application must include details from the manufacturer of sign indicating that the sign will automatically dim at night)

2. Animation and/or duration:

- a. No sign on a parcel with less 300lf of frontage shall be animated.
- b. No digital shall be animated except for ten (10) percent of total allowable area in the Highway Commercial (HC) District and twenty (20) percent on signs in the Amusement Commercial (AC) District
- c. Each message or copy must remain static or fixed for at least eight (8) seconds. The transition between messages and/or copy shall changing instantly. (e.g., no fade-out or fade-in)The sign shall contain a default design which shall freeze the sign message in one position if a malfunction should occur.

3. Area:

- a. When used as an on-premises sign, digital signs shall not exceed 50% of the allowable sign area,
- b. When used as an off-premises sign, message center signs may be used for the full permitted sign area.

4. Maximum Number:

Where permitted, one (1) digital sign is permitted per street frontage, up to a maximum of two (2) digital freestanding signs per property.

5. Conversion of an existing or any portion of an existing non digital sign to a digital shall require the issuance of a permit.

**1004. - Prohibited signs.**

- (a) Roof signs.
- (b) Signs painted or attached to trees, fences, or fence posts, telephone or utility poles or signs attached to rocks or other natural features.
- (c) Any commercial identification or advertising signs on benches and refuse containers intended to be viewed from a public way.
- (d) Any sign located or designed so as to intentionally or effectively deny an adjoining property owner reasonable visual access to an existing sign.
- (e) Vehicular sign.
- (f) Any sign which exhibits statements, words or pictures of an obscene or pornographic nature.
- (g) Animated signs unless specifically allowed by this ordinance.
- (h) Signs attached to or painted on piers, seawalls or bulkheads for the purpose of advertising as opposed to reasonable identification. Signs on buildings located on piers shall not be prohibited, but shall conform to the other provisions of this article.
- (i) Abandoned Sign
- (j) Flashing signs
- (k) Snipe signs
- (l) Mechanical movement signs, including revolving signs
- (m) Pennant strings and streamers
- (n) Inflatable devices or balloon signs, with the exception of balloon used in temporary, noncommercial situations.
- (o) Any signs that imitate, resemble, interfere with, or obstruct official traffic lights, signs, or signals or may be confused with an official traffic sign, signal, or device or any other official sign or which uses the words, "stop," "warning," "danger," "caution" or similar words implying the existence of danger or need for stopping or maneuvering.

**1005. - Signs for which a permit is not required.**

- (a) On-site signs no higher than four (4) feet high in height nor greater than six (6) square feet in size. A maximum of one (1) such sign shall be allowed at each point of ingress or egress and located outside required site triangles.
- (b) Government, Official traffic signs or regulatory signs
- (c) Flat mounted building signs smaller than four (4) square feet per building. Such signs may be mounted on the building, canopy or awning.
- (d) Personal expression signs of any type, including flags, provided that they do not exceed three (3) sq. ft. in area per side. There is no restriction on the number of personal expression signs permitted per property.
- (e) Window signs.
  - 1. No more than eight (8) total signs or pieces of information
  - 2. Limited to 25% of the total glass area of the window (3) Incidental window signs displaying pertinent business information such as the business' hours of operation and credit cards accepted, shall be excluded from area calculations for window signs.
- (f) Flags
  - 1. Limited to three (3) total flags per location; unless associated with outdoor amusement uses.
  - 2. Flags and pennants associated with legally existing or permitted outdoor amusement uses are not limited in number provided individual flags or pennants do not exceed fifteen (15) square feet in size.
  - 3. Flags must be on permanent poles.
  - 4. Flags must meet a 10ft setback from all property line.
  - 5. Feather flags count towards the temporary signage and not regulated under this provision.
- (g) Commercial Parking lot Pole Banners
  - 1. Must be attached to permanent light standards and set back no less than ten (10) feet from the traveled portion of the road and do not encroach into a right-of-way.
  - 2. The number of such flags/banners shall be limited to no more than one (1) per sixty (60) linear feet of road frontage.
  - 3. Must spaced a minimum of forty-five (45) feet apart.
  - 4. No greater than thirty two (32) square feet in size.
  - 5. Flags/banners shall be properly maintained. They shall not be tattered or torn, nor faded to the extent the pattern or colors become indiscernible.
- (h) Vending machine sign
- (i) Art and murals, provided such signs do not contain any commercial messaging.
- (j) Temporary signs in accordance with these regulations.

**1007. - Application for permit.**

All applications for sign permits shall be made within the Horry County Planning & Zoning Department for review. The following information shall be submitted for a sign permit:

- (a) A completed sign permit application, building permit application and sign permit checklist.
- (b) A master site plan drawn to scale showing the proposed location of the new sign with respect to property lines and any buildings, parking areas and other improvements to the property. Also included must be the location and size of all existing signs on site. For off-site sign applications, all required separations also need to be documented on the plans.
- (c) A rendering of the proposed sign showing the size, shape, design, height, proposed illumination (if applicable) and type of sign to be erected.
- (d) Building signs should indicate the height, length and width of the proposed building façade on which the sign will be placed.
- (e) Information required by Code Enforcement to determine compliance with applicable building codes and wind load requirements.
- (f) Any other information, specifications, photographs, or the like deemed necessary by the building inspector or zoning administrator in order to assure compliance with county codes.

**1008. - Sign dimensional computation.**

(a) Sign Area

- 1. The area of a sign is measured by finding the area of the minimum imaginary box of vertical and horizontal lines which fully enclose all extremities of the sign including design features, words, copy, logos or message, excluding support bases, poles and covers.
- 2. Only one (1) side of a double-faced or V-shaped sign shall be counted in determining area when the interior angle formed by the faces is no greater than forty-five (45) degrees.

(b) Sign Height.

- 1. Height shall be measured as the distance from the highest portion of the sign to the mean finished grade of the street closest to the sign. In the case of a sign located greater than 100 feet from a public street, height shall be measured to the mean grade at the base of the sign.
- 2. Clearance for freestanding and projecting signs shall be measured as the smallest vertical distance between finished grade and the lowest point of the sign, including any framework or other structural elements.

(c) Sign Spacing:

The spacing between sign structures shall be measured as a straight-line distance along the property line between the closest edges of each sign.

**1009. - Signs allowed in specified zoning districts.**

(a) Signs allowed in residential districts:

1. Developments are allowed two (2) entrance signs per entrance if signs are placed on the face of an entrance wall to said development. Such signs shall not exceed fifty (50) square feet per sign face and an aggregate area of one hundred (100) square feet per entrance, nor shall they exceed a height of ten (10) feet. If a double-faced sign is used without the entrance walls, only one (1) such sign is allowed per entrance. Developments that choose to use a boulevard entrance with a sign placed within a landscaped median shall only be permitted if such sign is protected by an six (6) inch raised curb and approval and/or encroachment permit is granted by engineering prior to submittal for a sign permit.
2. One (1) freestanding identification sign for lawful commercial uses provided it shall not exceed forty (40) square feet in area nor ten (10) feet in height. This does not include parcels that are primarily used for residential purposes.

(b) Signs allowed in commercial districts

1. On Site Signage Allowed

**Signage Allowed by Road Frontage**

Type of Property	Length of Corridor Frontage	Number (1)	Type	Height	Sign Area (2,5)
Freestanding parcel	Less than 100 feet	1	Ground	8 feet	1 sq. ft. for each linear ft. of frontage
Freestanding parcel	100- than 199 feet	1	Ground	20 feet	
Freestanding parcel	200--399 feet	1	Freestanding	35 feet	
Freestanding parcel	More than 400 feet or portion thereof up to 799 feet	2	1 - Freestanding "primary"	50 feet	
			1 - Freestanding "secondary"	25 feet	
	Over 800 feet	1 additional	Freestanding "secondary"	25 feet	
Commercial Subdivision Development(3)	More than 400 feet or portion thereof up to 799 feet	2	1 - Freestanding "primary"	50 feet	
			1 - Freestanding "secondary"	25 feet	
	Over 800 feet	1 additional	Freestanding "secondary"	25 feet	
Out-parcel that is part of a commercial subdivision development (4)	Less than 400 feet	1 per frontage	Monument	8 feet	

1. In no instance shall a site have more than three (3) freestanding signs.
2. Maximum sign area per site shall be no greater than 750 sf.
3. Signage for commercial subdivision developments, shall be calculated based on the total roadway frontage, along the roadways that the sign will face, that such development has inclusive of all out-parcels.
4. Signage located on Out-parcels of a commercial subdivision development shall not be counted towards the maximum sign area for the development.
5. Collocated Signage Adjacent parcels and/or business can collocate signage on the same sign as long as the allowable height is not exceeded and the total square footage of signage for the combined developments is not exceeded.

## 2. Building Mounted Requirements

### A. Wall Signs.

Shall not exceed fifteen (15) percent of the surface area of the wall storefront.

### B. Canopy, Awning or Marquee Signs.

- (1) A canopy or awning without lettering or other advertising shall not be regulated as a sign.
- (2) Canopy or awning signs must be centered within or over architectural elements such as windows or doors.
- (3) No awning or canopy sign shall be wider than the building wall or tenant space it identifies.
- (4) Canopy and/or awning signs must meet the required building setbacks.
- (5) The lowest edge of the canopy or awning sign shall be at least eight (8) feet above the finished grade.

### C. Projecting Signs.

The lowest edge of a projecting sign shall be at least eight (8) feet above the finished grade.

## 3. Interior project directional sign

Signs are authorized in all developments or planned subdivisions of land within any nonresidential zoning district subject to the following:

- A. May not be located within 100 feet of an entrance to a project.
- B. Maximum sign area not to exceed 32sf
- C. Maximum sign height shall not exceed 8ft
- D. No setback from the right of way.
- E. Can be located within an easement on nonresidential property within the project.
- F. Can be located within a private right of way/easement. Cannot be located within a public right of way.
- G. Must not be located in such a manner as to block visibility of adjacent signage or any required sight triangles.
- H. Only 1 sign located at each internal intersection within the project.

### **1010. - Off-premises signs.**

(a) Zoning district, off-premise signs are allowed only within the following zoning district(s):

1. Forest/Agriculture (FA) and Commercial Forest Agriculture (CFA).
2. Highway Commercial (HC).
3. Amusement Commercial (AC).
4. Limited Industrial (LI).
5. Heavy Industrial (HI).
6. Reserved.
8. Office/Professional/Institutional (OPI).
9. PUD's containing the zoning districts listed above.
10. Resort Commercial (RC).
11. Commercial Recreation (CR).
12. Retailing and Commercial Services (RSC).
13. Transportation Related Services (TRS).

(b) Spacing. Spacing between off-premise signs shall be measured linearly on the same side of the road. Off-premise signs shall meet the following spaces requirements:

1. One thousand two hundred (1,200) feet apart in Highway Commercial (HC), Amusement Commercial (AC), Limited Industrial (LI), Heavy Industrial (HI), , Office/Professional (OPI), PUD's, Resort Commercial (RC), Commercial Recreation (CR), Retailing and Commercial Services (RSC), and Transportation Related Services (TRS) containing these zoning districts, unless otherwise restricted within this article.
  2. One thousand eight hundred (1,800) feet apart in Forest/Agriculture (FA) and Commercial Forest Agriculture (CFA) zoning districts, unless otherwise restricted within this article.
  3. No portion of any off-premise sign shall be located within one thousand (1,000) feet from the centerlines of the Carolina Bays Parkway, Veterans Hwy 22 Grissom Parkway, Robert Edge Parkway, or International Drive . No portion of any off-premise sign shall be located within five hundred (500) feet from the nearest point of the beginning or ending of pavement widening at the exit from or entrance to Carlina Bays Parkway or Veteran Hwy 22.
  4. No off-premise sign shall be located nearer than three hundred (300) feet from the property line of a church or place of worship, a cemetery, a public or private school, or a public park.
  5. No off-premise sign shall be located nearer than one hundred (100) feet to a signalized intersection of two (2) or more streets. The distance is measured from the closest signal head or span wire.
  6. No off-premise sign shall be located nearer than six hundred (600) feet, measured linearly following the road, to an elevated bridge abutment.
  7. Where state and federal standards are more stringent, those standards shall govern.
  8. In zoning districts that allow off-premise signs, there must be a legally permitted commercial structure within six hundred (600) feet measured in a radius from the center point of the proposed sign location or as regulated by current SCDOT or federal governmental requirements.
- (c) Size, height, and construction standards.
1. The size of an off-premise sign shall not exceed four hundred (400) square feet of sign surface. Cutouts may be added but may not increase the size of the sign by more than forty (40) square feet.
  2. Off-premise signs shall not exceed fifty (50) in height, measured from the highest part of the sign, including its supporting structure and the crown of the adjacent roadway.
  3. Stacking or triangulating sign faces shall not be permitted. Off premise signs may only be back to back or "V" shaped no more than forty-five (45) degrees.
  4. The minimum height of any off-premise sign face over two hundred (200) square feet in area shall not be less than twenty-five (25) feet measured from the lowest part of any sign face and the crown of the adjacent roadway.
  5. Off-premise signs shall be set back ten (10) feet from all property lines as measured from the leading edge of the sign.
  6. A permitted off-premise sign may not use any sign face for on premise advertising.

**1011. - Temporary signage restrictions.**

(a) Temporary wall banners shall be allowed as follows:

1. A maximum of two (2) temporary wall banners shall be allowed upon a site that has a single tenant or one (1) temporary wall banner per tenant in a commercial center.
2. The temporary wall banners are attached to permitted commercial building. Banners attached to utility poles or hung between post set into the ground for the purposes of displaying signage shall be considered temporary ground signs and have to meet the standards below.
3. The temporary wall banner's advertising area when combined with other signage on the site does not result in more that fifteen (15) percent of the wall area being covered.

(b) Temporary ground signs shall be allowed subject to the following:

1. Limited to one (1) temporary ground sign.
2. Signs shall not exceed eight (8) feet in height or thirty two (32) square feet in size on parcels with a legally existing nonresidential use or on any property which has received construction plan approval for development or up to six (6) square feet on existing single family lots of record.
3. The temporary ground sign cannot be used if it would result in the total amount of signage exceeding what is allowable for that district.
4. Temporary ground signs of any type shall be outside of the road rights-of-way and setback from side and rear property lines by no less than five (5) feet and located outside of required site triangles.
5. All allowed temporary ground signs shall be removed, relocated or disassembled when it is determined by the zoning administrator or designee that a dangerous condition exists.

**1013. - Enforcement, penalties and remedies.**

The zoning administrator or designated agent shall have the right to remove signs placed within any street or highway right-of-way without notice to the owners.

**1014. - Nonconforming signs.**

Signs that were legally in existence and lawfully conforming with the Ordinance prior to the effective date of the ordinance from which this section was derived and which, after adoption of this section, do not conform are considered legal nonconforming subject to the following:

(a) Termination by neglect. Any sign exhibiting conditions of neglect and left in a state of disrepair for a continuous period exceeding six (6) months shall be removed. Replacement of said sign is not required, however if replaced the new sign shall conform to the requirements established herein.

(b) Maintenance.

Ordinary maintenance of the exempted sign shall be continued in order to ensure such signs are maintained in a structurally sound condition, with a neat appearance and in a generally good state of repair. Ordinary maintenance may include replacements of supports with different materials or design than the previous supports provided the replaced supports are not enlarged. Nothing in this division shall prevent the strengthening or restoring to a safe condition of any portion of an exempted sign declared unsafe by a code enforcement officer or building inspector provided that any such improvement does not exceed fifty percent (50%) of its construction value or original structural configuration. For purposes of this subsection, the replacement of individual tenant name panels on a multi-tenant center sign shall not constitute an alteration or modification.

(c) Alteration

1. No legal nonconforming sign shall be expanded, moved, modified or altered in any manner that would increase the degree of its nonconformity.
2. A lawfully existing non-conforming on-site sign may be altered with the removal of another lawfully existing nonconforming on-site sign located on the property where the alteration is occurring.
3. A lawfully existing non-conforming off-premises sign may be altered with the removal of another lawfully existing nonconforming off-premises sign provided:
  - A. The signs that are to be removed or altered have to be under the same ownership.
  - B. The sign or signs to be removed are of the same or greater square footage as the sign or signs to be altered.
4. Replacing existing digital or manually changeable copy signage with digital signage shall be considered ordinary maintenance as long as the existing sign structure is capable of supporting the additional weight, the total signage size is not increased and the digital sign does meet all of the requirements of Section 1003 (C). This will be required to be permitted.

**5. Nonconforming sign discontinuance.**

Notwithstanding other provisions of this ordinance, nonconforming temporary signs, flags, banners and pennants, after the adoption of this ordinance shall be removed, altered, or otherwise made to conform with this ordinance within six (6) months. Notice shall be given by the Zoning Administrator or designated agent to the aforementioned nonconforming sign owners stating wherein they do not conform to said ordinance and stating the date that the nonconforming sign must either comply or cease to exist. The date that the nonconforming sign must either comply or cease to exist shall be measured from the date of adoption of this ordinance and shall be observed regardless of whether notice of nonconformity is given by the Zoning Department or received by the affected owner.

**Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.

**Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.

**Effective Date:** This Ordinance shall become effective on Third Reading.

**AND IT IS SO ORDAINED, ENACTED AND ORDERED** this 10<sup>th</sup> day of March, 2020.

**HORRY COUNTY COUNCIL**

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Johnny Gardner, Chairman

Harold G. Worley, District 1	Bill Howard, District 2
Dennis DiSabato, District 3	Gary Loftus, District 4
Tyler Servant, District 5	Cam Crawford, District 6
Orton Bellamy, District 7	Johnny Vaught, District 8
W. Paul Prince, District 9	Danny Hardee, District 10
Al Allen, District 11	

Attest:

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Patricia S. Hartley, Clerk to Council

First Reading: February 4, 2020  
Second Reading: February 18, 2020  
Third Reading: March 10, 2020

County Council Decision Memorandum  
Horry County, South Carolina

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Date: December 4, 2019  
From: Planning and Zoning  
Division: Infrastructure and Regulation  
Prepared By: David Schwerd, Planning Director  
Cleared By: David Schwerd, Planning Director  
Regarding: Sign Ordinance

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**ISSUE:**

Should Horry County amend the regulations affecting signage?

**PROPOSED ACTION:**

Approve the proposed amendment.

**RECOMMENDATION:**

I&R recommended Approval on 1/28/2020

Planning Commission recommended Approval on 11/7/2020.

Staff recommends approval.

**BACKGROUND:**

The Horry County Sign regulations have been cobbled together adopted and revised many times over the last 30 years. There have been many changes to sign allowance. Adoption of new regulations in regards to offsite signage, political signs, model home signage. There have also been 13 overlays which affect signage adopted over that same time. Planning Commission created a subcommittee of Planning Commission members as well as members of the sign industry. They have had a chance to review and make changes to the regulations as well as permit procedures.

**ANALYSIS:**

The proposed ordinances have been recommended for approval by the Sign Subcommittee. The ordinance unifies the language, definitions, and standards. While not all of the standards are uniform, this proposal significantly reduces the differences between the various areas within the county. It includes creating a standard way to measure size and height. Also it creates a standard format for the regulations, so even those overlays which have sign regulations would use the standard format. This ordinance also addresses possible constitutional concerns in the ways in which signage is regulated. In 2015 the US Supreme Court affirmed that we cannot regulation signage by its content. We can however regulate the time, place and manner in which signage is displayed.

COUNTY OF HORRY )  
 )  
STATE OF SOUTH CAROLINA )

ORDINANCE 14-2020

**AN ORDINANCE TO AMEND ZONING APPENDIX B OF THE HORRY COUNTY CODE OF ORDINANCES PERTAINING TO GENERAL PROVISIONS FOR LIGHT AND GLARE REGARDING EXTERIOR LIGHTING.**

**WHEREAS**, the Zoning Ordinance shall address provisions for exterior lighting by adding language regarding the direction, control, and intensity of illumination; and,

**WHEREAS**, the amended Zoning Ordinance sections shall reference recognized lighting industry standards for exterior fixture types; and,

**WHEREAS**, exceptions for street lights, temporary, seasonal, decorative, and low wattage lights, and otherwise permitted signs shall be provided; and,

**WHEREAS**, it is the intent of the County Council to ensure lighting design and illumination accomplishes the on-site need for exterior lighting without trespass onto adjoining properties.

**NOW THEREFORE**, by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

**1. Amendment of Zoning Appendix B, Article V, Section 520.** Section 520 of the Zoning Ordinance is hereby amended as follows:  
(All text in ~~strike through~~ shall be deleted and all text shown **underlined and bolded** shall be added)

520. Light and glare.

**Exterior lighting shall meet functional and security needs in a way that does not adversely affect the adjacent properties or street right-of-way. Lighting shall be oriented and shielded to provide onsite illumination that minimally impacts the surrounding environment.**

520.3 Public streetlights, **temporary lighting, seasonal decorations, and decorative lighting** are exempt from this requirement.

**520.4 Lighting of predominately horizontal surfaces. Light fixtures shall be full-cutoff that meet Illuminating Engineering Society of North America (IESNA) criteria, and shall be aimed straight down.**

**520.5 Lighting of predominately non-horizontal surfaces. Light fixtures in excess of one hundred (100) watts or two hundred (200) lumens shall be full-cutoff or directionally shielded and shall be aimed and controlled so that light is confined, as much as possible, to the objects that are intended to be lit and does not project into the windows of neighboring**

residences, adjacent uses, past the object being illuminated, skyward, or onto a public roadway.

520.6 Excessive illumination. Lighting within any lot that unnecessarily illuminates and substantially interferes with the use or enjoyment of any other property is prohibited. Blinking or flashing lights shall be prohibited unless the lights are required as a safety feature or as permitted as part of a sign in accordance with Article X. Sign Regulations.

5. **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section, or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.

6. **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section, or part shall be deemed repealed and no longer in effect.

7. **Effective Date:** This Ordinance shall become effective upon third reading.

### HORRY COUNTY COUNCIL

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Johnny Gardner, Chairman

Harold G. Worley, District 1	Bill Howard, District 2
Dennis DiSabato, District 3	Gary Loftus, District 4
Tyler Servant, District 5	Cam Crawford, District 6
Orton Bellamy, District 7	Johnny Vaught, District 8
W. Paul Prince, District 9	Danny Hardee, District 10
Al Allen, District 11	

Attest:

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Patricia S. Hartley, Clerk to Council

First Reading: February 4, 2020  
Second Reading: February 18, 2020  
Third Reading: March 10, 2020

County Council Decision Memorandum  
Horry County, South Carolina

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Date: November 15, 2019  
From: Planning and Zoning  
Division: Infrastructure & Regulation  
Prepared By: Katie Moore, Senior Planner  
Cleared By: David Schwerd, Director of Planning  
Regarding: General Provisions for Light and Glare pertaining to Exterior Lighting

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**ISSUE:**

Should Horry County amend the General Provisions of the Zoning ordinance to address light and glare produced by exterior lighting?

**PROPOSED ACTION:**

Approve the proposed amendment to address the intent of light and glare general provisions and considerations for fixtures types along with illumination intensity and direction.

**RECOMMENDATION:**

I&R recommended Approval on 1/28/2020  
Planning Commission recommended Approval on 12/05/19.  
Staff recommends Approval.

**BACKGROUND:**

Horry County currently addresses light and glare within Article V. General Provisions of the Zoning Ordinance. Additional regulation pertaining to exterior lighting of property is presented within several Chapters of the Horry County Code of Ordinances and in Article VII. Requirements by District 723. Overlay zone of the Zoning Ordinance.

Exterior lighting design is typically reviewed to ensure it meets the functional and security needs of a property while minimally impacting the surrounding environment and the use of adjacent properties. Fixture types can vary depending on if the area to be illuminated is predominately horizontal such as parking lots and walkways or non-horizontal such as building facades and towers. In all circumstances, the design should both control and orient light so as to eliminate or maximize the reduction of glare by utilizing full-cutoff light fixtures that are mounted as specified by the manufacturer and in compliance with all Horry County regulations.

Due to the diversity of property uses within Horry County, defining an appropriate lighting design standard is complicated. Properties may exhibit a unique need either for function or safety that requires consideration while maintaining the provision to prohibit illumination beyond the property boundary.

**ANALYSIS:**

Amending the Zoning Ordinance to address light and glare general provisions pertaining to exterior lighting will allow a property to meet onsite illumination needs while minimizing negative impacts that affect the safety and function of adjacent properties and right-of-way.

COUNTY OF HORRY )  
STATE OF SOUTH CAROLINA )

**ORDINANCE 16-2020**

**AN ORDINANCE APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR TO SELL AN APPROXIMATE 2.00-ACRE PARCEL OF UNDEVELOPED PROPERTY LOCATED WITHIN THE COOL SPRINGS INDUSTRIAL PARK (TMS #067-00-01-124).**

**WHEREAS**, Horry County Council is empowered by Section 4-9-30(2) of the South Carolina Code of Laws "to lease, sell or otherwise dispose of real...property", and by Section 4-9-30(14) to enact ordinances for the implementation and exercise of that power; and

**WHEREAS**, by virtue of a deed dated June 11, 2003, and recorded June 25, 2003 in Deed Book 2611 at Page 96 in the Office of the Horry County RMC, Horry County is the owner of undeveloped real property located within the Cool Springs Industrial Park near Aynor, SC [the "Property"]; and

**WHEREAS**, manufacturing and light-industrial uses are consistent with the intended uses for property at the Cool Springs Industrial Park, and a 2.00-acre parcel is undeveloped and available for commercial development; and

**WHEREAS**, Horry County Council is informed and believes that private development of the property for light manufacturing is consistent with the value and use of the property, will not impair or impede any existing operations at the Cool Springs Industrial Park, and will provide a beneficial use of the subject property for the benefit of the citizens and taxpayers of Horry County.

**NOW, THEREFORE**, by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

**1. AUTHORIZATION.** The Horry County Administrator, for and on behalf of Horry County, is hereby authorized to sell for light manufacturing an approximate 2.00-acre parcel of undeveloped property located within the Cool Springs Industrial Park (TMS # 067-00-01-124), subject to all existing covenants, restrictions, and easements of record, for \$20,000.00, in connection with Project Sand Dollar.

**2. SEVERABILITY.** If any Section, Sub-section, or part of this Ordinance shall be deemed or found to be unconstitutional or otherwise invalid, or in conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section, or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect and not be effected thereby.

**3. CONFLICT WITH PRECEDING ORDINANCES.** If a Section, Sub-section, or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section, or part of a preceding Ordinance of Horry County, unless expressly so providing, then the preceding Section, Sub-section, or part shall be deemed repealed and no longer in effect.

**4. EFFECTIVE DATE.** This Ordinance shall become effective on Third Reading.

**AND IT IS SO ORDAINED, ENACTED AND ORDERED.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**HORRY COUNTY COUNCIL**

---

Johnny Gardner, Chairman

Harold G. Worley, District 1  
Bill Howard, District 2  
Dennis DiSabato, District 3  
Gary Loftus, District 4  
Tyler Servant, District 5  
Cam Crawford, District 6

Orton Bellamy, District 7  
Johnny Vaught, District 8  
W. Paul Prince, District 9  
Danny Hardee, District 10  
Al Allen, District 11

Attest:

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Patricia S. Hartley, Clerk to Council

First Reading:        March 10, 2020

Second Reading:

Third Reading:

## PURCHASE CONTRACT

**THIS PURCHASE CONTRACT (this “Contract”), is entered into as of the Effective Date as hereinafter defined) by and among Horry County (the “Seller”) and [REDACTED] a SOUTH CAROLINA corporation (“Purchaser”).**

### Recitals

To the best of Seller’s knowledge and belief, Seller is the owner in fee simple of the Property (as hereinafter defined), subject to the Permitted Exceptions.

Seller desires to sell and Purchaser desires to purchase, Seller’s interest in the Property, subject to all of the terms and conditions of this Contract.

### Agreement

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by Seller and Purchaser, and in consideration of the above recitals and the mutual covenants set forth in this Contract, the parties hereto agree as follows:

1. **Incorporation of Recitals; Certain Definitions**

Each of the Recitals set forth above are hereby incorporated herein by this reference. Initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed thereto in Exhibit A attached to this Contract and hereby incorporated herein by this reference.

2. **Sale and Purchase**

- (a) Subject to the enactment of an ordinance by Horry County Council approving the sale of the Property, Seller agrees to sell, convey, and assign to Purchaser, without recourse and without representation or warranty except as expressly set forth herein, and Purchaser agrees to purchase and accept from Seller, for the Purchase Price (as hereinafter defined) on and subject to the terms and conditions set forth in this Contract, the Property.
- (b) It is the intention of the parties hereto that the Property shall be sold by Seller and purchased by Purchaser at Closing, pursuant to and in accordance with the terms and provisions of this Contract. Purchaser hereby agrees and acknowledges that it shall have no right hereunder to purchase less than the entire Property.
- (c) It is understood by and between the parties that this Contract contemplates the sale of public property, and as such, is contingent upon approval by Horry County Council via adoption of a three-reading ordinance. Any failure by Horry County

Council to approve, enact, or adopt any such ordinance shall serve to terminate this Contract, and any earnest money funds placed into escrow hereunder shall be returned to Purchaser.

3. **Purchase Price, Independent Contract Consideration, and Earnest Money**

- (a) The purchase price ("**Purchase Price**") to be paid by Purchaser to Seller for the Property is two (2) acres for Twenty Thousand Dollars (\$20,000.00).
- (b) The Purchase Price shall be payable in cash or via federal funds wire transfer at the Closing (as hereinafter defined).
- (c) Within two (2) Business Days after the Effective Date, Purchaser shall deliver to Roy & Casper, LLC (the "**Escrow Agent**"), to the attention of Juliet M. Casper or another escrow officer selected or approved by Seller, a copy of this Contract and the sum of Five Thousand and 00/100 Dollars (\$5,000.00) ("**Earnest Money**"), to be held in escrow pending the Closing or earlier termination of this Contract. Escrow Agent shall deposit the Earnest Money in its non-interest bearing IOLTA trust account held at a financial institution insured by the FDIC.
- (d) The Purchase Price shall not be adjusted based on any of the actual acreage shown in the property description reflected in the Survey.

4. **Documents Delivered to or Obtained by Purchaser; Review Period**

- (a) The parties acknowledge and agree that Seller shall, within five business (5) days after the Effective Date, deliver to Purchaser copies of those items listed on Exhibit G attached hereto to the extent that the same are in Seller's possession and control on or prior to the Effective Date (collectively the "**Due Diligence Materials**"). The furnishing of the Due Diligence Materials is without any representation or warranty by Seller with respect to the accuracy of any of such materials, whether express or implied, or with respect to the right of Purchaser to rely on the Due Diligence Materials, all of which were prepared by third parties.
- (b) For the period of ninety (90) days following the Effective Date (the "**Review Period**"), Purchaser shall have the opportunity to review the Due Diligence Materials, to enter upon the Property (subject to the applicable terms hereof) and to perform such other reviews, investigations and inquiries as it deems appropriate in order to determine that the Property is acceptable to Purchaser in its sole discretion (collectively, the "**Due Diligence**"). Purchaser shall promptly repair any damage to the Property resulting from any physical testing and replace, refill and regrade any holes made in or excavations of any portion of the Property used for such physical testing so that the Property shall be in substantially the same condition that existed prior to such physical testing. Purchaser shall maintain or cause to be maintained, at Purchaser's expense, a policy of comprehensive general public liability insurance, with a broad form contractual liability endorsement, and with a combined single limit of not less than \$1,000,000.00 per occurrence for bodily injury and property damage, automobile liability coverage including owned and

hired vehicles with a combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage, and an excess umbrella liability policy for bodily injury and property damage in the amount of \$2,000,000.00 insuring Purchaser and its affiliates, and Seller and its affiliates as additional insureds, against any injuries or damages to persons or property that may result from or are related to (i) Purchaser's and or Purchaser's representatives or contractors' entry upon the Property; (ii) any physical testing or other activities conducted on the Property; and/or (iii) any and all other activities undertaken by Purchaser and/or Purchaser's representatives or contractors in connection with the Due Diligence, all of which insurance shall be on an "occurrence form" and with an insurance company qualified and licensed to do business in the State, and deliver a copy of a certificate evidencing the aforementioned insurance to Seller prior to the first entry on the Property. Purchaser shall have the right to terminate this Contract in Purchaser's sole discretion, for any reason or no reason at all, at any time prior to the conclusion of the Review Period upon written notice thereof to Seller, in which event the Earnest Money shall be promptly returned to Purchaser by Escrow Agent and neither party shall have any further liability or obligation hereunder (except for any indemnification and other obligations that may survive any termination hereunder).

- (c) Intentionally Omitted.
- (d) Purchaser shall defend, indemnify, and hold harmless Seller, the members and affiliates of Seller, and the property manager, if any, of the Property from and against all losses, costs, damages, claims, and liabilities (whether arising out of injury or death to persons or damage to any asset or otherwise) including, but not limited to, costs of remediation, restoration and other similar activities, mechanic's and materialmen's liens and reasonable attorneys' fees, resulting from the Due Diligence or the entry by Purchaser or any agents or contractors of Purchaser upon the Property, unless any of the same are caused by the gross negligence or willful misconduct of Seller. The provisions of this Section 4(d) shall survive the Closing or, if the purchase and sale is not consummated, any termination of this Contract.

5. **Closing**

- (a) The closing of the transaction contemplated hereby (the "***Closing***") shall occur at the office of Purchaser's attorney in North Myrtle Beach, South Carolina on a mutually agreeable date occurring on or before that date which is thirty (30) days after the Review Period (the "***Closing Date***"). Time is of the essence with respect to the Closing Date and all other time periods in this Contract.
- (b) At the Closing, all of the following shall occur, all of which shall be deemed concurrent conditions:
  - (i) Seller shall deliver or cause to be delivered to Purchaser or Escrow Agent all of the following:

- (1) A limited warranty deed sufficient to transfer and convey to Purchaser fee title to the Property, subject to the Permitted Exceptions, pursuant to the terms and provisions of this Contract, in a form reasonably acceptable to the parties hereto and their respective counsel (the "*Deed*");
  - (2) A FIRPTA affidavit of an authorized officer of Seller;
  - (3) Such other documents as Seller, in its reasonable discretion, deems necessary or appropriate for the legal transfer of its right, title and interest in and to the Property.
- (ii) Purchaser shall deliver or cause to be delivered to Seller or Escrow Agent all of the following:
- (1) The Purchase Price in cash or immediately available wire transferred funds less the amount of the Earnest Money, which Purchaser shall cause to be delivered to Seller from the Escrow Agent, along with the balance of the Purchase Price;
  - (2) Evidence reasonably satisfactory to Seller that the person executing any documents at the Closing on behalf of Purchaser has full right, power, and authority to do so;
  - (5) Such other documents as may be reasonably requested by Seller in connection with Purchaser's acquisition of the Property.
- (c) At the conclusion of Closing, possession of the Property shall be delivered to Purchaser subject to the Permitted Exceptions.

6. **Termination, Default, and Remedies**

- (a) If Purchaser fails or refuses to consummate the purchase of the Property, or any portion thereof, pursuant to this Contract at the Closing, Seller's sole and exclusive remedy shall be to retain the Earnest Money, as full, fixed and liquidated damages, not as a penalty, the parties hereby acknowledging the difficulty of ascertaining Seller's damages in such a circumstance and agreeing that this remedy represents a reasonable and mutual attempt by Seller and Purchaser to anticipate the consequence to Seller of such breach by Purchaser, whereupon this Contract shall terminate. Thereafter, unless Purchaser breaches or is in default of this Contract for other than a breach for failure or refusing to consummate the purchase of the Property, or any portion thereof, Purchaser and Seller shall be relieved of further liability hereunder, at law or in equity, it being the agreement of the parties that Purchaser shall have no other liability or obligation for default hereunder, except for such indemnification and other obligations as may, under the terms hereof, survive termination of this Contract. In the event of any breach by Purchaser other than for Purchaser's failure or refusal to consummate the purchase of the Property, or any portion thereof, pursuant to this Contract at Closing, Seller shall retain the

Earnest Money and shall have all other rights and remedies provided hereunder at law or in equity as a result of any such breach or default by Purchaser under this Contract.

- (b) If Seller fails to consummate the sale of the Property pursuant to this Contract at the Closing or fails to perform any of Seller's other obligations under this Contract either prior to or at the Closing (which failure remains uncured for ten (10) days after receipt of written notice of such default from Purchaser) for any reason other than (i) the termination of this Contract, or (ii) Purchaser's failure to perform Purchaser's obligations under this Contract, on or prior to the Closing Date, then Purchaser shall have the right, as its sole and exclusive remedy, to terminate this Contract by giving written notice of the termination to Seller prior to or at the Closing, whereupon the Escrow Agent shall deliver the Earnest Money to Purchaser.
- (c) If either Seller or Purchaser becomes entitled to the Earnest Money upon termination of this Contract in accordance with its terms, Purchaser and Seller covenant and agree to deliver a letter of instruction to the Escrow Agent directing disbursement of the Earnest Money to the party entitled thereto. If either party fails or refuses to sign or deliver such instruction letter when the other party is entitled to disbursement of the Earnest Money such party shall pay, upon the final order of a court with appropriate jurisdiction, all reasonable attorneys' fees and expenses (including, without limitation, court costs and fees and expenses of expert witnesses and other professionals) incurred by the party so entitled to the Earnest Money in connection with the recovery of the Earnest Money. This obligation shall survive termination of this Contract.

7. **Seller's Covenants, Agreements, Representations, and Warranties**

- (a) Seller represents and warrants to Purchaser that:
  - (i) Seller has the right, power, legal capacity, and authority to execute and deliver this Contract and to consummate the transactions contemplated by this Contract; and
  - (ii) The individual or individuals executing this Contract and any and all documents contemplated hereby on behalf of Seller has or have the legal power, right, and actual authority to bind Seller to the terms and conditions contained in this Contract and in such documents.
- (b) Seller covenants with Purchaser as follows:
  - (i) Prior to Closing, Seller shall obtain all such written consents and approvals as may be necessary or required to permit Seller to perform its obligations under this Contract;

- (ii) Except as may be required by law or agreed to by Purchaser, Seller agrees that from the Effective Date until Closing, Seller shall not consent to or enter into any easements, mortgages or other encumbrances upon the Property;
- (iii) Seller shall notify Purchaser promptly upon receipt by Seller prior to Closing of written notice of the institution or pendency of any action, suit, or proceeding against or affecting the Property, or relating to or arising out of the ownership of such Property; and
- (iv) From the Effective Date until Closing or earlier termination of this Contract, Seller shall not (i) enter into, modify, or terminate any lease, license or other permission to occupy the Property, or (ii) permit any lease to terminate or be terminated (to the extent under the control of Seller), without Purchaser's consent, which consent shall not be unreasonably withheld by Purchaser.
- (c) Each of the representations, warranties and covenants made by Seller in this Section 7 hereof shall not merge into the Deed. After Closing, any and all remedies of Purchaser with respect to any such breach or default on the part of Seller under any such representations, warranties or covenants, shall expire, and thereafter Purchaser shall have no other remedy or recourse against Seller whatsoever.
- (d) For purposes of this Contract and any document delivered at Closing, all references to Seller's knowledge, including, without limitation, whenever the phrase "to Seller's actual knowledge," or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to facts within the actual, personal knowledge of each respective Seller only, and no others. No Seller shall be responsible for any incorrect representation by any other Seller.
- (e) Purchaser acknowledges that Seller, except as otherwise expressly provided in this Contract, gives no guarantee or warranty of any kind, express or implied, as to the physical or other condition of the Property, or to the conditions or existence of improvements, or as to the merchantability or fitness for a particular purpose as to the Property, and any implied warranty is hereby disclaimed by the Seller. Subject to any right of Purchaser to terminate this Contract as provided herein, Purchaser agrees to purchase the Property in its "AS IS" physical condition.

8. **DISCLAIMER OF REPRESENTATIONS AND WARRANTIES EXCEPT AS SET FORTH HEREIN.** PURCHASER AND SELLER EXPRESSLY AGREE THAT NEITHER SELLER, NOR ANY AGENT OR REPRESENTATIVE OF SELLER, HAS MADE ANY REPRESENTATION OR WARRANTY TO PURCHASER AS TO THE PROPERTY, OR AS TO ANY MATTER RELATING DIRECTLY OR INDIRECTLY TO THE PROPERTY OR THE MATTERS ADDRESSED IN THIS AGREEMENT, UNLESS SUCH REPRESENTATION OR WARRANTY IS SPECIFICALLY SET FORTH IN THIS AGREEMENT. PURCHASER IS NOT RELYING ON ANY REPRESENTATION OF SELLER OR ANY AGENT OR REPRESENTATIVE OF SELLER, IN ENTERING INTO THIS AGREEMENT. PURCHASER ACKNOWLEDGES THAT NO AGENT OR REPRESENTATIVE

OF SELLER HAS ANY AUTHORITY TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER. PURCHASER AND SELLER AGREE THAT SELLER IS SPECIFICALLY RELYING ON THIS PARAGRAPH, AND WOULD NOT ENTER INTO THIS AGREEMENT IN THE ABSENCE THEREOF. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE TRANSACTION DOCUMENTS EXECUTED BY SELLER:(i) PURCHASER WILL ACCEPT TITLE TO THE PROPERTY ON THE CLOSING DATE IN ITS "AS IS," "WHERE IS," AND "WITH ALL FAULTS" CONDITION; AND (ii) CONVEYANCE OF THE PROPERTY TO PURCHASER SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; AND (iii) SELLER SHALL BE UNDER NO DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURE TO PURCHASER REGARDING ANY MATTER THAT MAY BE KNOWN TO SELLER, OR ITS OFFICERS, DIRECTORS, MEMBERS, CONTRACTORS, AGENTS OR EMPLOYEES; AND (iv) PURCHASER IS, AND AT CLOSING WILL BE, RELYING SOLELY UPON ITS OWN INSPECTION OF THE PROPERTY AND NOT UPON ANY REPRESENTATIONS MADE TO IT BY SELLER OR ANY PERSON ON SELLER'S BEHALF.

9. **Condition of the Property.** Purchaser represents that:
- a) As of the end of the Inspection Period, Purchaser will have had an adequate opportunity to inspect and investigate the Property, including all physical environmental, title, survey, zoning, legal, financial, economic and operational aspects of the Property;
  - b) Purchaser's purchase of the Property will be based solely on Purchaser's investigation and inspection of the Property and the representations, warranties and covenants of Seller expressly set forth in this agreement and the closing documents and other documents executed by Seller in connection herewith (the "Transaction Documents").
10. **Purchaser's Covenants, Agreements, Representations, and Warranties**
- (a) Purchaser hereby makes the following representations, warranties and agreements:
    - (i) Purchaser represents that it has full power and authority and has taken all action necessary to authorize it to enter into and perform its obligations under this Contract and all other documents or instruments contemplated hereby. Purchaser represents and warrants that this Contract has been duly authorized, executed and delivered by Purchaser. This Contract constitutes the legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms. Purchaser represents and warrants that the execution, delivery and performance of this Contract by Purchaser does not conflict with the organizational documents of Purchaser, or with any law, statute or regulation applicable to Purchaser, or any

mortgage, indenture or other contract or agreement to which Purchaser is a party. Purchaser represents and warrants that no litigation exists against Purchaser that would have a material adverse effect on the transactions contemplated by this Contract.

(ii) Intentionally Omitted.

(b) **Survival of Representations, Warranties and Covenants of Purchaser**

Each of the representations, warranties and covenants made by Purchaser in this Contract shall not merge into any Deed or other closing documents but shall survive Closing indefinitely.

11. **No Recording or Filing**

Neither this Contract nor a memorandum thereof shall be filed or recorded by Seller or Purchaser.

12. **Post-Closing Duties / Obligations**

Effective at Closing, Purchaser hereby assumes and shall undertake, comply with and discharge all duties and obligations of Seller under any applicable law, statute, ordinance, order finding, decree, rule or regulation, with respect to the Property. This Section 12 and all other Sections that contain or relate to obligations to be performed or satisfied post-Closing on the part of either Seller or Purchaser shall survive Closing.

13. **Title and Survey.**

- a) Purchaser may have the title to the property examined by a qualified professional, and obtain a Commitment (a "Title Commitment") for an Owner's Policy of Title Insurance (a "Title Policy") issued by a title insurance company selected by Purchaser; such Title Policy to name Purchaser as insured, in the amount of the Purchase Price, insuring that Purchaser will own good and indefeasible fee simple title to the Property, subject only to the Permitted Exceptions. At Purchaser's option and expense, Purchaser may obtain a current survey of the Property (the "Survey"), prepared by a licensed surveyor.
- b) Purchaser shall have Ninety (90) days after the date of this Agreement (the "Approval Period") within which to obtain such title examination and survey (the "Title Commitment" and "Survey"), and approve or disapprove same and the information reflected therein, such approvals or disapprovals to be within Purchaser's sole discretion (any such disapproved item or matter herein referred to as a "Title Exception"). If Purchaser fails to obtain an accurate title examination or survey, or fails to disapprove any title or survey condition which existed as of the Effective Date ("Title Exception") by written notice (which shall include a copy of the Title Commitment and Survey) delivered to Seller of Purchaser's objection to such Title Exception(s) (a "Title Objection Notice"), prior to the expiration of the Approval Period, Purchaser shall be deemed to have approved such Title

Exception(s), said Title Exception(s) shall become Permitted Exceptions, and Purchaser shall accept title to the Property and survey as they existed as of the Effective Date, and subject to the Permitted Exceptions (as defined below). Purchaser shall have no duty to object to monetary encumbrances which constitute a lien on the Property, such as mortgages, and Seller shall satisfy said monetary encumbrances at closing. Seller shall have the option to pay same from the sales proceeds at Closing. If Purchaser delivers a Title Objection Notice to Seller prior to the expiration of the Approval Period, Seller shall have the right (without any obligation to do so) to cure or attempt to cure the Title Exception(s) referenced in Purchaser's Title Objection Notice within Fifteen(15) days after Purchaser's delivery of the Title Objection Notice, or, if sooner, by the Closing Date (as hereinafter defined) (the "Seller Title Cure Period"). In the event Seller is unable to cure or elects not to cure any one or more of the Title Exception(s) referenced in the Title Objection Notice, Seller shall notify Purchaser in writing during such Seller Title Cure Period of such inability or election(s) (the "Title Exception Election Notice"). Purchaser shall have ten (10) days after such Title Exception Election Notice, or, if sooner, until Closing, to terminate this Agreement by written notice to Seller (the "Title Exception Response Notice") whereupon this Agreement shall terminate and the Earnest Money shall be returned to the Purchaser. If Seller should fail to deliver a Title Exception Election Notice to Purchaser in response to a Title Objection Notice prior to the expiration of the Seller Title Cure Period, Seller shall be deemed to have elected not to cure the Title Exception(s) referenced in the Title Objection Notice, whereupon Purchaser shall have Five (5) days after the expiration of the Seller Title Cure Period, or, if sooner, before Closing, to terminate this Agreement by providing a Title Exception Response Notice to Seller, whereupon this Agreement shall terminate and the Earnest Money shall be returned to Purchaser. Unless Purchaser notifies Seller that Purchaser has elected to terminate this Agreement within 5 days after such Title Exception Response Notice or expiration of the Seller Title Cure Period as applicable, or if sooner, before Closing, Purchaser shall be deemed to have waived such right to terminate this Agreement, and Purchaser shall take title subject to the Permitted Exceptions. The term "Permitted Exceptions," as used herein, shall mean ; (i) recorded easements, conditions, covenants, reservations, and restrictions existing at the Effective Date that Seller has not elected to cure (ii) Title Exceptions which are waived or deemed to be waived by the Purchaser in accordance with this Paragraph 13. Notwithstanding the foregoing, Title Exceptions which Seller has elected to cure as provided in this Paragraph 13 shall not constitute Permitted Exceptions unless Purchaser subsequently waives same. It is understood and agreed that the Seller has no obligation, under any circumstances, to institute any suit to correct any defects in title. Notwithstanding any other provision hereof, in the event Purchaser terminates this Agreement in accordance with the provisions of this Paragraph 13, the Escrow Agent shall refund to Purchaser the Earnest Money, and neither party shall have any further obligation hereunder, except that Purchaser's indemnity obligations set forth in this Agreement hereunder shall survive such termination.

c) The property description for the deed shall be consistent with the description contained in the deed(s) by which Seller took title to the subject property.

14. **Brokerage Commissions**

Seller and Purchaser acknowledges that Jason Ellis has represented the property at Cool Springs Park and will be due real estate commission is at Closing.

15. Intentionally Omitted.

16. **Notices**

(a) Any notice or document required or permitted to be delivered or given hereunder must be in writing and shall be deemed to be delivered when actually delivered to the recipient, or, if notice or document is sent by a recognized overnight delivery service (such as Federal Express) in accordance with the provisions of this paragraph, such notice shall be deemed given on the next business day after same is delivered to such overnight delivery service, properly addressed, delivery charges paid or account charge accepted, with instructions that said notice shall be delivered by a "next day" method of delivery. Any such overnight delivery service must offer guaranteed "next day" delivery in order to be acceptable. Any such notices shall be addressed to the parties hereto at the respective addresses set out opposite their names below:

If to Purchaser:

[Redacted address for Purchaser]

with a copy to:

[Redacted address for copy to]

If to Seller:

\_\_\_\_\_  
\_\_\_\_\_

Phone:

Email:

with a copy to:

Cop \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone:

Email:

17. **Modifications**

This Contract cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

18. **Assigns**

This Contract shall inure to the benefit of and be binding on the parties. Purchaser may not assign its rights or obligations under this Contract without the prior written consent of Seller.

19. **Effective Date**

The date on which this Contract is executed by the last to sign of the Seller and Purchaser shall be the "*Effective Date*" of this Contract.

20. **Time of the Essence**

Time is of the essence in the execution and performance of this Contract and of each of its provisions; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of South Carolina, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday. In this Contract, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of South Carolina. In this Contract, the term "business day" means any day other than a Saturday, Sunday, or legal holiday.

21. **Entire Agreement**

This Contract, including the Exhibits and any escrow agreements or other similar agreements entered into by Seller and Purchaser in connection with and as contemplated by this Contract, if any, contain the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior agreements and understandings between the parties pertaining to such subject matter. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

22. **Further Assurances**

Each party agrees that it will without further consideration execute and deliver such other documents, and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate the purposes or subject matter of this Contract. Without limiting the generality of the foregoing, Purchaser shall, if requested by Seller, execute acknowledgments of receipt with respect to any materials delivered by

Seller to Purchaser with respect to the Property. If Seller agrees to cooperate or provide assistance with respect to any litigation or other disputes subsequent to the Closing at Purchaser's request with respect to the Property (other than disputes between Purchaser and Seller), then Purchaser shall, upon demand, reimburse Seller for any reasonable costs, fees, expenses (including attorneys' fees and expenses) and other amounts that Seller incurs in connection with providing such cooperation and assistance.

23. **Counterparts**

This Contract may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. Executed copies of this Contract may be delivered between the parties via e-mail.

24. **Severability**

If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall nonetheless remain in full force and effect.

25. **Applicable Law**

This Contract shall be governed, interpreted, and construed under the substantive laws of the State of South Carolina (without reference to such state's conflicts of laws principles).

26. **Jurisdiction and Venue.** Any action, suit, or proceeding arising out of this Agreement or the transactions contemplated by this Agreement shall be brought exclusively in state court located in Horry County, South Carolina, and Seller and Purchaser agree that such courts are the most convenient forum for resolution of any such action and further agree to submit to the jurisdiction of such courts and waive any right to object to venue in such courts.

27. **No Third Party Beneficiary**

The provisions of this Contract and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, including, but not limited to any broker described in Section 12, and accordingly, no third party shall have the right to enforce the provisions of this Contract or of the documents to be executed and delivered at Closing.

28. **Exhibits and Schedules**

The following schedules or exhibits attached hereto shall be deemed to be an integral part of this Contract:

- (a) Exhibit A - Certain Definitions
- (b) Exhibit B - Legal Description of Property
- (c) Exhibit C - Intentionally omitted

- (d) Exhibit D - Intentionally omitted
- (e) Exhibit E - Intentionally omitted
- (f) Exhibit F - Intentionally omitted
- (g) Exhibit G - Due Diligence Materials

29. **Captions**

The section headings appearing in this Contract are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

30. **Construction**

The parties acknowledge that the parties and their counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any exhibits or amendments hereto. Accordingly, this Contract shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. Whenever required by the context of this Contract, the singular shall include the plural and vice versa. When the context so requires, the neuter gender includes the feminine or masculine.

31. **Risk Of Loss**

Prior to Closing, the risk of loss shall remain with Seller. If, prior to Closing, the Property or any part thereof shall be condemned, destroyed or damaged by fire or other casualty, Seller shall promptly notify Purchaser. If the Property or any part thereof shall be condemned such that damages are in excess of an amount equal to twenty five percent (25%) of the Purchase Price or if the Property or any part thereof shall be destroyed or damaged by fire or other casualty the repair of which would cost in excess of ten percent (10%) of the Purchase Price, then, at the option of Purchaser, which option shall be exercisable, if at all, by written notice thereof to Seller within three (3) Business Days after Purchaser receives written notice of such fire, earthquake or other casualty or condemnation, this Contract may be terminated. If Purchaser elects to terminate this Contract, the Earnest Money shall be returned to Purchaser, in which event this Contract shall, without further action of the parties, become null and void, and neither party shall have any rights or obligations under this Contract, except those which expressly survive termination. In the event that Purchaser does not exercise the option to terminate the Contract set forth above, or if the condemnation or casualty is below the threshold described above, then (i) Purchaser's obligations hereunder to purchase the Property for the full Purchase Price shall apply without regard to the occurrence or effect of any damage to the Property or destruction of any improvements on the Property or condemnation of any portion of the Property, (ii) Purchaser shall have no right to terminate this Contract or reduce the Purchase Price in the event of any damage to the Property or destruction of any improvements on the Property or condemnation of any portion of the Property, (iii)

Purchaser hereby waives any right Purchaser may have at law or in equity to terminate this Contract or seek reduction of the Purchase Price on account of any damage to the Property or destruction of any improvements on the Property or condemnation of any portion of the Property, and (iv) the Closing shall take place on the Closing Date, provided, however that Seller hereby agrees that upon the Closing, there shall be a credit against the Purchase Price due hereunder equal to the amount of any condemnation awards received by Seller prior to the closing, if any, as a result of any such damage or destruction or condemnation, less any sums expended by Seller toward the restoration or repair of the Property or in collecting such condemnation awards. If any such awards have not been collected as of the Closing, then such awards shall be assigned to Purchaser, except to the extent needed to reimburse Seller for sums expended prior to the Closing to repair or restore the Property or to collect any such proceeds or awards.

32. **Prorations; Closing Costs.**

- (a) **General Prorations.** All amounts for general real estate taxes, and any other recurring items typically prorated between Seller and Purchaser shall, except as otherwise provided herein, be prorated to 11:59 p.m. local time on the day before the Closing Date with Purchaser receiving the benefits and burdens of ownership on and after the Closing Date.
- (b) **Final Prorations.** If final prorations cannot be made at the Closing for any item subject to proration under this Section 32, then, Purchaser and Seller agree to allocate such items on a fair and equitable basis as soon as invoices or bills are available and applicable reconciliation with tenants have been completed, with final adjustment to be made as soon as reasonably possible after the Closing, and in any event not later than the date that is one hundred eighty (180) days after Closing. If either party receives any funds which belong to the other party under this Section 32, such receiving party shall pay over and/or deliver such funds to the other party (without interest thereon) within fifteen (15) Business Days after receipt.
- (c) Payments of real property taxes and assessments to the extent paid by and attributable to the period of time on or prior to the Closing Date shall be paid by Seller and Seller shall have the sole right to prosecute an appeal or claim with respect to such amounts.
- (d) **Closing Costs.** At Closing, Purchaser shall pay (a) the premium for any additional coverage in the New Title Policy above the Purchase Price and the costs of any endorsements to the New Title Policy, and the costs associated with the simultaneous issuance of an owner's and lender's title policy, (b) all fees and expenses related to Purchaser's acquisition financing, if any, and Purchaser's due diligence in general, (c) any and all applicable recording fees; (d) cost of survey, if any; (e) any inspections or other due diligence conducted by Purchaser. Seller shall pay (a) any transfer taxes, documentary stamp tax or similar tax payable by reason of transfer of the Property or any portion thereof, and (b) the costs associated with

the cancellation (and associated recording fees) of Seller financing instruments, if any. Seller and Purchaser shall each pay their respective attorneys' fees.

33. **Right to Repurchase.**

Seller reserves unto itself, its successors, or assigns, a right to repurchase the Property for the amount set forth in §3(a) above in the event that Purchaser fails to complete construction, as evidenced by issuance of a Certificate of Occupancy, of the contemplated facility as approved by the Cool Springs Committee within two (2) years of the date the deed to the Property is recorded with the Horry County Register of Deeds. This provision shall specifically survive closing.

IN WITNESS WHEREOF, this Contract is executed as of the Effective Date.

SELLER:

Horry County

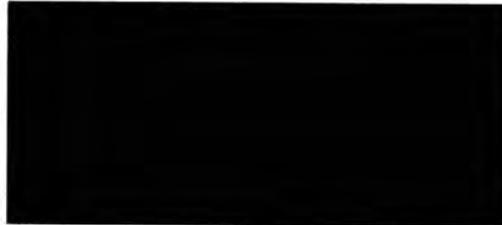
By: \_\_\_\_\_

Name:

Title:

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

PURCHASER:



## EXHIBIT A

### CERTAIN DEFINITIONS

Initially capitalized terms not otherwise defined in this Contract shall have the respective meanings ascribed thereto in this Exhibit A.

**“Business Day”** means any day on which Seller is open for business other than a Saturday, a Sunday or a federal holiday.

**“Land”** means that certain real property more particularly described on Exhibit B to this Contract.

**“Proforma Exceptions”** means and includes all of the matters set forth as exceptions on Schedule B of the Commitment, excluding only those exceptions which Seller agrees in writing to remove.

**“Property”** means all of Seller’s right title and interest in and to (i) the Land, (ii) any and all buildings, improvements, and fixtures located on the Land.

**“State”** means the State of South Carolina.

**“Title Company”** means First American Title Insurance Company.

**EXHIBIT B**

**LEGAL DESCRIPTION OF PROPERTY**

**Copy of proposed survey attached**

**[This description to be replaced with the legal description from any new survey completed by Purchaser]**

**EXHIBIT C, D, E, and F**

**Intentionally Omitted**

**EXHIBIT G**

**DUE DILIGENCE MATERIALS**

1. SITE PLANS;
2. ALTA SURVEY;
3. ENVIRONMENTAL REPORTS/STUDIES; AND
4. PROPERTY CONDITION REPORT(S).



**NOTES:**

1. See Plan.
2. Owner of Record.
3. This property is located in Block Zone "B" as established by H.C. Ord. 2015-0101 dated July 23, 2015. The plan is not to be filed in Block Zone "B" until after the date of the final plat.
4. Easements which are indicated on this plan are to be used for the purposes stated herein and no other use.
5. The survey is a study of a portion of a larger survey which is being subdivided into lots.
6. Survey is based on the information on independent surveys which are shown on this plan.
7. All bearings and distances are based upon the South Carolina State Plane Coordinate System (NAD83/0311). All distances shown are 11 digit round out to the nearest foot.
8. All bearings are based upon the South Carolina State Plane Coordinate System (NAD83/0311). All distances shown are 11 digit round out to the nearest foot.
9. All bearings are based upon the South Carolina State Plane Coordinate System (NAD83/0311). All distances shown are 11 digit round out to the nearest foot.
10. All bearings are based upon the South Carolina State Plane Coordinate System (NAD83/0311). All distances shown are 11 digit round out to the nearest foot.
11. All bearings are based upon the South Carolina State Plane Coordinate System (NAD83/0311). All distances shown are 11 digit round out to the nearest foot.
12. Date of field survey: January, 2020.

**DEFINITION OF CONFORMANCE AND REGULATIONS:**

The subdivision and lot lines are shown and established in accordance with the provisions of the subdivision laws of the State of South Carolina and the provisions of the subdivision laws of Herry County. The subdivision and lot lines are shown and established in accordance with the provisions of the subdivision laws of the State of South Carolina and the provisions of the subdivision laws of Herry County.

**LEGEND:**

- NON-PAYING LOT
- PAYING LOT



**REFERENCE:**

1. HERRY COUNTY, SOUTH CAROLINA, SUBDIVISION LAWS, TITLE 16, CHAPTER 1, SECTION 16-1-10.

2. HERRY COUNTY, SOUTH CAROLINA, SUBDIVISION LAWS, TITLE 16, CHAPTER 1, SECTION 16-1-11.

3. HERRY COUNTY, SOUTH CAROLINA, SUBDIVISION LAWS, TITLE 16, CHAPTER 1, SECTION 16-1-12.

4. HERRY COUNTY, SOUTH CAROLINA, SUBDIVISION LAWS, TITLE 16, CHAPTER 1, SECTION 16-1-13.

5. HERRY COUNTY, SOUTH CAROLINA, SUBDIVISION LAWS, TITLE 16, CHAPTER 1, SECTION 16-1-14.

6. HERRY COUNTY, SOUTH CAROLINA, SUBDIVISION LAWS, TITLE 16, CHAPTER 1, SECTION 16-1-15.

7. HERRY COUNTY, SOUTH CAROLINA, SUBDIVISION LAWS, TITLE 16, CHAPTER 1, SECTION 16-1-16.

8. HERRY COUNTY, SOUTH CAROLINA, SUBDIVISION LAWS, TITLE 16, CHAPTER 1, SECTION 16-1-17.

9. HERRY COUNTY, SOUTH CAROLINA, SUBDIVISION LAWS, TITLE 16, CHAPTER 1, SECTION 16-1-18.

10. HERRY COUNTY, SOUTH CAROLINA, SUBDIVISION LAWS, TITLE 16, CHAPTER 1, SECTION 16-1-19.

11. HERRY COUNTY, SOUTH CAROLINA, SUBDIVISION LAWS, TITLE 16, CHAPTER 1, SECTION 16-1-20.

12. HERRY COUNTY, SOUTH CAROLINA, SUBDIVISION LAWS, TITLE 16, CHAPTER 1, SECTION 16-1-21.

13. HERRY COUNTY, SOUTH CAROLINA, SUBDIVISION LAWS, TITLE 16, CHAPTER 1, SECTION 16-1-22.

14. HERRY COUNTY, SOUTH CAROLINA, SUBDIVISION LAWS, TITLE 16, CHAPTER 1, SECTION 16-1-23.

15. HERRY COUNTY, SOUTH CAROLINA, SUBDIVISION LAWS, TITLE 16, CHAPTER 1, SECTION 16-1-24.

16. HERRY COUNTY, SOUTH CAROLINA, SUBDIVISION LAWS, TITLE 16, CHAPTER 1, SECTION 16-1-25.

17. HERRY COUNTY, SOUTH CAROLINA, SUBDIVISION LAWS, TITLE 16, CHAPTER 1, SECTION 16-1-26.

18. HERRY COUNTY, SOUTH CAROLINA, SUBDIVISION LAWS, TITLE 16, CHAPTER 1, SECTION 16-1-27.

19. HERRY COUNTY, SOUTH CAROLINA, SUBDIVISION LAWS, TITLE 16, CHAPTER 1, SECTION 16-1-28.

20. HERRY COUNTY, SOUTH CAROLINA, SUBDIVISION LAWS, TITLE 16, CHAPTER 1, SECTION 16-1-29.

21. HERRY COUNTY, SOUTH CAROLINA, SUBDIVISION LAWS, TITLE 16, CHAPTER 1, SECTION 16-1-30.

# Decision Memorandum

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Date: January 31, 2020  
Prepared by: Sandy Davis, MBREDC  
Re: Cool Springs Industrial Park property—2.0 acres (TMS #067-00-01-124)

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## **ISSUE:**

The Myrtle Beach Regional Economic Development Corporation (MBREDC) has obtained an offer to purchase a 2.00-acre parcel of undeveloped property located within the Cool Springs Industrial Park for private commercial use.

## **DISCUSSION:**

The Cool Springs Industrial Park is located near Aynor, South Carolina along Hwy. 319. The industrial park is currently the location of PTR, a large-scale gun manufacturer. MBREDC has submitted the proposed project to the Cool Springs Business Park Management Committee, and the proposed project was approved.

The proposed purchaser intends to construct a light-industrial facility, and is projecting a capital investment of \$1,000,000.00. The company has requested to purchase 2.00 acres at a price of \$10,000 per acre, for a total sales price of \$20,000.

## **RECOMMENDATION:**

After review of the offer to purchase, consideration of the proposed use of the parcel, and completion of due diligence regarding the companies involved, MBREDC staff recommends that County Council approve, by way of ordinance attached herewith, of the entering into of a Purchase Contract with the proposed purchaser substantially similar to the terms described herein.

COUNTY OF HORRY )  
STATE OF SOUTH CAROLINA )

ORDINANCE 17-2020

**AN ORDINANCE APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR TO SELL AN APPROXIMATE 3.65-ACRE PARCEL OF UNDEVELOPED PROPERTY LOCATED WITHIN THE COOL SPRINGS INDUSTRIAL PARK (TMS #067-00-01-125).**

**WHEREAS**, Horry County Council is empowered by Section 4-9-30(2) of the South Carolina Code of Laws "to lease, sell or otherwise dispose of real...property", and by Section 4-9-30(14) to enact ordinances for the implementation and exercise of that power; and

**WHEREAS**, by virtue of a deed dated June 11, 2003, and recorded June 25, 2003 in Deed Book 2611 at Page 96 in the Office of the Horry County RMC, Horry County is the owner of undeveloped real property located within the Cool Springs Industrial Park near Aynor, SC [the "Property"]; and

**WHEREAS**, manufacturing and light-industrial uses are consistent with the intended uses for property at the Cool Springs Industrial Park, and a 3.65-acre parcel is undeveloped and available for commercial development; and

**WHEREAS**, Horry County Council is informed and believes that private development of the property for light manufacturing is consistent with the value and use of the property, will not impair or impede any existing operations at the Cool Springs Industrial Park, and will provide a beneficial use of the subject property for the benefit of the citizens and taxpayers of Horry County.

**NOW, THEREFORE**, by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

**1. AUTHORIZATION.** The Horry County Administrator, for and on behalf of Horry County, is hereby authorized to sell for light manufacturing an approximate 3.65-acre parcel of undeveloped property located within the Cool Springs Industrial Park (TMS # 067-00-01-125), subject to all existing covenants, restrictions, and easements of record, for \$36,500.00, in connection with Project Mail.

**2. SEVERABILITY.** If any Section, Sub-section, or part of this Ordinance shall be deemed or found to be unconstitutional or otherwise invalid, or in conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section, or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect and not be effected thereby.

**3. CONFLICT WITH PRECEDING ORDINANCES.** If a Section, Sub-section, or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section, or part of a preceding Ordinance of Horry County, unless expressly so providing, then the preceding Section, Sub-section, or part shall be deemed repealed and no longer in effect.

**4. EFFECTIVE DATE.** This Ordinance shall become effective on Third Reading.

**AND IT IS SO ORDAINED, ENACTED AND ORDERED.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**HORRY COUNTY COUNCIL**

---

Johnny Gardner, Chairman

Harold G. Worley, District 1  
Bill Howard, District 2  
Dennis DiSabato, District 3  
Gary Loftus, District 4  
Tyler Servant, District 5  
Cam Crawford, District 6

Orton Bellamy, District 7  
Johnny Vaught, District 8  
W. Paul Prince, District 9  
Danny Hardee, District 10  
Al Allen, District 11

Attest:

---

Patricia S. Hartley, Clerk to Council

First Reading:            March 10, 2020

Second Reading:

Third Reading:

## PURCHASE CONTRACT

**THIS PURCHASE CONTRACT (this “Contract”), is entered into as of the Effective Date as hereinafter defined) by and among Horry County (the “Seller”) and [REDACTED] corporation (“Purchaser”).**

### Recitals

To the best of Seller’s knowledge and belief, Seller is the owner in fee simple of the Property (as hereinafter defined), subject to the Permitted Exceptions.

Seller desires to sell and Purchaser desires to purchase, Seller’s interest in the Property, subject to all of the terms and conditions of this Contract.

### Agreement

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by Seller and Purchaser, and in consideration of the above recitals and the mutual covenants set forth in this Contract, the parties hereto agree as follows:

1. **Incorporation of Recitals; Certain Definitions**

Each of the Recitals set forth above are hereby incorporated herein by this reference. Initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed thereto in Exhibit A attached to this Contract and hereby incorporated herein by this reference.

2. **Sale and Purchase**

- (a) Subject to the enactment of an ordinance by Horry County Council approving the sale of the Property, Seller agrees to sell, convey, and assign to Purchaser, without recourse and without representation or warranty except as expressly set forth herein, and Purchaser agrees to purchase and accept from Seller, for the Purchase Price (as hereinafter defined) on and subject to the terms and conditions set forth in this Contract, the Property.
- (b) It is the intention of the parties hereto that the Property shall be sold by Seller and purchased by Purchaser at Closing, pursuant to and in accordance with the terms and provisions of this Contract. Purchaser hereby agrees and acknowledges that it shall have no right hereunder to purchase less than the entire Property.
- (c) It is understood by and between the parties that this Contract contemplates the sale of public property, and as such, is contingent upon approval by Horry County Council via adoption of a three-reading ordinance. Any failure by Horry County

Council to approve, enact, or adopt any such ordinance shall serve to terminate this Contract, and any earnest money funds placed into escrow hereunder shall be returned to Purchaser.

3. **Purchase Price, Independent Contract Consideration, and Earnest Money**

- (a) The purchase price ("***Purchase Price***") to be paid by Purchaser to Seller for the Property is three point six five acres (3.65) acres for Thirty-Six Thousand Five Hundred Dollars (\$36,500.00).
- (b) The Purchase Price shall be payable in cash or via federal funds wire transfer at the Closing (as hereinafter defined).
- (c) Within two (2) Business Days after the Effective Date, Purchaser shall deliver to Roy & Casper, LLC (the "***Escrow Agent***"), to the attention of Roger Roy or another escrow officer selected or approved by Seller, a copy of this Contract and the sum of Twenty Thousand and 00/100 Dollars (\$20,000.00) ("***Earnest Money***"), to be held in escrow pending the Closing or earlier termination of this Contract. Escrow Agent shall deposit the Earnest Money in its non-interest bearing IOLTA trust account held at a financial institution insured by the FDIC.
- (d) The Purchase Price shall not be adjusted based on any of the actual acreage shown in the property description reflected in the Survey.

4. **Documents Delivered to or Obtained by Purchaser; Review Period**

- (a) The parties acknowledge and agree that Seller shall, within five business (5) days after the Effective Date, deliver to Purchaser copies of those items listed on Exhibit G attached hereto to the extent that the same are in Seller's possession and control on or prior to the Effective Date (collectively the "***Due Diligence Materials***"). The furnishing of the Due Diligence Materials is without any representation or warranty by Seller with respect to the accuracy of any of such materials, whether express or implied, or with respect to the right of Purchaser to rely on the Due Diligence Materials, all of which were prepared by third parties.
- (b) For the period of ninety (90) days following the Effective Date (the "***Review Period***"), Purchaser shall have the opportunity to review the Due Diligence Materials, to enter upon the Property (subject to the applicable terms hereof) and to perform such other reviews, investigations and inquiries as it deems appropriate in order to determine that the Property is acceptable to Purchaser in its sole discretion (collectively, the "***Due Diligence***"). Purchaser shall promptly repair any damage to the Property resulting from any physical testing and replace, refill and regrade any holes made in or excavations of any portion of the Property used for such physical testing so that the Property shall be in substantially the same condition that existed prior to such physical testing. Purchaser shall maintain or cause to be maintained, at Purchaser's expense, a policy of comprehensive general public liability insurance, with a broad form contractual liability endorsement, and with a combined single limit of not less than \$1,000,000.00 per occurrence for bodily

injury and property damage, automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage, and an excess umbrella liability policy for bodily injury and property damage in the amount of \$2,000,000.00 insuring Purchaser and its affiliates, and Seller and its affiliates as additional insureds, against any injuries or damages to persons or property that may result from or are related to (i) Purchaser's and or Purchaser's representatives or contractors' entry upon the Property; (ii) any physical testing or other activities conducted on the Property; and/or (iii) any and all other activities undertaken by Purchaser and/or Purchaser's representatives or contractors in connection with the Due Diligence, all of which insurance shall be on an "occurrence form" and with an insurance company qualified and licensed to do business in the State, and deliver a copy of a certificate evidencing the aforementioned insurance to Seller prior to the first entry on the Property. Purchaser shall have the right to terminate this Contract in Purchaser's sole discretion, for any reason or no reason at all, at any time prior to the conclusion of the Review Period upon written notice thereof to Seller, in which event the Earnest Money shall be promptly returned to Purchaser by Escrow Agent and neither party shall have any further liability or obligation hereunder (except for any indemnification and other obligations that may survive any termination hereunder).

- (c) Intentionally Omitted.
- (d) Purchaser shall defend, indemnify, and hold harmless Seller, the members and affiliates of Seller, and the property manager, if any, of the Property from and against all losses, costs, damages, claims, and liabilities (whether arising out of injury or death to persons or damage to any asset or otherwise) including, but not limited to, costs of remediation, restoration and other similar activities, mechanic's and materialmen's liens and reasonable attorneys' fees, resulting from the Due Diligence or the entry by Purchaser or any agents or contractors of Purchaser upon the Property, unless any of the same are caused by the gross negligence or willful misconduct of Seller. The provisions of this Section 4(d) shall survive the Closing or, if the purchase and sale is not consummated, any termination of this Contract.

5. **Closing**

- (a) The closing of the transaction contemplated hereby (the "**Closing**") shall occur at the office of Purchaser's attorney in North Myrtle Beach, South Carolina on a mutually agreeable date occurring on or before that date which is thirty (30) days after the Review Period (the "**Closing Date**"). Time is of the essence with respect to the Closing Date and all other time periods in this Contract.
- (b) At the Closing, all of the following shall occur, all of which shall be deemed concurrent conditions:
  - (i) Seller shall deliver or cause to be delivered to Purchaser or Escrow Agent all of the following:

- (1) A limited warranty deed sufficient to transfer and convey to Purchaser fee title to the Property, subject to the Permitted Exceptions, pursuant to the terms and provisions of this Contract, in a form reasonably acceptable to the parties hereto and their respective counsel (the "*Deed*");
  - (2) A FIRPTA affidavit of an authorized officer of Seller;
  - (3) Such other documents as Seller, in its reasonable discretion, deems necessary or appropriate for the legal transfer of its right, title and interest in and to the Property.
- (ii) Purchaser shall deliver or cause to be delivered to Seller or Escrow Agent all of the following:
- (1) The Purchase Price in cash or immediately available wire transferred funds less the amount of the Earnest Money, which Purchaser shall cause to be delivered to Seller from the Escrow Agent, along with the balance of the Purchase Price;
  - (2) Evidence reasonably satisfactory to Seller that the person executing any documents at the Closing on behalf of Purchaser has full right, power, and authority to do so;
  - (5) Such other documents as may be reasonably requested by Seller in connection with Purchaser's acquisition of the Property.
- (c) At the conclusion of Closing, possession of the Property shall be delivered to Purchaser subject to the Permitted Exceptions.

6. **Termination, Default, and Remedies**

- (a) If Purchaser fails or refuses to consummate the purchase of the Property, or any portion thereof, pursuant to this Contract at the Closing, Seller's sole and exclusive remedy shall be to retain the Earnest Money, as full, fixed and liquidated damages, not as a penalty, the parties hereby acknowledging the difficulty of ascertaining Seller's damages in such a circumstance and agreeing that this remedy represents a reasonable and mutual attempt by Seller and Purchaser to anticipate the consequence to Seller of such breach by Purchaser, whereupon this Contract shall terminate. Thereafter, unless Purchaser breaches or is in default of this Contract for other than a breach for failure or refusing to consummate the purchase of the Property, or any portion thereof, Purchaser and Seller shall be relieved of further liability hereunder, at law or in equity, it being the agreement of the parties that Purchaser shall have no other liability or obligation for default hereunder, except for such indemnification and other obligations as may, under the terms hereof, survive termination of this Contract. In the event of any breach by Purchaser other than for Purchaser's failure or refusal to consummate the purchase of the Property, or any portion thereof, pursuant to this Contract at Closing, Seller shall retain the

Earnest Money and shall have all other rights and remedies provided hereunder at law or in equity as a result of any such breach or default by Purchaser under this Contract.

- (b) If Seller fails to consummate the sale of the Property pursuant to this Contract at the Closing or fails to perform any of Seller's other obligations under this Contract either prior to or at the Closing (which failure remains uncured for ten (10) days after receipt of written notice of such default from Purchaser) for any reason other than (i) the termination of this Contract, or (ii) Purchaser's failure to perform Purchaser's obligations under this Contract, on or prior to the Closing Date, then Purchaser shall have the right, as its sole and exclusive remedy, to terminate this Contract by giving written notice of the termination to Seller prior to or at the Closing, whereupon the Escrow Agent shall deliver the Earnest Money to Purchaser.
- (c) If either Seller or Purchaser becomes entitled to the Earnest Money upon termination of this Contract in accordance with its terms, Purchaser and Seller covenant and agree to deliver a letter of instruction to the Escrow Agent directing disbursement of the Earnest Money to the party entitled thereto. If either party fails or refuses to sign or deliver such instruction letter when the other party is entitled to disbursement of the Earnest Money such party shall pay, upon the final order of a court with appropriate jurisdiction, all reasonable attorneys' fees and expenses (including, without limitation, court costs and fees and expenses of expert witnesses and other professionals) incurred by the party so entitled to the Earnest Money in connection with the recovery of the Earnest Money. This obligation shall survive termination of this Contract.

7. **Seller's Covenants, Agreements, Representations, and Warranties**

- (a) Seller represents and warrants to Purchaser that:
  - (i) Seller has the right, power, legal capacity, and authority to execute and deliver this Contract and to consummate the transactions contemplated by this Contract; and
  - (ii) The individual or individuals executing this Contract and any and all documents contemplated hereby on behalf of Seller has or have the legal power, right, and actual authority to bind Seller to the terms and conditions contained in this Contract and in such documents.
- (b) Seller covenants with Purchaser as follows:
  - (i) Prior to Closing, Seller shall obtain all such written consents and approvals as may be necessary or required to permit Seller to perform its obligations under this Contract;

- (ii) Except as may be required by law or agreed to by Purchaser, Seller agrees that from the Effective Date until Closing, Seller shall not consent to or enter into any easements, mortgages or other encumbrances upon the Property;
- (iii) Seller shall notify Purchaser promptly upon receipt by Seller prior to Closing of written notice of the institution or pendency of any action, suit, or proceeding against or affecting the Property, or relating to or arising out of the ownership of such Property; and
- (iv) From the Effective Date until Closing or earlier termination of this Contract, Seller shall not (i) enter into, modify, or terminate any lease, license or other permission to occupy the Property, or (ii) permit any lease to terminate or be terminated (to the extent under the control of Seller), without Purchaser's consent, which consent shall not be unreasonably withheld by Purchaser.
- (c) Each of the representations, warranties and covenants made by Seller in this Section 7 hereof shall not merge into the Deed. After Closing, any and all remedies of Purchaser with respect to any such breach or default on the part of Seller under any such representations, warranties or covenants, shall expire, and thereafter Purchaser shall have no other remedy or recourse against Seller whatsoever.
- (d) For purposes of this Contract and any document delivered at Closing, all references to Seller's knowledge, including, without limitation, whenever the phrase "to Seller's actual knowledge," or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to facts within the actual, personal knowledge of each respective Seller only, and no others. No Seller shall be responsible for any incorrect representation by any other Seller.
- (e) Purchaser acknowledges that Seller, except as otherwise expressly provided in this Contract, gives no guarantee or warranty of any kind, express or implied, as to the physical or other condition of the Property, or to the conditions or existence of improvements, or as to the merchantability or fitness for a particular purpose as to the Property, and any implied warranty is hereby disclaimed by the Seller. Subject to any right of Purchaser to terminate this Contract as provided herein, Purchaser agrees to purchase the Property in its "AS IS" physical condition.

8. **DISCLAIMER OF REPRESENTATIONS AND WARRANTIES EXCEPT AS SET FORTH HEREIN. PURCHASER AND SELLER EXPRESSLY AGREE THAT NEITHER SELLER, NOR ANY AGENT OR REPRESENTATIVE OF SELLER, HAS MADE ANY REPRESENTATION OR WARRANTY TO PURCHASER AS TO THE PROPERTY, OR AS TO ANY MATTER RELATING DIRECTLY OR INDIRECTLY TO THE PROPERTY OR THE MATTERS ADDRESSED IN THIS AGREEMENT, UNLESS SUCH REPRESENTATION OR WARRANTY IS SPECIFICALLY SET FORTH IN THIS AGREEMENT. PURCHASER IS NOT RELYING ON ANY REPRESENTATION OF SELLER OR ANY AGENT OR REPRESENTATIVE OF SELLER, IN ENTERING INTO THIS AGREEMENT. PURCHASER ACKNOWLEDGES THAT NO AGENT OR REPRESENTATIVE**

**OF SELLER HAS ANY AUTHORITY TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER. PURCHASER AND SELLER AGREE THAT SELLER IS SPECIFICALLY RELYING ON THIS PARAGRAPH, AND WOULD NOT ENTER INTO THIS AGREEMENT IN THE ABSENCE THEREOF. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE TRANSACTION DOCUMENTS EXECUTED BY SELLER:(i) PURCHASER WILL ACCEPT TITLE TO THE PROPERTY ON THE CLOSING DATE IN ITS "AS IS," "WHERE IS," AND "WITH ALL FAULTS" CONDITION; AND (ii) CONVEYANCE OF THE PROPERTY TO PURCHASER SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; AND (iii) SELLER SHALL BE UNDER NO DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURE TO PURCHASER REGARDING ANY MATTER THAT MAY BE KNOWN TO SELLER, OR ITS OFFICERS, DIRECTORS, MEMBERS, CONTRACTORS, AGENTS OR EMPLOYEES; AND (iv) PURCHASER IS, AND AT CLOSING WILL BE, RELYING SOLELY UPON ITS OWN INSPECTION OF THE PROPERTY AND NOT UPON ANY REPRESENTATIONS MADE TO IT BY SELLER OR ANY PERSON ON SELLER'S BEHALF.**

9. **Condition of the Property.** Purchaser represents that:
- a) As of the end of the Inspection Period, Purchaser will have had an adequate opportunity to inspect and investigate the Property, including all physical environmental, title, survey, zoning, legal, financial, economic and operational aspects of the Property;
  - b) Purchaser's purchase of the Property will be based solely on Purchaser's investigation and inspection of the Property and the representations, warranties and covenants of Seller expressly set forth in this agreement and the closing documents and other documents executed by Seller in connection herewith (the "Transaction Documents").
10. **Purchaser's Covenants, Agreements, Representations, and Warranties**
- (a) Purchaser hereby makes the following representations, warranties and agreements:
    - (i) Purchaser represents that it has full power and authority and has taken all action necessary to authorize it to enter into and perform its obligations under this Contract and all other documents or instruments contemplated hereby. Purchaser represents and warrants that this Contract has been duly authorized, executed and delivered by Purchaser. This Contract constitutes the legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms. Purchaser represents and warrants that the execution, delivery and performance of this Contract by Purchaser does not conflict with the organizational documents of Purchaser, or with any law, statute or regulation applicable to Purchaser, or any

mortgage, indenture or other contract or agreement to which Purchaser is a party. Purchaser represents and warrants that no litigation exists against Purchaser that would have a material adverse effect on the transactions contemplated by this Contract.

(ii) Intentionally Omitted.

(b) **Survival of Representations, Warranties and Covenants of Purchaser**

Each of the representations, warranties and covenants made by Purchaser in this Contract shall not merge into any Deed or other closing documents but shall survive Closing indefinitely.

11. **No Recording or Filing**

Neither this Contract nor a memorandum thereof shall be filed or recorded by Seller or Purchaser.

12. **Post-Closing Duties / Obligations**

Effective at Closing, Purchaser hereby assumes and shall undertake, comply with and discharge all duties and obligations of Seller under any applicable law, statute, ordinance, order finding, decree, rule or regulation, with respect to the Property. This Section 12 and all other Sections that contain or relate to obligations to be performed or satisfied post-Closing on the part of either Seller or Purchaser shall survive Closing.

13. **Title and Survey.**

- a) Purchaser may have the title to the property examined by a qualified professional, and obtain a Commitment (a "Title Commitment") for an Owner's Policy of Title Insurance (a "Title Policy") issued by a title insurance company selected by Purchaser; such Title Policy to name Purchaser as insured, in the amount of the Purchase Price, insuring that Purchaser will own good and indefeasible fee simple title to the Property, subject only to the Permitted Exceptions. At Purchaser's option and expense, Purchaser may obtain a current survey of the Property (the "Survey"), prepared by a licensed surveyor.
- b) Purchaser shall have Ninety (90) days after the date of this Agreement (the "Approval Period") within which to obtain such title examination and survey (the "Title Commitment" and "Survey"), and approve or disapprove same and the information reflected therein, such approvals or disapprovals to be within Purchaser's sole discretion (any such disapproved item or matter herein referred to as a "Title Exception"). If Purchaser fails to obtain an accurate title examination or survey, or fails to disapprove any title or survey condition which existed as of the Effective Date ("Title Exception") by written notice (which shall include a copy of the Title Commitment and Survey) delivered to Seller of Purchaser's objection to such Title Exception(s) (a "Title Objection Notice"), prior to the expiration of the Approval Period, Purchaser shall be deemed to have approved such Title

Exception(s), said Title Exception(s) shall become Permitted Exceptions, and Purchaser shall accept title to the Property and survey as they existed as of the Effective Date, and subject to the Permitted Exceptions (as defined below). Purchaser shall have no duty to object to monetary encumbrances which constitute a lien on the Property, such as mortgages, and Seller shall satisfy said monetary encumbrances at closing. Seller shall have the option to pay same from the sales proceeds at Closing. If Purchaser delivers a Title Objection Notice to Seller prior to the expiration of the Approval Period, Seller shall have the right (without any obligation to do so) to cure or attempt to cure the Title Exception(s) referenced in Purchaser's Title Objection Notice within Fifteen(15) days after Purchaser's delivery of the Title Objection Notice, or, if sooner, by the Closing Date (as hereinafter defined) (the "Seller Title Cure Period"). In the event Seller is unable to cure or elects not to cure any one or more of the Title Exception(s) referenced in the Title Objection Notice, Seller shall notify Purchaser in writing during such Seller Title Cure Period of such inability or election(s) (the "Title Exception Election Notice"). Purchaser shall have ten (10) days after such Title Exception Election Notice, or, if sooner, until Closing, to terminate this Agreement by written notice to Seller (the "Title Exception Response Notice") whereupon this Agreement shall terminate and the Earnest Money shall be returned to the Purchaser. If Seller should fail to deliver a Title Exception Election Notice to Purchaser in response to a Title Objection Notice prior to the expiration of the Seller Title Cure Period, Seller shall be deemed to have elected not to cure the Title Exception(s) referenced in the Title Objection Notice, whereupon Purchaser shall have Five (5) days after the expiration of the Seller Title Cure Period, or, if sooner, before Closing, to terminate this Agreement by providing a Title Exception Response Notice to Seller, whereupon this Agreement shall terminate and the Earnest Money shall be returned to Purchaser. Unless Purchaser notifies Seller that Purchaser has elected to terminate this Agreement within 5 days after such Title Exception Response Notice or expiration of the Seller Title Cure Period as applicable, or if sooner, before Closing, Purchaser shall be deemed to have waived such right to terminate this Agreement, and Purchaser shall take title subject to the Permitted Exceptions. The term "Permitted Exceptions," as used herein, shall mean ; (i) recorded easements, conditions, covenants, reservations, and restrictions existing at the Effective Date that Seller has not elected to cure (ii) Title Exceptions which are waived or deemed to be waived by the Purchaser in accordance with this Paragraph 13. Notwithstanding the foregoing, Title Exceptions which Seller has elected to cure as provided in this Paragraph 13 shall not constitute Permitted Exceptions unless Purchaser subsequently waives same. It is understood and agreed that the Seller has no obligation, under any circumstances, to institute any suit to correct any defects in title. Notwithstanding any other provision hereof, in the event Purchaser terminates this Agreement in accordance with the provisions of this Paragraph 13, the Escrow Agent shall refund to Purchaser the Earnest Money, and neither party shall have any further obligation hereunder, except that Purchaser's indemnity obligations set forth in this Agreement hereunder shall survive such termination.

- c) The property description for the deed shall be consistent with the description contained in the deed(s) by which Seller took title to the subject property.

14. **Brokerage Commissions**

Seller and Purchaser acknowledges that neither has been represented by a broker and no real estate commission is due at Closing.

15. Intentionally Omitted.

16. **Notices**

(a) Any notice or document required or permitted to be delivered or given hereunder must be in writing and shall be deemed to be delivered when actually delivered to the recipient, or, if notice or document is sent by a recognized overnight delivery service (such as Federal Express) in accordance with the provisions of this paragraph, such notice shall be deemed given on the next business day after same is delivered to such overnight delivery service, properly addressed, delivery charges paid or account charge accepted, with instructions that said notice shall be delivered by a "next day" method of delivery. Any such overnight delivery service must offer guaranteed "next day" delivery in order to be acceptable. Any such notices shall be addressed to the parties hereto at the respective addresses set out opposite their names below:

If to Purchaser:

[Redacted address information]

with a copy to:

[Redacted address information]

If to Seller:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone:  
Email:

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone:

Email:

17. **Modifications**

This Contract cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

18. **Assigns**

This Contract shall inure to the benefit of and be binding on the parties. Purchaser may not assign its rights or obligations under this Contract without the prior written consent of Seller.

19. **Effective Date**

The date on which this Contract is executed by the last to sign of the Seller and Purchaser shall be the "*Effective Date*" of this Contract.

20. **Time of the Essence**

Time is of the essence in the execution and performance of this Contract and of each of its provisions; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of South Carolina, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday. In this Contract, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of South Carolina. In this Contract, the term "business day" means any day other than a Saturday, Sunday, or legal holiday.

21. **Entire Agreement**

This Contract, including the Exhibits and any escrow agreements or other similar agreements entered into by Seller and Purchaser in connection with and as contemplated by this Contract, if any, contain the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior agreements and understandings between the parties pertaining to such subject matter. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

22. **Further Assurances**

Each party agrees that it will without further consideration execute and deliver such other documents, and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate the purposes or subject matter of this Contract. Without limiting the generality of the foregoing, Purchaser shall, if requested by Seller, execute acknowledgments of receipt with respect to any materials delivered by

Seller to Purchaser with respect to the Property. If Seller agrees to cooperate or provide assistance with respect to any litigation or other disputes subsequent to the Closing at Purchaser's request with respect to the Property (other than disputes between Purchaser and Seller), then Purchaser shall, upon demand, reimburse Seller for any reasonable costs, fees, expenses (including attorneys' fees and expenses) and other amounts that Seller incurs in connection with providing such cooperation and assistance.

23. **Counterparts**

This Contract may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. Executed copies of this Contract may be delivered between the parties via e-mail.

24. **Severability**

If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall nonetheless remain in full force and effect.

25. **Applicable Law**

This Contract shall be governed, interpreted, and construed under the substantive laws of the State of South Carolina (without reference to such state's conflicts of laws principles).

26. **Jurisdiction and Venue**. Any action, suit, or proceeding arising out of this Agreement or the transactions contemplated by this Agreement shall be brought exclusively in state court located in Horry County, South Carolina, and Seller and Purchaser agree that such courts are the most convenient forum for resolution of any such action and further agree to submit to the jurisdiction of such courts and waive any right to object to venue in such courts.

27. **No Third Party Beneficiary**

The provisions of this Contract and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, including, but not limited to any broker described in Section 12, and accordingly, no third party shall have the right to enforce the provisions of this Contract or of the documents to be executed and delivered at Closing.

28. **Exhibits and Schedules**

The following schedules or exhibits attached hereto shall be deemed to be an integral part of this Contract:

- (a) Exhibit A - Certain Definitions
- (b) Exhibit B - Legal Description of Property
- (c) Exhibit C - Intentionally omitted

- (d) Exhibit D - Intentionally omitted
- (e) Exhibit E - Intentionally omitted
- (f) Exhibit F - Intentionally omitted
- (g) Exhibit G - Due Diligence Materials

29. **Captions**

The section headings appearing in this Contract are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

30. **Construction**

The parties acknowledge that the parties and their counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any exhibits or amendments hereto. Accordingly, this Contract shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. Whenever required by the context of this Contract, the singular shall include the plural and vice versa. When the context so requires, the neuter gender includes the feminine or masculine.

31. **Risk Of Loss**

Prior to Closing, the risk of loss shall remain with Seller. If, prior to Closing, the Property or any part thereof shall be condemned, destroyed or damaged by fire or other casualty, Seller shall promptly notify Purchaser. If the Property or any part thereof shall be condemned such that damages are in excess of an amount equal to twenty five percent (25%) of the Purchase Price or if the Property or any part thereof shall be destroyed or damaged by fire or other casualty the repair of which would cost in excess of ten percent (10%) of the Purchase Price, then, at the option of Purchaser, which option shall be exercisable, if at all, by written notice thereof to Seller within three (3) Business Days after Purchaser receives written notice of such fire, earthquake or other casualty or condemnation, this Contract may be terminated. If Purchaser elects to terminate this Contract, the Earnest Money shall be returned to Purchaser, in which event this Contract shall, without further action of the parties, become null and void, and neither party shall have any rights or obligations under this Contract, except those which expressly survive termination. In the event that Purchaser does not exercise the option to terminate the Contract set forth above, or if the condemnation or casualty is below the threshold described above, then (i) Purchaser's obligations hereunder to purchase the Property for the full Purchase Price shall apply without regard to the occurrence or effect of any damage to the Property or destruction of any improvements on the Property or condemnation of any portion of the Property, (ii) Purchaser shall have no right to terminate this Contract or reduce the Purchase Price in the event of any damage to the Property or destruction of any improvements on the Property or condemnation of any portion of the Property, (iii)

Purchaser hereby waives any right Purchaser may have at law or in equity to terminate this Contract or seek reduction of the Purchase Price on account of any damage to the Property or destruction of any improvements on the Property or condemnation of any portion of the Property, and (iv) the Closing shall take place on the Closing Date, provided, however that Seller hereby agrees that upon the Closing, there shall be a credit against the Purchase Price due hereunder equal to the amount of any condemnation awards received by Seller prior to the closing, if any, as a result of any such damage or destruction or condemnation, less any sums expended by Seller toward the restoration or repair of the Property or in collecting such condemnation awards. If any such awards have not been collected as of the Closing, then such awards shall be assigned to Purchaser, except to the extent needed to reimburse Seller for sums expended prior to the Closing to repair or restore the Property or to collect any such proceeds or awards.

32. **Prorations; Closing Costs.**

- (a) **General Prorations.** All amounts for general real estate taxes, and any other recurring items typically prorated between Seller and Purchaser shall, except as otherwise provided herein, be prorated to 11:59 p.m. local time on the day before the Closing Date with Purchaser receiving the benefits and burdens of ownership on and after the Closing Date.
- (b) **Final Prorations.** If final prorations cannot be made at the Closing for any item subject to proration under this Section 32, then, Purchaser and Seller agree to allocate such items on a fair and equitable basis as soon as invoices or bills are available and applicable reconciliation with tenants have been completed, with final adjustment to be made as soon as reasonably possible after the Closing, and in any event not later than the date that is one hundred eighty (180) days after Closing. If either party receives any funds which belong to the other party under this Section 32, such receiving party shall pay over and/or deliver such funds to the other party (without interest thereon) within fifteen (15) Business Days after receipt.
- (c) Payments of real property taxes and assessments to the extent paid by and attributable to the period of time on or prior to the Closing Date shall be paid by Seller and Seller shall have the sole right to prosecute an appeal or claim with respect to such amounts.
- (d) **Closing Costs.** At Closing, Purchaser shall pay (a) the premium for any additional coverage in the New Title Policy above the Purchase Price and the costs of any endorsements to the New Title Policy, and the costs associated with the simultaneous issuance of an owner's and lender's title policy, (b) all fees and expenses related to Purchaser's acquisition financing, if any, and Purchaser's due diligence in general, (c) any and all applicable recording fees; (d) cost of survey, if any; (e) any inspections or other due diligence conducted by Purchaser. Seller shall pay (a) any transfer taxes, documentary stamp tax or similar tax payable by reason of transfer of the Property or any portion thereof, and (b) the costs associated with

33. **Right to Repurchase.**

Seller reserves unto itself, its successors, or assigns, a right to repurchase the Property for the amount set forth in §3(a) above in the event that Purchaser fails to complete construction, as evidenced by issuance of a Certificate of Occupancy, of the contemplated facility as approved by the Cool Springs Committee within two (2) years of the date the deed to the Property is recorded with the Horry County Register of Deeds. This provision shall specifically survive closing.

IN WITNESS WHEREOF, this Contract is executed as of the Effective Date.

SELLER:

Horry County

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

Name:

Title:

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

PURCHASER:



2-13-20

## **EXHIBIT A**

### **CERTAIN DEFINITIONS**

Initially capitalized terms not otherwise defined in this Contract shall have the respective meanings ascribed thereto in this Exhibit A.

***“Business Day”*** means any day on which Seller is open for business other than a Saturday, a Sunday or a federal holiday.

***“Land”*** means that certain real property more particularly described on Exhibit B to this Contract.

***“Proforma Exceptions”*** means and includes all of the matters set forth as exceptions on Schedule B of the Commitment, excluding only those exceptions which Seller agrees in writing to remove.

***“Property”*** means all of Seller’s right title and interest in and to (i) the Land, (ii) any and all buildings, improvements, and fixtures located on the Land.

***“State”*** means the State of South Carolina.

***“Title Company”*** means First American Title Insurance Company.

**EXHIBIT B**

**LEGAL DESCRIPTION OF PROPERTY**

**Copy of proposed survey attached**

**[This description to be replaced with the legal description from any new survey completed by Purchaser]**

**EXHIBIT C, D, E, and F**

**Intentionally Omitted**

**EXHIBIT G**

**DUE DILIGENCE MATERIALS**

1. SITE PLANS;
2. ALTA SURVEY;
3. ENVIRONMENTAL REPORTS/STUDIES; AND
4. PROPERTY CONDITION REPORT(S).



# Decision Memorandum

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Date: January 31, 2020  
Prepared by: Sandy Davis, MBREDC  
Re: Cool Springs Industrial Park property—3.65 acres (TMS #067-00-01-125)

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## **ISSUE:**

The Myrtle Beach Regional Economic Development Corporation (MBREDC) has obtained an offer to purchase a 3.65-acre parcel of undeveloped property located within the Cool Springs Industrial Park for private commercial use.

## **DISCUSSION:**

The Cool Springs Industrial Park is located near Aynor, South Carolina along Hwy. 319. The industrial park is currently the location of PTR, a large-scale gun manufacturer. MBREDC has submitted the proposed project to the Cool Springs Business Park Management Committee, and the proposed project was approved.

The proposed purchaser intends to construct an approximate 24,000 sf facility, and the project is estimated to create 15 jobs along with capital investment anticipated to be in excess of \$2,000,000. The company has requested to purchase 3.65 acres at a price of \$10,000 per acre, for a total sales price of \$36,500.

## **RECOMMENDATION:**

After review of the offer to purchase, consideration of the proposed use of the parcel, and completion of due diligence regarding the companies involved, MBREDC staff recommends that County Council approve, by way of ordinance attached herewith, of the entering into of a Purchase Contract with the proposed purchaser substantially similar to the terms described herein.

COUNTY OF HORRY )  
STATE OF SOUTH CAROLINA )

ORDINANCE 23-2020

**AN ORDINANCE TO AMEND THE FY 2020 BUDGET (ORDINANCE NUMBER 25-19, SECTION 1) SO AS TO RECOGNIZE VARIOUS REVENUE AND EXPENDITURE IN THE WASTE MANAGEMENT RECYCLING FUND**

**WHEREAS**, the Horry County Council adopted Ordinance 25-19 entitled "AN ORDINANCE TO RAISE REVENUE, MAKE APPROPRIATIONS AND ADOPT A BUDGET FOR HORRY COUNTY, SOUTH CAROLINA, FOR THE YEAR ENDING JUNE 30, 2020"; and

**WHEREAS**, expenditures within the fund for hauling and disposal of trash within the unincorporated area of the County is projected to exceed the FY2020 Budget; and

**WHEREAS**, County Council now would like to amend the FY 2020 budget, adjusting revenue and expenditures in the Waste Management Recycling Fund.

**NOW, THEREFORE**, by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina, and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

- The FY 2020 Budget is amended as follows:**  
**Waste Management Recycling Fund**  
Revenue Shall Increase by \$ 766,000  
Expenditures Shall Increase by \$ 766,000
- Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of the South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section, or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- Effective date:** This Ordinance shall be effective upon passage of Third Reading.

**AND IT IS SO ORDAINED** this \_\_\_ day of \_\_\_\_\_, 2020.

**HORRY COUNTY COUNCIL**

\_\_\_\_\_  
Johnny Gardner, Chairman

Harold G. Worley, District 1	Bill Howard, District 2
Dennis DiSabato, District 3	Gary Loftus, District 4
Tyler Servant, District 5	Cam Crawford, District 6
Orton Bellamy, District 7	Johnny Vaught, District 8
W. Paul Prince, District 9	Danny Hardee, District 10
Al Allen, District 11	

Attest:

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

First Reading: March 10, 2020

Second Reading:

Third Reading:

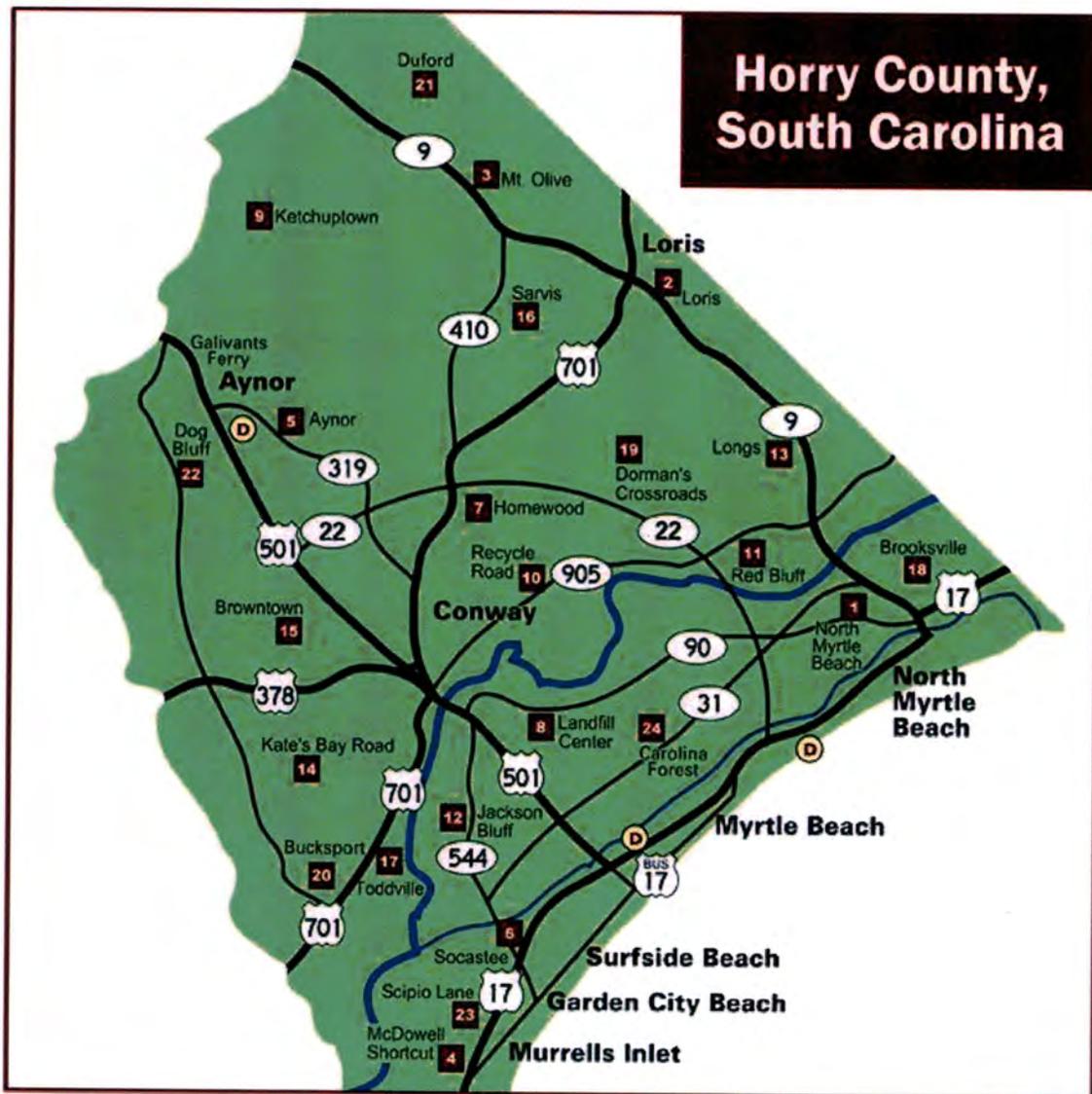


# Horry County Council Decision Memorandum

Date: February 18, 2020  
 From: Barry Spivey, Assistant County Administrator  
 Division: Infrastructure & Regulation Division  
 Cleared By: Steve Gosnell, County Administrator  
 David Gilreath, Assistant County Administrator  
 Re: Ordinance to Amend the FY 2020 Budget

## ISSUE

The Waste Management Recycling Fund (Fund 6) was established in fiscal year 1993 to accumulate the revenues and expenditures related to solid waste collection and recycling. Operations of this fund are financed with property tax millage levied on the unincorporated areas of the County. Twenty-four (24) convenience centers are disbursed throughout the unincorporated areas of the county as shown on the map below:



Expenditures are comprised of the operation of the centers (29%), disposal fees (28%), and hauling (43%). The current trend reflects expenditures growing faster than budget projections. The table below reflects the trends over the prior two years as well as a projection of FY2020 based on current YTD trends (FY2020 to FY2019). Please note that FY2019 included \$690,789 of Hurricane Florence debris cost.

<b>Year</b>	<b>Budget</b>	<b>Actual</b>	<b>Variance</b>
FY2018	8,335,448	9,023,165	(687,717)
FY2019	8,914,772	10,114,188	(1,199,416)
FY2020 P	9,253,668	10,019,659	(765,991)

The projected shortfall for FY2020 is \$766,000. The additional expenditure would have to be funded by Fund Balance. Fund Balance was \$1,457,157 at June 30, 2019. Reimbursement from Hurricane Matthew are anticipated in FY2020 that will increase the Fund Balance sufficiently to cover this overage. Additional revenues must be considered for this Fund in the FY2021 Budget process.

**RECOMMENDATION**

The Infrastructure & Regulation Committee reviewed this request at its February 25 meeting and recommends County Council's approval of the attached ordinance to recognize the additional revenue and expenditure.

**A RESOLUTION TO AWARD HORRY COUNTY HOME CONSORTIUM FUNDING**

**WHEREAS**, Horry County is designated the participating jurisdiction for the Horry County HOME Consortium, an inter-governmental entity representing jurisdictions within Horry, Georgetown, and Williamsburg counties, excluding the local jurisdictions of Briarcliffe Acres, North Myrtle Beach, Surfside Beach, and Pawleys Island, and is responsible for the administration of the HOME Investment Partnerships Program (HOME);

**WHEREAS**, Horry County has conducted a solicitation for eligible homeowner and tenant based rental assistance projects for utilization of HUD funds for the 2019-2020 Program Year; and

**WHEREAS**, the Project Review Committee has developed a recommendation for funding for the project solicitation round.

**NOW, THEREFORE, BE IT RESOLVED**, that the Horry County Council hereby awards HOME funding for the following activity:

Habitat for Humanity of Horry County – Hope’s Crossing: \$120,000.00

**AND IT IS SO RESOLVED** this 10<sup>th</sup> day of March, 2020.

**HORRY COUNTY COUNCIL**

\_\_\_\_\_  
Johnny Gardner, Chairman

Harold G. Worley, District 1  
Dennis DiSabato, District 3  
Tyler Servant, District 5  
Orton Bellamy, District 7  
W. Paul Prince, District 9  
Al Allen, District 11

Bill Howard, District 2  
Gary Loftus, District 4  
Cam Crawford, District 6  
Johnny Vaught, District 8  
Danny Hardee, District 10

Attest:

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council



County Council Decision Memorandum  
Horry County, South Carolina

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**Date:** February 11, 2020  
**From:** Courtney Frappaolo, Community Development Director  
**Division:** Administration  
**Cleared By:** Barry Spivey, Assistant County Administrator  
**RE:** 2019-2020 Proposed HOME Funding Award

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**ISSUE**

The Horry County HOME Consortium recently released a solicitation for Homeowner and Tenant Based Rental Assistance projects. Staff have reviewed the received applications and the Project Review Committee has developed a recommendation for awards for the funding solicitation.

**BACKGROUND**

Horry County serves as the Participating Jurisdiction for the Horry County HOME Consortium. The Horry County HOME Consortium is an intergovernmental entity representing jurisdictions within Horry, Georgetown, and Williamsburg counties, excluding the local jurisdictions of Briarcliffe Acres, North Myrtle Beach, Surfside Beach, and Pawleys Island. Horry County Council is the governing body for the Horry County HOME Consortium and is responsible for authorizing grant related actions. This responsibility includes the approval of HOME funding awards.

The 2019-2020 budget includes an allocation for \$300,000.00 for homeowner housing development activities. Due to changes in the commitment deadlines for the HOME Program, specific activities were to be determined at a later date. Subsequently, staff conducted a solicitation for eligible project proposals.

Horry County HOME Consortium released a request for Homeowner and Tenant Based Rental Assistance projects on November 19, 2019. Applications for HOME funding were due on December 13, 2019. Review of the HOME program applications was completed pursuant to the policies and procedures and included staff review. Staff examined the received applications for conformance with the solicitation criteria, financial feasibility, and alignment with Consolidated Plan goals. The Project Review Committee, consisting of representatives from Georgetown, Horry, and Williamsburg Counties, as well as the Cities of Conway and Myrtle Beach, provided a recommendation for awards for the HOME funding round. Three applications for HOME funding were received, of which one application was recommended for funding at this time:

- 1) Habitat for Humanity of Horry County: \$120,000.00 for new construction of 3 single family residential units for homeownership.

Applicant	Eastern Carolina Homelessness Organization	Habitat for Humanity of Horry County	His Hands of Horry County
Project Name	ECHO Tenant Based Rental Assistance	Hope's Crossing	Rehab Assistance
Community	Throughout Horry County HOME Consortium	Conway (Horry County)	Horry County
Type of Activity	Tenant Based Rental Assistance	Homeowner New Construction	Owner-Occupied Rehabilitation
Units Proposed	25	3	6
Cost per Unit (HOME)	\$6,000	\$40,000.00	\$33,333
HOME funds requested	\$150,000	\$120,000	\$200,000
Total Project Cost	\$187,500	\$240,000	\$240,000
Match % (Match Amount/HOME Request)	25.00%	100.00%	20.00%
<b>Technical Review Funding Recommendations:</b>	<b>HOLD</b>	<b>\$120,000 3 units</b>	<b>HOLD</b>

Total Home Investment:	\$120,000
Total Non-HOME Leveraged:	\$120,000
Total Housing Units Produced:	3

The recommended project consists of the new construction of three single family residences for homeownership in the Hope's Crossing community of Conway, located in unincorporated Horry County. HOME funds will be leveraged with \$120,000.00 in private donations and volunteer labor to construct the units for ownership by eligible low-income households. The other two project applications received from His Hands of Horry County and Eastern Carolina Homelessness Organization (ECHO) are being held due to issues with match. The His Hands application is also being held due an unexpended balance from a previous HOME award. Staff will work with the applicants to address these issues prior to the next funding round. In order to assist the timeliness of reporting, applications will be submitted moving forward on a rolling basis. This process will be formalized in the coming quarter as a part of the HOME Consortium policy review.

### **RECOMMENDATION**

Community Development staff recommend approval of the proposed HOME funding award for Habitat of Humanity in the amount of \$120,000.

COUNTY OF HORRY  
STATE OF SOUTH CAROLINA

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RESOLUTION R-18-2020

**A RESOLUTION ADOPTING THE HORRY COUNTY HOME CONSORTIUM POLICIES AND PROCEDURES MANUAL.**

**WHEREAS**, on July 1, 2018, Horry County assumed the role of Participating Jurisdiction for the HOME Investment Partnerships Program;

**WHEREAS**, the HORRY County HOME Consortium is an inter-governmental entity representing jurisdictions within Horry, Georgetown, and Williamsburg counties, excluding the local jurisdictions of Briarcliffe Acres, North Myrtle Beach, Surfside Beach, and Pawleys Island;

**WHEREAS**, Horry County has updated a policies and procedures manual, entitled "*HCHC HOME Policies & Procedures Manual Version 2*", to comply with the statutory requirements of the HOME Investment Partnerships Program; and

**WHEREAS**, the Horry County Council authorizes staff to make subsequent revisions to the Policies and Procedures Manual, when required to comply with future HUD regulatory changes;

**NOW, THEREFORE, BE IT RESOLVED**, that Horry County Council adopts the "Horry County HOME Consortium Policies & Procedures Manual Version 2" dated February 13, 2020.

**AND IT IS SO RESOLVED** this 10th day of March, 2020.

**HORRY COUNTY COUNCIL**

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Johnny Gardner, Chairman

Harold G. Worley, District 1  
Dennis DiSabato, District 3  
Tyler Servant, District 5  
Orton Bellamy, District 7  
W. Paul Prince, District 9  
Al Allen, District 11

Bill Howard, District 2  
Gary Loftus, District 4  
Cam Crawford, District 6  
Johnny Vaught, District 8  
Danny Hardee, District 10

Attest:

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Patricia S. Hartley, Clerk to Council



County Council Decision Memorandum  
Horry County, South Carolina

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**Date:** February 13, 2020  
**From:** Courtney Frappaolo, Community Development Director  
**Division:** Administration  
**Cleared By:** Barry Spivey, Assistant County Administrator  
**RE:** 2019-2020 HCHC HOME Consortium Policies & Procedures Version 2

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**ISSUE**

The Horry County HOME Consortium Policies and Procedures are being revised to more effectively accommodate the development and funding of financially feasible, construction-ready HOME projects. These updates also create additional HUD required underwriting protocols that assist the Consortium in mitigating risk to the organization.

**BACKGROUND**

Horry County serves as the Participating Jurisdiction for the Horry County HOME Consortium. The Horry County HOME Consortium is an intergovernmental entity representing jurisdictions within Horry, Georgetown, and Williamsburg counties, excluding the local jurisdictions of Briarcliffe Acres, North Myrtle Beach, Surfside Beach, and Pawleys Island. The HOME Investment Partnership Program is governed by its implementing regulations at 24 CFR part 92. The changes within the policies and procedures align the Consortiums policies with HUD regulatory requirements. For example, adopting HUD underwriting guidelines for projects. Below are the four major components being amended at this time:

1. Creation of an underwriting committee to review and evaluate HOME project submissions. The underwriting committee, consisting of professionals from financial and other related sectors, will assist in determining the financial feasibility of project proposals.
2. Transition the rental program from an annual project application cycle to a rolling submission process for rental projects. This change will allow for the submission and funding of projects as they are ready to move to the construction phase. The application submission process will be split into two phases. The first phase will consist of a review of general project compliance, structure, and feasibility. Applicants completing the first phase will then secure all funding sources besides HOME, complete the environmental review process, procure a contractor, and achieve all other steps necessary to submit a comprehensive, fundable project. The phase two process will consist of final underwriting and approval of a financially feasible, construction-ready project.
3. Modify homeowner and TBRA projects from an annual project application cycle to a semi-annual submission process. This change will allow for additional opportunities for the

award of funding for homeowner and TBRA projects, while limiting additional administrative burden during the approval process.

4. Reclassification of certain subrecipients to a more appropriate classification, through the creation of a developer role. Developers are not subject to Federal procurement regulations under 2 CFR 200. The introduction of this change will reduce the procurement requirements placed upon qualifying housing developers. True subrecipients will continue to be classified as subrecipients.

**RECOMMENDATION**

Community Development staff recommend the approval of the Horry County HOME Consortium Policies and Procedures Manual update.

COUNTY OF HORRY )  
STATE OF SOUTH CAROLINA )

**RESOLUTION R-19-2020**

**A RESOLUTION GRANTING HISTORIC DESIGNATION TO CERTAIN PROPERTIES.**

**WHEREAS**, Horry County Code, Section 19-7, provides for a special tax assessment for eligible rehabilitated historic properties; and

**WHEREAS**, this special assessment creates an incentive for the rehabilitation of historic parcels by freezing the tax assessments at pre-rehabilitation levels for up to 15 years; and

**WHEREAS**, this special assessment prevents a property owner from being penalized for improving the value of a historic property; and

**WHEREAS**, in order to be eligible for the special tax assessment, historic properties must receive Preliminary and Final Certification from the Horry County Board of Architectural Review and Historic Preservation; and

**WHEREAS**, to receive Preliminary Certification, the property must be granted Historic Designation by Horry County Council; and

**WHEREAS**, the Platt building located at 317 Main Street in Conway, was built ca. 1909 and is a two-story brick commercial building with post-1945 alterations to the storefront and second story façade. The building is located in the Conway Downtown National Historic District, and the alterations have obtained their own historic integrity being over fifty years old; and

**WHEREAS**, the Sasser House/Physician Office located at 1403 9<sup>th</sup> Avenue in Conway, was built ca. 1895 as a side gabled, central passage house and later used as a physician's office. This building is a certified historic residential structure per the State Historic Preservation Office; and

**WHEREAS**, the building located at 329 & 331 Laurel Street in Conway, was built c. 1940. The building was once used as a 5 & Dime, and later as a pool hall in the early 1950's. This building was designated historic by the Conway City Council on December 18, 2019; and

**WHEREAS**, on November 19, 2019 and January 21, 2020, Horry County Board of Architectural Review and Historic Preservation provided Preliminary Tax Assessment; and

**WHEREAS**, each of the properties listed above have significant inherent character, interest, history, and value as part of the community and heritage of Horry County.

**NOW, THEREFORE**, Horry County Council grants Historic Designation to the following properties: the Platt Building, the Sasser House/Physician Office, and the building located at 329 and 331 Laurel Street.

**AND IT IS SO RESOLVED** this 10th day of March, 2020.

**HORRY COUNTY COUNCIL**

\_\_\_\_\_  
Johnny Gardner, Chairman

Harold G. Worley, District 1  
Dennis DiSabato, District 3  
Tyler Servant, District 5  
Orton Bellamy, District 7  
W. Paul Prince, District 9  
Al Allen, District 11

Bill Howard, District 2  
Gary Loftus, District 4  
Cam Crawford, District 6  
Johnny Vaught, District 8  
Danny Hardee, District 10

Attest:

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

County Council Decision Memorandum  
Horry County, South Carolina

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Date: February 25, 2020  
From: Planning & Zoning  
Division: Administration Committee  
Prepared By: Lou Conklin, Senior Planner  
Cleared By: David Schwerd, Director  
Regarding: Historic Designation of Property for Special Property Assessments

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**ISSUE:**

Should Horry County Council designate the Platt Building, the Sasser House/Physician Office, and the building at 329 and 331 Laurel Street as historic?

**PROPOSED ACTION**

Recommend the designation of the Platt Building, the Sasser House/Physician Office and the building located at 329 and 331 Laurel Street, as historic.

**RECOMMENDATION**

Designate the Platt Building, the Sasser House/Physician Office and the building located at 329 & 331 Laurel Street as historic.

**BACKGROUND:**

Horry County Code, Section 19-7, provides for a special tax assessment for eligible rehabilitated historic properties. This special assessment creates an incentive for the rehabilitation of historic parcels by freezing the tax assessments at pre-rehabilitation levels for up to 15 years. This prevents a property owner from being penalized for improving the value of a historic property. In order to receive preliminary certification a property must meet the following conditions:

1. The owner of the property applies for and is granted Historic Designation by Horry County Council; and
2. The proposed rehabilitation receives approval of rehabilitation work from the Horry County Board of Architectural Review.

Because the property is located in the City of Conway, they are not eligible to be added to the County's Historic Register; however, they are eligible to be designated as historic through a resolution of County Council.

**ANALYSIS:**

After conducting hearings on November 19, 2019 and January 21, 2020, the Board of Architectural Review and Historic Preservation has unanimously determined that the above named structures meet the requirements of Section 1706.1 of the Horry County Zoning Ordinance, *Criteria for Historic Designation*. The buildings are a minimum of fifty (50) years old in addition to meeting other historic standards. The Board of Architectural Review and Historic Preservation provided Preliminary Tax Assessment on the Platt Building, the Sasser House/Physician Office, and the building located at 329 and 331 Laurel Street.

COUNTY OF HORRY )  
STATE OF SOUTH CAROLINA )

**RESOLUTION R-20-2020**

**A RESOLUTION TO APPROVE THE SUBMITTAL TO GSATS FOR CONSIDERATION OF TRANSPORTATION ENHANCEMENT PROJECT FOR A MULTIPURPOSE PATH ALONG LITTLE RIVER NECK RD.**

**WHEREAS**, the Grand Strand Area Transportation Study (GSATS) has identified that there is potential funding available for the construction of a transportation enhancement project; and,

**WHEREAS**, Horry County and the City of North Myrtle Beach have previously identified the construction a multipurpose path along Little River Neck Rd as project that should be jointly pursued; and,

**WHEREAS**, the multipurpose path would be an eligible project to be funded using the Transportation Enhancement monies; and

**NOW THEREFORE**, the Horry County Council resolves to approve the submittal of the multipurpose path along Little River Neck Rd for consideration thru GSATS and SCDOT.

**AND IT IS SO RESOLVED** this 10th day of March, 2020.

**HORRY COUNTY COUNCIL**

---

Johnny Gardner, Chairman

Harold G. Worley, District 1	Bill Howard, District 2
Dennis DiSabato, District 3	Gary Loftus, District 4
Tyler Servant, District 5	Cam Crawford, District 6
Orton Bellamy, District 7	Johnny Vaught, District 8
W. Paul Prince, District 9	Danny Hardee, District 10
Al Allen, District 11	

Attest:

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Patricia S. Hartley, Clerk to Council

COUNTY OF HORRY  
STATE OF SOUTH CAROLINA

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**RESOLUTION R-21-2020**

**A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE OF CYPRESS VILLAGE PHASE 2A (ZOSTERA DRIVE, GINGER LILY WAY, PYXIE MOSS DRIVE) INTO THE COUNTY ROAD SYSTEM:**

**WHEREAS**, the developers of Cypress Village Phase 2A (Zostera Drive, Ginger Lily Way, & Pyxie Moss Drive) request the roads and drainage be dedicated to Horry County; and

**WHEREAS**, they have provided the Engineering Department with fully executed dedication documents and a warranty letter of credit guaranteeing a three-year warranty; and

**WHEREAS**, the roads and drainage of Cypress Village Phase 2A (Zostera Drive, Ginger Lily Way, & Pyxie Moss Drive) have been constructed to Horry County standards and inspected by the Engineering Department; and

**WHEREAS**, it is the intent of Horry County Council to accept the roads and drainage of Cypress Village Phase 2A (Zostera Drive, Ginger Lily Way, & Pyxie Moss Drive) in the County system.

**NOW, THEREFORE**, Horry County Council resolves to accept the roads and drainage of Cypress Village Phase 2A (Zostera Drive, Ginger Lily Way, & Pyxie Moss Drive) and begin their three-year warranty period on the date of said acceptance.

**AND IT IS SO RESOLVED** this 10<sup>th</sup> day of March, 2020.

**HORRY COUNTY COUNCIL**

---

Johnny Gardner, Chairman

Harold G. Worley, District 1  
Bill Howard, District 2  
Dennis DiSabato, District 3  
Gary Loftus, District 4  
Tyler Servant, District 5  
Cam Crawford, District 6

Orton Bellamy, District 7  
Johnny Vaught, District 8  
W. Paul Prince, District 9  
Danny Hardee, District 10  
Al Allen, District 11

Attest:

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Patricia S. Hartley, Clerk to Council

**County Council Decision Memorandum  
Horry County, South Carolina**

---

Date: February 14, 2020  
From: David Gilreath, P.E.  
Division: Infrastructure & Regulation  
Prepared By: Alisha Johnson, Plan Expediter  
Cleared By: David Gilreath, P.E.  
Committee: Infrastructure & Regulation  
Issue: Acceptance into the Horry County Maintenance System

---

**ISSUE**

The developers of Cypress Village Phase 2A (Zostera Drive, Ginger Lily Way, & Pyxie Moss Drive) = 0.28 miles in length (1,478.40') request the road and drainage be dedicated to Horry County.

**PROPOSED ACTION**

**OPTION A:** Approve acceptance into the County maintenance system of Cypress Village Phase 2A (Zostera Drive, Ginger Lily Way, & Pyxie Moss Drive)

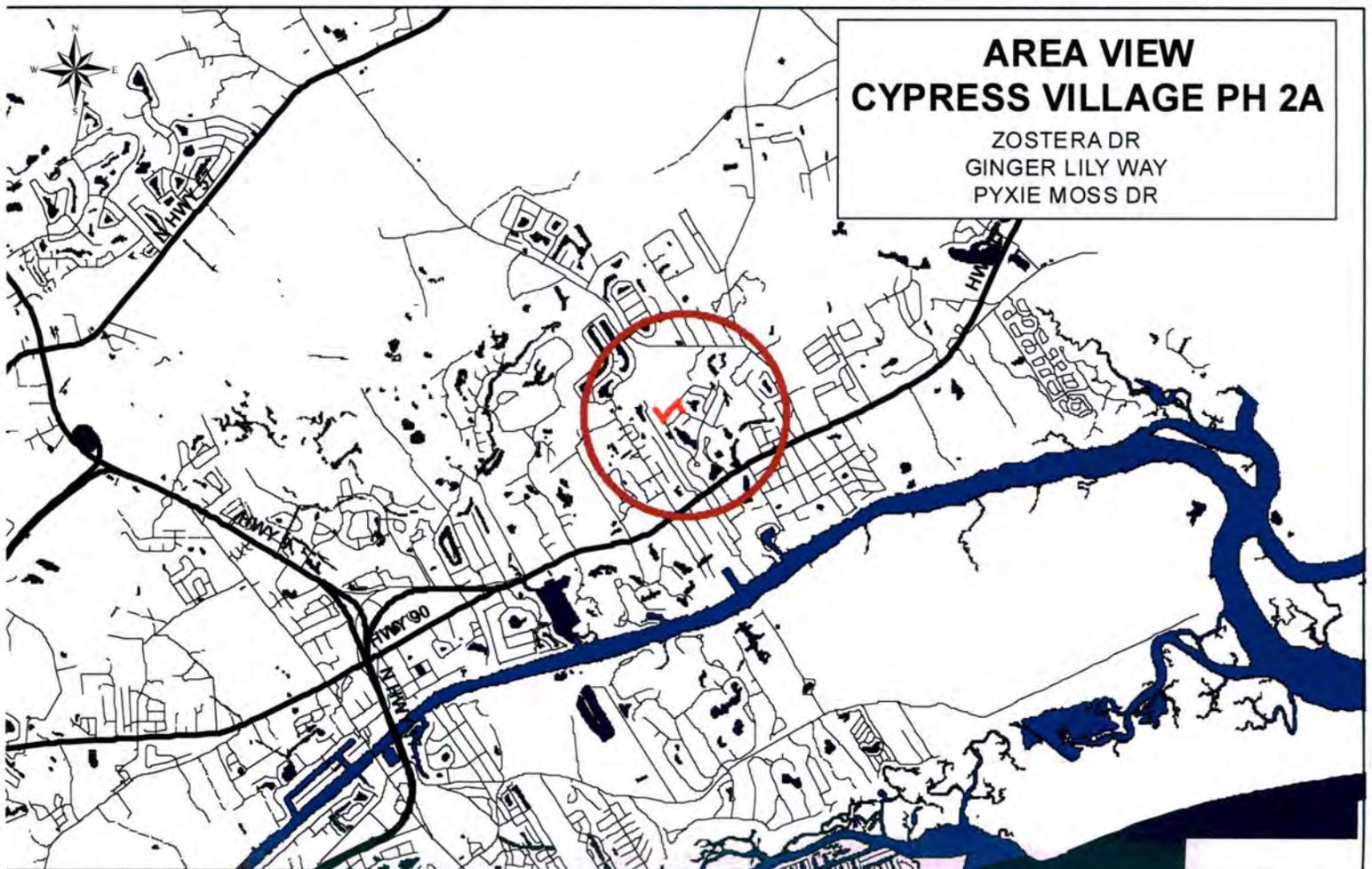
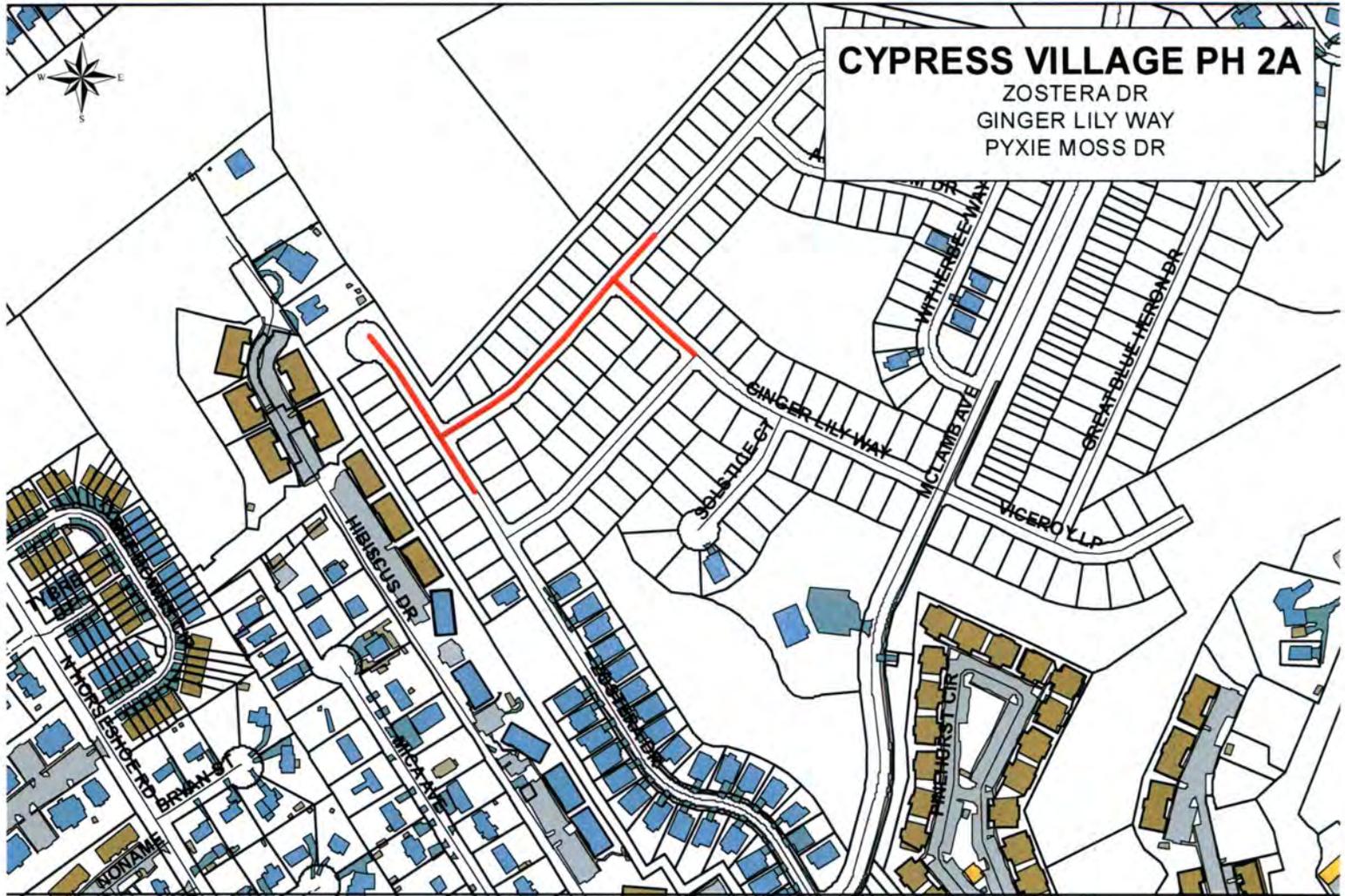
**OPTION B:** Do not approve acceptance.

**RECOMMENDATION:**

Staff recommends **OPTION A.**

**BACKGROUND**

The developers have provided the Engineering Department with fully executed dedication documents and a warranty letter of credit for Cypress Village Phase 2A (Zostera Drive, Ginger Lily Way, & Pyxie Moss Drive). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.



COUNTY OF HORRY  
STATE OF SOUTH CAROLINA

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**RESOLUTION R-22-2020**

**A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE OF JESSICA LAKES EAST PHASE 2 (PALM TERRACE LOOP, & ARECALES DRIVE) INTO THE COUNTY ROAD SYSTEM:**

**WHEREAS**, the developers of Jessica Lakes East Phase 2 (Palm Terrace Loop, & Arecales Drive) request the roads and drainage be dedicated to Horry County; and

**WHEREAS**, they have provided the Engineering Department with fully executed dedication documents and a warranty letter of credit guaranteeing a three-year warranty; and

**WHEREAS**, the roads and drainage of Jessica Lakes East Phase 2 (Palm Terrace Loop, & Arecales Drive) have been constructed to Horry County standards and inspected by the Engineering Department; and

**WHEREAS**, it is the intent of Horry County Council to accept the roads and drainage of Jessica Lakes East Phase 2 (Palm Terrace Loop, & Arecales Drive) in the County system.

**NOW, THEREFORE**, Horry County Council resolves to accept the roads and drainage of Jessica Lakes East Phase 2 (Palm Terrace Loop, & Arecales Drive) and begin their three-year warranty period on the date of said acceptance.

**AND IT IS SO RESOLVED** this 10<sup>th</sup> day of March, 2020.

**HORRY COUNTY COUNCIL**

---

Johnny Gardner, Chairman

Harold G. Worley, District 1  
Bill Howard, District 2  
Dennis DiSabato, District 3  
Gary Loftus, District 4  
Tyler Servant, District 5  
Cam Crawford, District 6

Orton Bellamy, District 7  
Johnny Vaught, District 8  
W. Paul Prince, District 9  
Danny Hardee, District 10  
Al Allen, District 11

Attest:

---

Patricia S. Hartley, Clerk to Council

**County Council Decision Memorandum  
Horry County, South Carolina**

---

Date: February 14, 2020  
From: David Gilreath, P.E.  
Division: Infrastructure & Regulation  
Prepared By: Alisha Johnson, Plan Expediter  
Cleared By: David Gilreath, P.E.  
Committee: Infrastructure & Regulation  
Issue: Acceptance into the Horry County Maintenance System

---

**ISSUE**

The developers of Jessica Lakes East Phase 2 (Palm Terrace Loop, & Arecales Drive) = 0.56 miles in length (2,956.80') request the road and drainage be dedicated to Horry County.

**PROPOSED ACTION**

**OPTION A:** Approve acceptance into the County maintenance system of Jessica Lakes East Phase 2 (Palm Terrace Loop, & Arecales Drive)

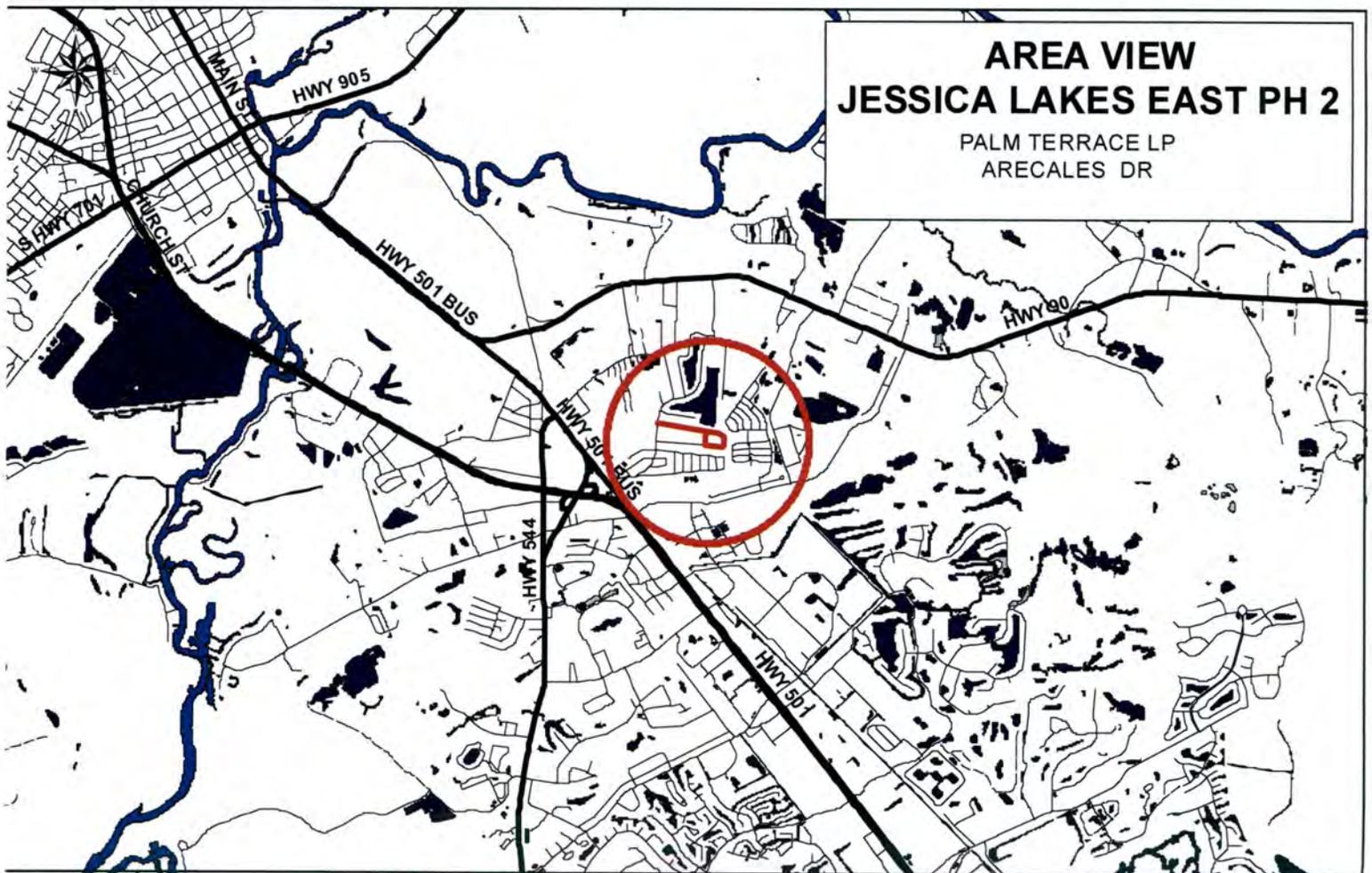
**OPTION B:** Do not approve acceptance.

**RECOMMENDATION:**

Staff recommends **OPTION A**.

**BACKGROUND**

The developers have provided the Engineering Department with fully executed dedication documents and a warranty letter of credit for Jessica Lakes East Phase 2 (Palm Terrace Loop, & Arecales Drive). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.



COUNTY OF Horry  
STATE OF SOUTH CAROLINA

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**RESOLUTION R-23-2020**

**A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE OF ROWELL'S COURT INTO THE COUNTY ROAD SYSTEM:**

**WHEREAS**, the developers of Rowell's Court request the roads and drainage be dedicated to Horry County; and

**WHEREAS**, they have provided the Engineering Department with fully executed dedication documents and a cash bond guaranteeing a three-year warranty; and

**WHEREAS**, the roads and drainage of Rowell's Court have been constructed to Horry County standards and inspected by the Engineering Department; and

**WHEREAS**, it is the intent of Horry County Council to accept the roads and drainage of Rowell's Court in the County system.

**NOW, THEREFORE**, Horry County Council resolves to accept the roads and drainage of Rowell's Court and begin their three-year warranty period on the date of said acceptance.

**AND IT IS SO RESOLVED** this 10<sup>th</sup> day of March, 2020.

**HORRY COUNTY COUNCIL**

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Johnny Gardner, Chairman

Harold G. Worley, District 1  
Bill Howard, District 2  
Dennis DiSabato, District 3  
Gary Loftus, District 4  
Tyler Servant, District 5  
Cam Crawford, District 6

Orton Bellamy, District 7  
Johnny Vaught, District 8  
W. Paul Prince, District 9  
Danny Hardee, District 10  
Al Allen, District 11

Attest:

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Patricia S. Hartley, Clerk to Council

**County Council Decision Memorandum  
Horry County, South Carolina**

---

Date: February 14, 2020  
From: David Gilreath, P.E.  
Division: Infrastructure & Regulation  
Prepared By: Alisha Johnson, Plan Expediter  
Cleared By: David Gilreath, P.E.  
Committee: Infrastructure & Regulation  
Issue: Acceptance into the Horry County Maintenance System

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**ISSUE**

The developers of Rowell's Court = 0.55 miles in length (2,904') request the road and drainage be dedicated to Horry County.

**PROPOSED ACTION**

**OPTION A:** Approve acceptance into the County maintenance system of Rowell's Court.

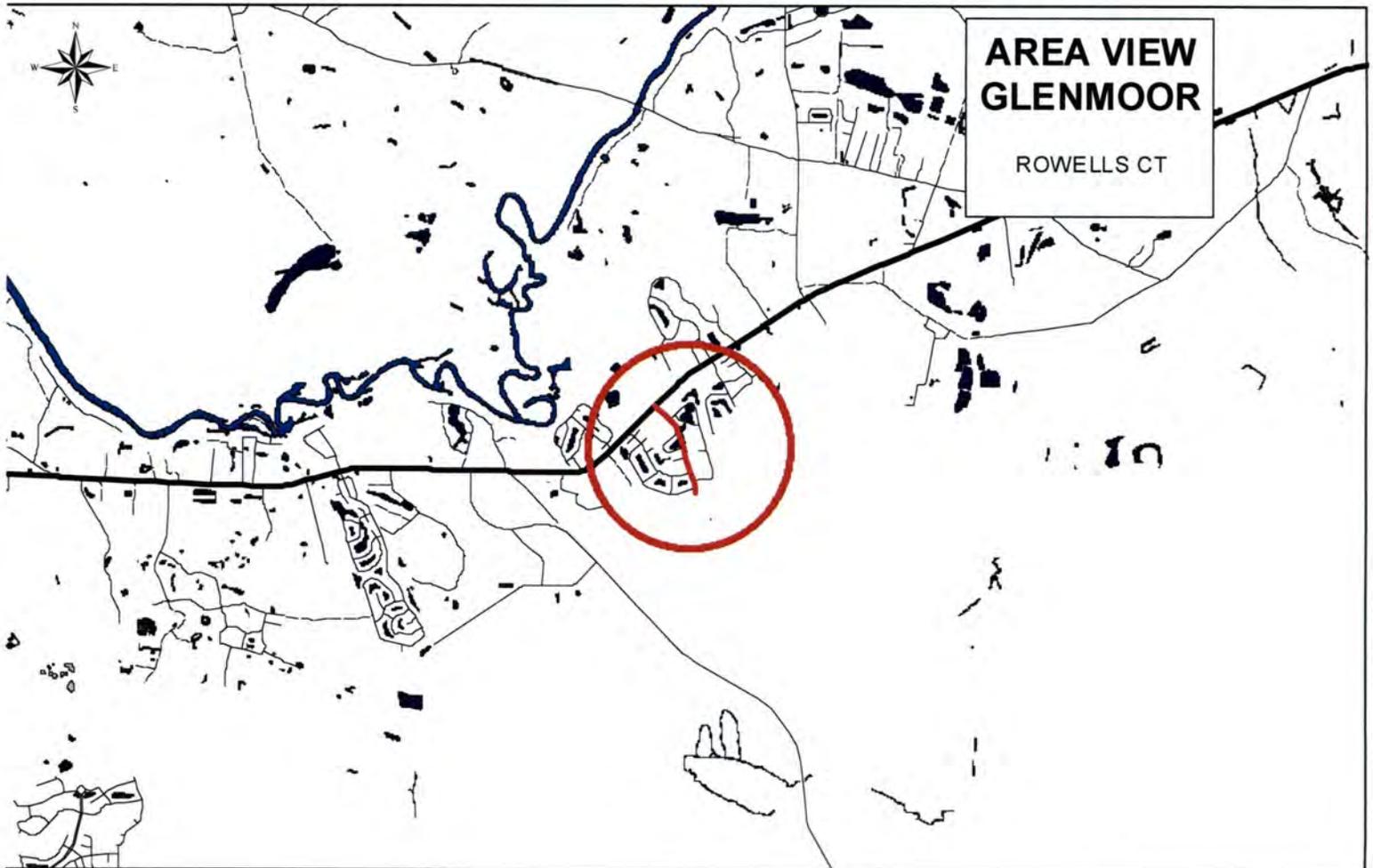
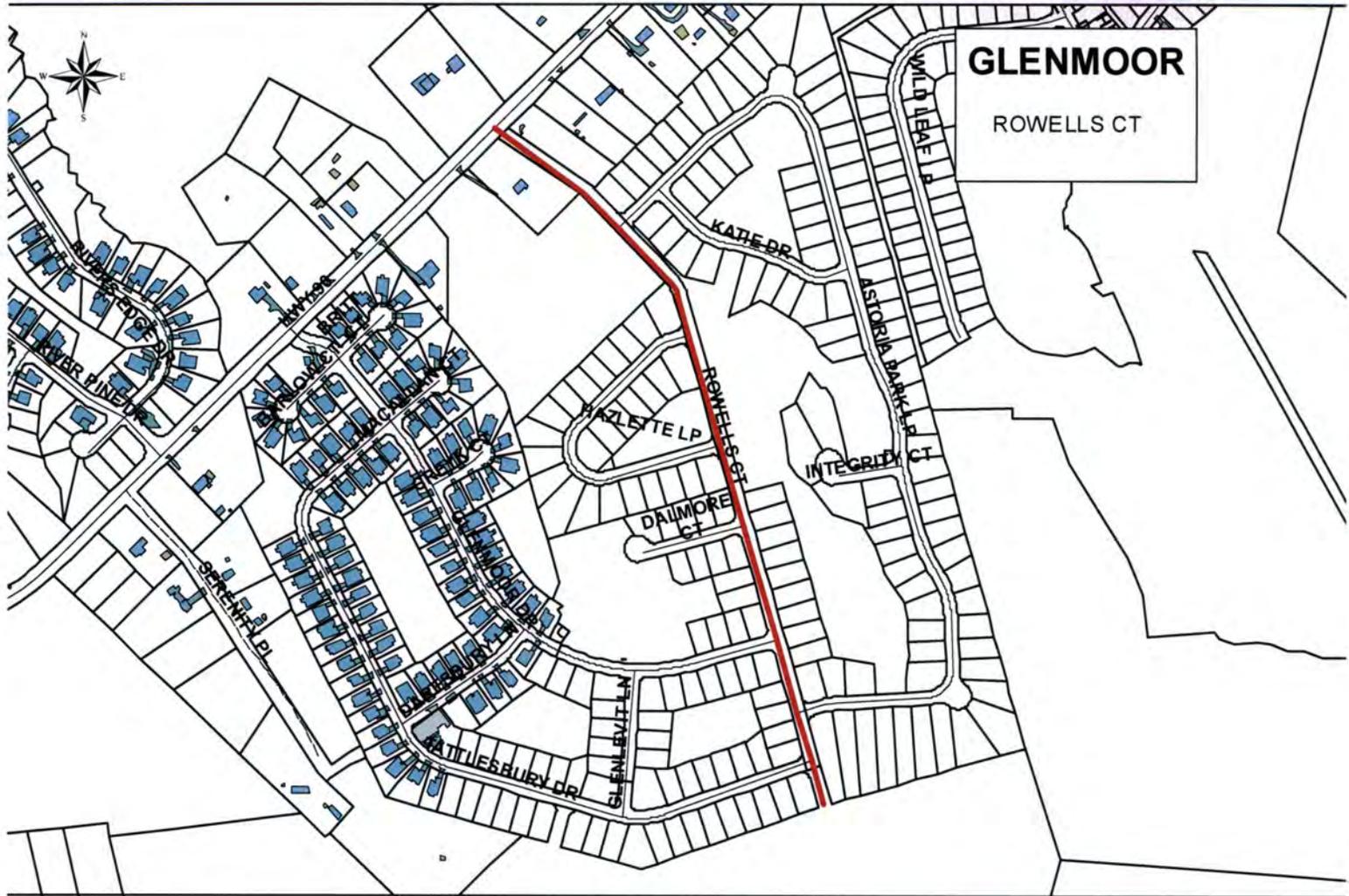
**OPTION B:** Do not approve acceptance.

**RECOMMENDATION:**

Staff recommends **OPTION A**.

**BACKGROUND**

The developers have provided the Engineering Department with fully executed dedication documents and a cash bond for Rowell's Court. The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.



COUNTY OF HORRY  
STATE OF SOUTH CAROLINA

)  
)

RESOLUTION R-24-2020

**A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE OF FREEWOODS PARK (FREEWOODS PARKS COURT) INTO THE COUNTY ROAD SYSTEM:**

**WHEREAS**, the developers of Freewoods Park (Freewoods Park Court) request the roads and drainage be dedicated to Horry County; and

**WHEREAS**, they have provided the Engineering Department with fully executed dedication documents and a warranty letter of credit guaranteeing a three-year warranty; and

**WHEREAS**, the roads and drainage of Freewoods Park (Freewoods Park Court) have been constructed to Horry County standards and inspected by the Engineering Department; and

**WHEREAS**, it is the intent of Horry County Council to accept the roads and drainage of Freewoods Park (Freewoods Park Court) in the County system.

**NOW, THEREFORE**, Horry County Council resolves to accept the roads and drainage of Freewoods Park (Freewoods Park Court) and begin their three-year warranty period on the date of said acceptance.

**AND IT IS SO RESOLVED** this 10<sup>th</sup> day of March, 2020.

**HORRY COUNTY COUNCIL**

---

Johnny Gardner, Chairman

Harold G. Worley, District 1  
Bill Howard, District 2  
Dennis DiSabato, District 3  
Gary Loftus, District 4  
Tyler Servant, District 5  
Cam Crawford, District 6

Orton Bellamy, District 7  
Johnny Vaught, District 8  
W. Paul Prince, District 9  
Danny Hardee, District 10  
Al Allen, District 11

Attest:

---

Patricia S. Hartley, Clerk to Council

**County Council Decision Memorandum  
Horry County, South Carolina**

---

Date: February 14, 2020  
From: David Gilreath, P.E.  
Division: Infrastructure & Regulation  
Prepared By: Alisha Johnson, Plan Expediter  
Cleared By: David Gilreath, P.E.  
Committee: Infrastructure & Regulation  
Issue: Acceptance into the Horry County Maintenance System

---

**ISSUE**

The developers of Freewoods Park (Freewoods Park Court) = 0.20 miles in length (1,056') request the road and drainage be dedicated to Horry County.

**PROPOSED ACTION**

**OPTION A:** Approve acceptance into the County maintenance system of Freewoods Park (Freewoods Park Court)

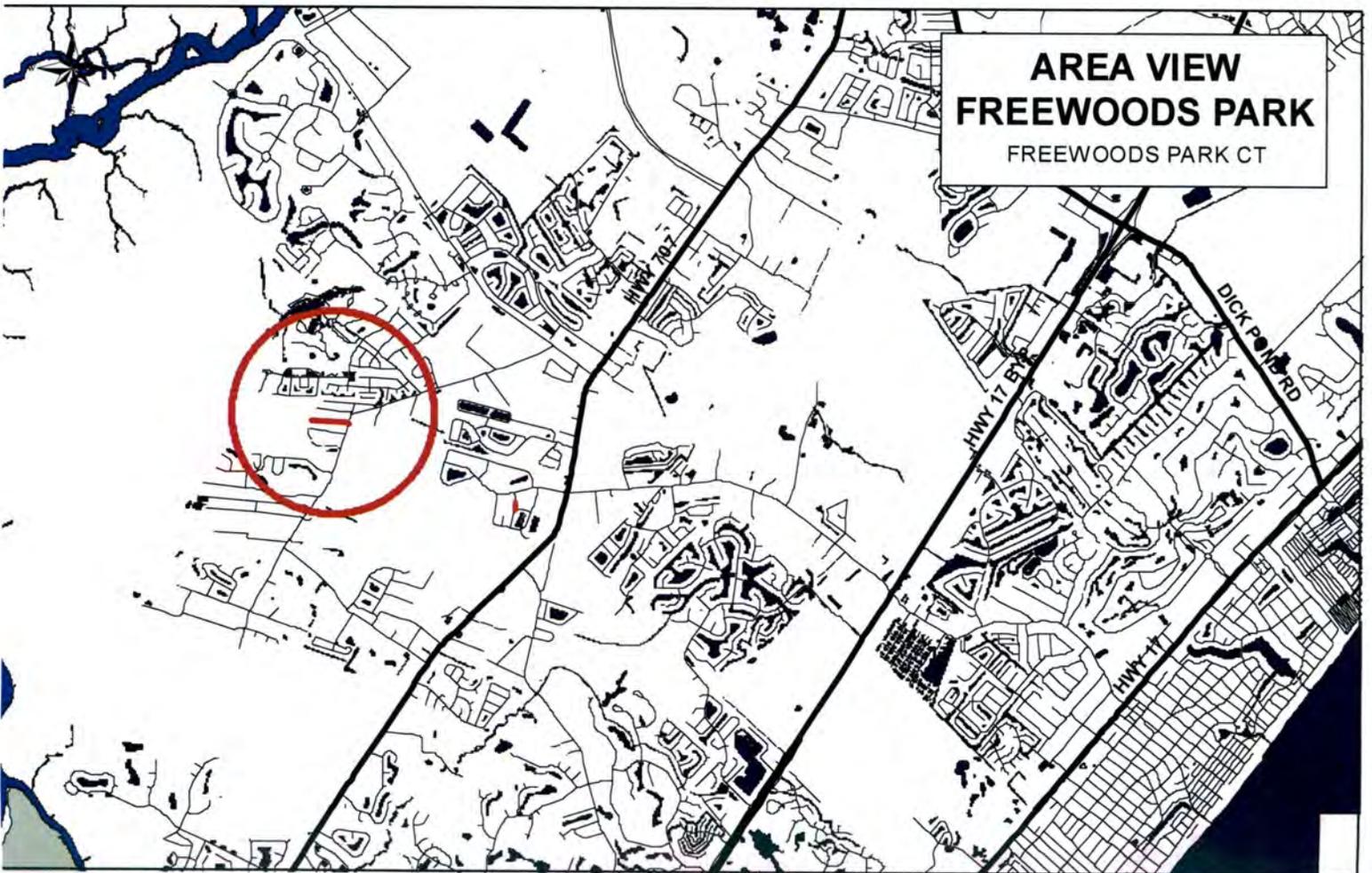
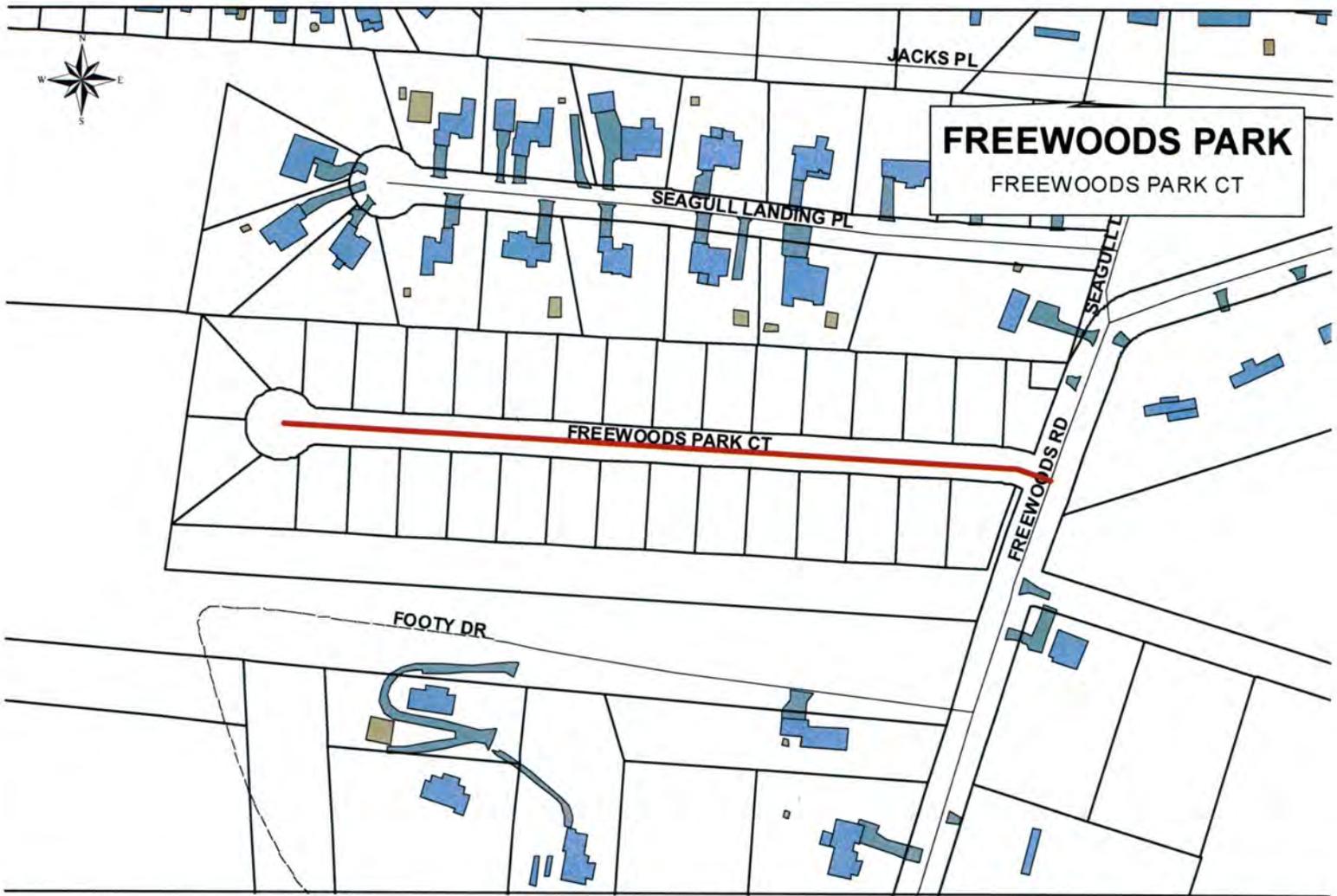
**OPTION B:** Do not approve acceptance.

**RECOMMENDATION:**

Staff recommends **OPTION A**.

**BACKGROUND**

The developers have provided the Engineering Department with fully executed dedication documents and a warranty letter of credit for Freewoods Park (Freewoods Park Court). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.



COUNTY OF HORRY  
STATE OF SOUTH CAROLINA

) COMMUNITY BENEFIT RESOLUTION R-10-2020  
)

**A RESOLUTION APPROVING AN ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS.**

**WHEREAS**, Horry County Council has provided \$240,000 in the General Fund budget for Council District community benefit accounts, from which each council member is allotted \$20,000 per annum; and

**WHEREAS**, the expenditure of such funds must be for a public purpose with allocations made to organizations with appropriate tax exempt status; and

**WHEREAS**, the following allocations have been requested:

<u>Council District</u>	<u>Amount</u>	<u>Organization &amp; Purpose</u>
9	\$12,000	<u>Great Commission Christian Ministries of Loris</u> – funding support for Bethesda Home for Single Mothers.

**NOW, THEREFORE, BE IT RESOLVED** that Horry County Council approves the above allocations from the Council District community benefit accounts and the funded organizations must comply with the County's funding agreement and procedures as applicable.

**AND IT IS SO RESOLVED** this 10th day of March, 2020.

**HORRY COUNTY COUNCIL**

\_\_\_\_\_  
Johnny Gardner, Chairman

Harold G. Worley, District 1  
Bill Howard, District 2  
Dennis DiSabato, District 3  
Gary Loftus, District 4  
Tyler Servant, District 5  
Cam Crawford, District 6

Orton Bellamy, District 7  
Johnny Vaught, District 8  
W. Paul Prince, District 9  
Danny Hardee, District 10  
Al Allen, District 11

Attest:

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

# REQUEST FOR ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS

Request is made to Council District 9

Date of Request 2/4/2020

**Non-Profit Organization Making Request:**

Name: Great Commission Christian Ministries of Louis  
(Must list the legal name of the organization that agrees to the Federal ID Number)

Address: 720 Hwy 701, Louis 29569

Phone: \_\_\_\_\_ Federal ID Number: On file

IRS Code Section under which tax exemption was granted: 501c3

IRS Tax Exemption Determination Letter attached? On file Yes \_\_\_\_\_ No \_\_\_\_\_  
(If above answer is "No", attach other information that supports that the IRS has identified your organization as exempt from tax.)

**Description of the Tax Exempt Purpose of this Organization:**

\_\_\_\_\_  
\_\_\_\_\_

Amount Requested ~~\$10,000~~ 12,000 Dated Needed \_\_\_\_\_

**Describe below, in specific detail, how the funds will be spent if allocated:**

Funding support for the Bethesda  
Home for Single Mothers.

Requested By: (Printed Name) \_\_\_\_\_

Position in the Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

*Paul Prince*

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 05 2014**

GREAT COMMISSION CHRISTIAN  
MINISTRIES OF LORIS, INC.  
720 HWY 701 S  
LORIS, SC 29569-7309

Employer Identification Number:  
46-5005456  
DLN:  
17053105310004  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
March 7, 2014  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,



Director, Exempt Organizations

Contact: Earl Spivey

Letter 947

COUNTY OF HORRY  
STATE OF SOUTH CAROLINA

) COMMUNITY BENEFIT RESOLUTION R-11-2020  
)

**A RESOLUTION APPROVING AN ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS.**

**WHEREAS**, Horry County Council has provided \$240,000 in the General Fund budget for Council District community benefit accounts, from which each council member is allotted \$20,000 per annum; and

**WHEREAS**, the expenditure of such funds must be for a public purpose with allocations made to organizations with appropriate tax exempt status; and

**WHEREAS**, the following allocations have been requested:

<u>Council District</u>	<u>Amount</u>	<u>Organization &amp; Purpose</u>
2	\$2,500	<u>Myrtle Beach High School</u> – funding for transportation for the Spring Break Softball Tournament in Orlando.
4	<u>\$1,000</u>	
	\$3,500	

**NOW, THEREFORE, BE IT RESOLVED** that Horry County Council approves the above allocations from the Council District community benefit accounts and the funded organizations must comply with the County's funding agreement and procedures as applicable.

**AND IT IS SO RESOLVED** this 10th day of March, 2020.

**HORRY COUNTY COUNCIL**

---

Johnny Gardner, Chairman

Harold G. Worley, District 1  
Bill Howard, District 2  
Dennis DiSabato, District 3  
Gary Loftus, District 4  
Tyler Servant, District 5  
Cam Crawford, District 6

Orton Bellamy, District 7  
Johnny Vaught, District 8  
W. Paul Prince, District 9  
Danny Hardee, District 10  
Al Allen, District 11

Attest:

---

Patricia S. Hartley, Clerk to Council



### REQUEST FOR ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS

Request is made to Council District ALL DISTRICTS Date of Request 2/10/20

Non-Profit Organization Making Request:

Name: Myrtle Beach High School Softball - Horry County School District  
(Must list the legal name of the organization that agrees to the Federal ID Number)

Address: 3302 Robert M. Gussman Plaza, Myrtle Beach SC 29577

Phone: \_\_\_\_\_ Federal ID Number: 57-6000364

IRS Code Section under which tax exemption was granted: \_\_\_\_\_

IRS Tax Exemption Determination Letter attached? Yes  No   
(If above answer is "No", attach other information that supports that the IRS has identified your organization as exempt from tax.)

Description of the Tax Exempt Purpose of this Organization:

\_\_\_\_\_  
\_\_\_\_\_

Amount Requested \$5000<sup>00</sup> Dated Needed \_\_\_\_\_

Describe below, in specific detail, how the funds will be spent if allocated:

Transportation and accommodations for a spring break softball tournament at the Wide World of Sports complex in Orlando Fla.

Requested By: (Printed Name) Joshua M. Compton

Position in the Organization: Father of 2 players / Fundraising Committee

Signature: [Handwritten Signature]

Bill Howard - \$2500  
Gary Loftus - \$1000



COUNTY OF HORRY  
STATE OF SOUTH CAROLINA

) COMMUNITY BENEFIT RESOLUTION R-12-2020  
)

**A RESOLUTION APPROVING AN ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS.**

**WHEREAS**, Horry County Council has provided \$240,000 in the General Fund budget for Council District community benefit accounts, from which each council member is allotted \$20,000 per annum; and

**WHEREAS**, the expenditure of such funds must be for a public purpose with allocations made to organizations with appropriate tax exempt status; and

**WHEREAS**, the following allocations have been requested:

<u>Council District</u>	<u>Amount</u>	<u>Organization &amp; Purpose</u>
11	\$2,200	<u>SC Dept of Archives &amp; History on behalf of Sewah Studios – manufacture of SC Historical Marker for military air crash site in Horry County.</u>

**NOW, THEREFORE, BE IT RESOLVED** that Horry County Council approves the above allocations from the Council District community benefit accounts and the funded organizations must comply with the County's funding agreement and procedures as applicable.

**AND IT IS SO RESOLVED** this 10th day of March, 2020.

**HORRY COUNTY COUNCIL**

\_\_\_\_\_  
Johnny Gardner, Chairman

Harold G. Worley, District 1  
Bill Howard, District 2  
Dennis DiSabato, District 3  
Gary Loftus, District 4  
Tyler Servant, District 5  
Cam Crawford, District 6

Orton Bellamy, District 7  
Johnny Vaught, District 8  
W. Paul Prince, District 9  
Danny Hardee, District 10  
Al Allen, District 11

Attest:

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

# REQUEST FOR ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS

Request is made to Council District 11

Date of Request 2/7/2020

**Non-Profit Organization Making Request:**

Name: SC Dept of Archives + History on behalf of Sewah studios  
(Must list the legal name of the organization that agrees to the Federal ID Number)

Address: 190 Millcreek Rd, Marietta, Ohio 45750

Phone: \_\_\_\_\_ Federal ID Number: \_\_\_\_\_

IRS Code Section under which tax exemption was granted: \_\_\_\_\_

IRS Tax Exemption Determination Letter attached? \_\_\_\_\_ Yes \_\_\_\_\_ No  
(If above answer is "No", attach other information that supports that the IRS has identified your organization as exempt from tax.)

Description of the Tax Exempt Purpose of this Organization:  
\_\_\_\_\_  
\_\_\_\_\_

Amount Requested \$2200 Dated Needed \_\_\_\_\_

Describe below, in specific detail, how the funds will be spent if allocated:  
Manufacture of SC Historical Marker for Military Air Crash Site in Henry County  
\_\_\_\_\_  
\_\_\_\_\_

Requested By: (Printed Name) \_\_\_\_\_

Position in the Organization: al allen

Signature: \_\_\_\_\_



January 30, 2020

Lou Conklin  
Senior Planner  
Horry County Planning & Zoning  
1301 2<sup>nd</sup> Avenue, Suite 1D09  
Conway, SC 29526

**Re: S.C. Historical Marker for Military Air Crash Site, Horry County**

Dear Ms. Conklin,

It is my pleasure to inform you that the director of the South Carolina Department of Archives & History has approved final text for a new South Carolina Historical Marker for **Military Air Crash Site** near **Bayboro**.

Enclosed you will find three copies of the approved inscription. Please read the text carefully, and notify me immediately if you find any errors. Once you have finished your review, please sign and return one copy to our office, keep one for your records, and mail the other to Sewah Studios, 190 Millcreek Road, Marietta, Ohio 45750, along with a check for **\$2200**. This price for a Country-Size Marker with 1.5" letters and different text on each side includes a standard 7-foot post and all shipping charges.

When you send payment for your marker to Sewah Studios, be sure to furnish delivery instructions, including: a suitable location for delivery; the name of a contact person; and a phone number. The marker must be shipped to a public office or place of business open during regular business hours (9 a.m. - 5 p.m.) when someone will be present to receive and sign for it. If you wish to have your marker ready for a particular dedication date, please notify Sewah Studios as soon as possible.

It is also your responsibility to ensure that the person you designate to receive the order also inspect the shipment before signing the freight bill. After the freight bill is signed, Sewah Studios will not accept responsibility for any damage, nor will the freight company accept any responsibility. If your shipment is damaged, refuse the damaged item only and contact Sewah Studios immediately at (888) 557-3924. Please contact them with any other questions or concerns regarding your marker order.

Finally, please review the enclosed guide to **South Carolina Department of Transportation (SCDOT) historical marker policies**. Before placing your order with Sewah Studios, contact your local SCDOT office to determine if your proposed marker location is in a state right-of-way. Such markers require additional permitting and special breakaway installation systems. If your marker requires such a system, you must notify Sewah Studios **when you place your order** so they can specially fabricate the marker to

fit the correct type of post. I will also be sending a copy of this letter to the Director of Maintenance and the Traffic Operations Engineer at SCDOT for their information.

If I may be of any additional assistance, please do not hesitate to call at (803) 896-6182 or e-mail at [ebreeden@scdah.sc.gov](mailto:ebreeden@scdah.sc.gov). I look forward to receiving your signed marker text.

Sincerely,



Edwin C. Breeden  
South Carolina Historical Marker Program  
State Historic Preservation Office

-----  
Ms. Michelle Walker, Administrative Coordinator  
Office of the Director of Maintenance  
S.C. Dept. of Transportation  
P.O. Drawer 191

Mr. Ashley Johnson  
Traffic Operations Engineer  
SCDOT – Traffic Engineering  
P.O. Box 191  
Columbia, S.C. 29202

**SIDE 1 of 2**

**SOUTH CAROLINA DEPARTMENT OF ARCHIVES AND HISTORY**  
8301 Parklane Road  
Columbia, S.C. 29223

Edwin C. Breeden, Ph.D.  
Coordinator  
South Carolina Historical Marker Program  
(803) 896-6182 Phone  
ebreeden@scdah.sc.gov

**HORRY COUNTY**

**26-31**  
**MILITARY AIR CRASH SITE**

Near here on Dec. 5, 1972, thirteen American military officers and airmen were killed on a training mission during the Vietnam War, when at 7:19 PM an S.C. Air National Guard F-102 fighter-interceptor from McEntire Air National Guard Base near Columbia collided overhead with a U.S. Air Force C-130E Hercules heavy transport from Pope Air Force Base near Fayetteville, N.C.  
(continued on next side)

**SPONSORED BY HORRY COUNTY COUNCIL, 2020**

Approved:

W. Eric Emerson, Ph.D.

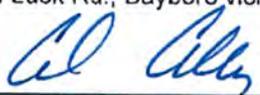
Director

South Carolina Department of Archives and History

Date: January 28, 2020

Marker Location: Intersection of Joyner Swamp Rd. and Good Luck Rd., Bayboro vicinity (34° 1.788' N 79° 6.218' W)

I confirm that I approve of the text as drafted above:

  
Sponsor Signature / Date

*Horry County Council*

**SIDE 2 of 2**

**SOUTH CAROLINA DEPARTMENT OF ARCHIVES AND HISTORY**  
8301 Parklane Road  
Columbia, S.C. 29223

Edwin C. Breeden, Ph. D.  
Coordinator  
South Carolina Historical Marker Program  
(803) 896-6182 Phone  
ebreeden@scdah.sc.gov

**HORRY COUNTY**

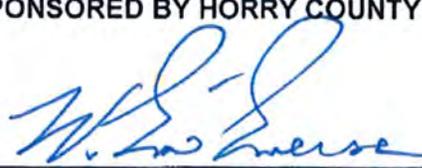
**26-31**  
**MILITARY AIR CRASH SITE**

(continued from other side)

All aboard both aircraft perished, and the resulting explosion scattered debris across several miles, with one witness saying, "It looked like the whole world was on fire." The transport wreckage landed just NE of here. Most of the fighter wreckage landed in woods 1.5 mi. away. No civilians were harmed. The crash was one of the worst military air disasters in S.C. history.

**SPONSORED BY HORRY COUNTY COUNCIL, 2020**

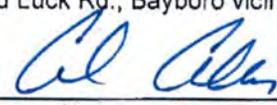
Approved:

W. Eric Emerson, Ph.D.   
Director  
South Carolina Department of Archives and History

Date: January 28, 2020

Marker Location: Intersection of Joyner Swamp Rd. and Good Luck Rd., Bayboro vicinity (34° 1.788' N 79° 6.218' W)

I confirm that I approve of the text as drafted above:

  
Sponsor Signature / Date

*Horry County Council*

## **MARKER SPECIFICATIONS**

South Carolina Historical Markers are made of cast aluminum. The earliest markers, cast from 1936 to 1954, have a circular device at the top center bearing a palmetto tree and "S C". They are gray with raised gray letters or silver with raised black letters. Markers cast since 1954 have a triangular device at the top center bearing the state flag; those cast from 1954 to 1990 are dark blue with raised silver letters, and those cast since 1990 are silver with raised black letters.

City Size Markers, erected in incorporated cities and towns, measure 24" x 36", with one title line (1.5" letters, 17 characters per line) and 18 lines of text (1" letters, 27 characters per line). These markers are available with either a standard 7' post or a 10' post if required by local governments.

Country Size Markers, erected at all other sites, measure 42" x 32", with one title line (2" letters, 25 characters per line) and 11 lines of text (1.5" letters, 36 characters per line). These markers are available with a standard 7' post.

## **APPLICATION/RESEARCH FEE**

\$250.00 – Please make checks payable to the South Carolina Department of Archives and History.

These funds help support such tasks as: conducting additional research on proposed marker topics; drafting and revising marker texts; and maintaining communication with marker sponsors.

If a proposed marker is determined to be ineligible for the program, this fee will be refunded.

## **MARKER PRICES (Effective through May 1, 2020)**

### **City Size:**

same text both sides with 7' post \$1900.00

different text each side with 7' post \$2090.00

### **Country Size:**

same text both sides with 7' post \$2020.00

different text each side with 7' post \$2200.00

After the final marker text is approved by the director of the South Carolina Department of Archives and History the applicant will send a separate check for the marker to:

Sewah Studios

P.O. Box 298

Marietta, Ohio 45750

(740) 373-2087

e-mail: [info@sewahstudios.com](mailto:info@sewahstudios.com)

Website: [www.sewahstudios.com](http://www.sewahstudios.com)

COUNTY OF Horry ) COMMUNITY BENEFIT RESOLUTION R-13-2020  
STATE OF SOUTH CAROLINA )

**A RESOLUTION APPROVING AN ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS.**

**WHEREAS**, Horry County Council has provided \$240,000 in the General Fund budget for Council District community benefit accounts, from which each council member is allotted \$20,000 per annum; and

**WHEREAS**, the expenditure of such funds must be for a public purpose with allocations made to organizations with appropriate tax exempt status; and

**WHEREAS**, the following allocations have been requested:

<u>Council District</u>	<u>Amount</u>	<u>Organization &amp; Purpose</u>
7	\$1,000	<u>Freedom Readers</u> – funding for the purchase of books for children who live in low-income communities

**NOW, THEREFORE, BE IT RESOLVED** that Horry County Council approves the above allocations from the Council District community benefit accounts and the funded organizations must comply with the County's funding agreement and procedures as applicable.

**AND IT IS SO RESOLVED** this 10th day of March, 2020.

**HORRY COUNTY COUNCIL**

\_\_\_\_\_  
Johnny Gardner, Chairman

Harold G. Worley, District 1  
Bill Howard, District 2  
Dennis DiSabato, District 3  
Gary Loftus, District 4  
Tyler Servant, District 5  
Cam Crawford, District 6

Orton Bellamy, District 7  
Johnny Vaught, District 8  
W. Paul Prince, District 9  
Danny Hardee, District 10  
Al Allen, District 11

Attest:

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

# REQUEST FOR ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS

Request is made to Council District 7

Date of Request October 21, 2019

**Non-Profit Organization Making Request:**

Name: Freedom Readers, Inc.

(Must list the legal name of the organization that agrees to the Federal ID Number)

Address: Post Office Box 30548 Myrtle Beach, SC 29588

Phone: 843 331 8526 Federal ID Number: 27-2517686

IRS Code Section under which tax exemption was granted: 501c3

IRS Tax Exemption Determination Letter attached?  Yes  No

(If above answer is "No", attach other information that supports that the IRS has identified your organization as exempt from tax.)

**Description of the Tax Exempt Purpose of this Organization:**

The mission of Freedom Readers, Inc. is to improve reading skills in low income communities.

Amount Requested ~~\$7,000~~ \$1,000 Dated Needed January 1, 2020

**Describe below, in specific detail, how the funds will be spent if allocated:**

These funds will be spent to purchase books for children who live in low-income communities. We provide weekly literacy tutoring and we allow children to take books home for their personal libraries. Principals and teachers say they see a difference in kids who participate in our program.

Requested By: (Printed Name) Tracy Swinton Bailey, PhD

Position in the Organization: Chief Executive Officer

Signature: *Tracy S Bailey*

COUNTY OF HORRY  
STATE OF SOUTH CAROLINA

) COMMUNITY BENEFIT RESOLUTION R-14-2020  
)

**A RESOLUTION APPROVING AN ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS.**

**WHEREAS**, Horry County Council has provided \$240,000 in the General Fund budget for Council District community benefit accounts, from which each council member is allotted \$20,000 per annum; and

**WHEREAS**, the expenditure of such funds must be for a public purpose with allocations made to organizations with appropriate tax exempt status; and

**WHEREAS**, the following allocations have been requested:

<u>Council District</u>	<u>Amount</u>	<u>Organization &amp; Purpose</u>
11	\$1,096.75	<u>On behalf of the Horry County Board of Architectural Review – funding for an historical marker for a military air crash site.</u>

**NOW, THEREFORE, BE IT RESOLVED** that Horry County Council approves the above allocations from the Council District community benefit accounts and the funded organizations must comply with the County's funding agreement and procedures as applicable.

**AND IT IS SO RESOLVED** this 10th day of March, 2020.

**HORRY COUNTY COUNCIL**

\_\_\_\_\_  
Johnny Gardner, Chairman

Harold G. Worley, District 1  
Bill Howard, District 2  
Dennis DiSabato, District 3  
Gary Loftus, District 4  
Tyler Servant, District 5  
Cam Crawford, District 6

Orton Bellamy, District 7  
Johnny Vaught, District 8  
W. Paul Prince, District 9  
Danny Hardee, District 10  
Al Allen, District 11

Attest:

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council



---

1091 Hwy 501 East, Conway, S.C. 29526 Office/Fax:843-347-1812 Owner: Mack Hulson

Jamie Thompkins  
Horry County Chairman  
Historical Marker

Here is an itemized statement:

2-6 x 2-0 x 0-8 (size)

Polished face

Rock Pitch

Lettering

Availability 30-45 day after ordering date.

Price: \$1025.00

Tax: \$71.75

Grand Total: \$1096.75

Includes delivery and setup

# IN MEMORIAM

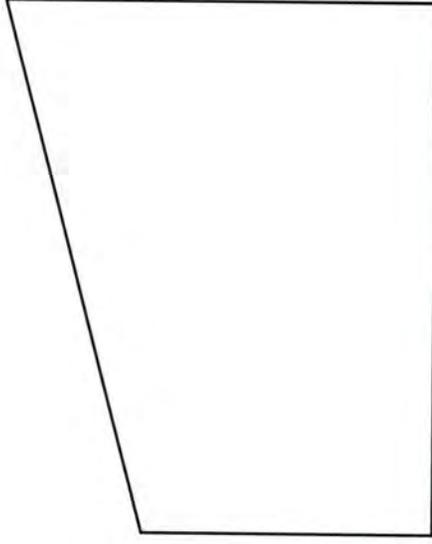
## U.S. AIR FORCE

CAPT. DOUGLAS S. PETERSON, IL  
LT. COL DONALD E., MARTIN, TX  
MAJ. KEITH L. VAN NOTE, IA  
CAPT. JOHN R. COLE, OK  
CAPT. LOUIS R. SERT, MO  
CAPT. MARSHALL K. DICKERSON, IL  
2ND LT. DOUGLAS L. THIERER, IL  
T-SGT. ROBERT E. DOYLE, VA  
T-SGT. CLAUDE L. ABBOTT, GA  
M-SGT. GILMORE A. MICKLEY JR., PA  
M-SGT. BILLY M. WARR SR., CA  
AIC GERALD K. FAUST, WI

## S.C. AIR NATIONAL GUARD

CAPT. JAMES C. HAGOOD DR., SC

SIDIE



*South Atlantic Monument LLC*

BE 2-6 X 2-0 X 0-8

COUNTY OF HORRY  
STATE OF SOUTH CAROLINA

) COMMUNITY BENEFIT RESOLUTION R-15-2020  
)

**A RESOLUTION APPROVING AN ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS.**

**WHEREAS**, Horry County Council has provided \$240,000 in the General Fund budget for Council District community benefit accounts, from which each council member is allotted \$20,000 per annum; and

**WHEREAS**, the expenditure of such funds must be for a public purpose with allocations made to organizations with appropriate tax exempt status; and

**WHEREAS**, the following allocations have been requested:

<u>Council District</u>	<u>Amount</u>	<u>Organization &amp; Purpose</u>
6	\$8,000	<u>Socastee Heritage Foundation</u> – funding assistance for expenses incurred for the annual Socastee Heritage Festival.

**NOW, THEREFORE, BE IT RESOLVED** that Horry County Council approves the above allocations from the Council District community benefit accounts and the funded organizations must comply with the County's funding agreement and procedures as applicable.

**AND IT IS SO RESOLVED** this 10th day of March, 2020.

**HORRY COUNTY COUNCIL**

\_\_\_\_\_  
Johnny Gardner, Chairman

Harold G. Worley, District 1  
Bill Howard, District 2  
Dennis DiSabato, District 3  
Gary Loftus, District 4  
Tyler Servant, District 5  
Cam Crawford, District 6

Orton Bellamy, District 7  
Johnny Vaught, District 8  
W. Paul Prince, District 9  
Danny Hardee, District 10  
Al Allen, District 11

Attest:

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

# REQUEST FOR ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS

Request is made to Council District 4

Date of Request Feb. 14, 2020

## Non-Profit Organization Making Request:

Name: Socastee Heritage Foundation  
(Must list the legal name of the organization that agrees to the Federal ID Number)

Address: PO Box 30786, Myrtle Beach, SC 29588

Phone: 843-241-3997 Federal ID Number: 27-3637454

IRS Code Section under which tax exemption was granted: 501c3 *on file*

IRS Tax Exemption Determination Letter attached?  Yes  No  
(If above answer is "No", attach other information that supports that the IRS has identified your organization as exempt from tax.)

## Description of the Tax Exempt Purpose of this Organization:

non-profit organization: Provide awareness of the heritage of Socastee, raise funds to benefit the Community and children in the Socastee area  
Amount Requested 8000 Dated Needed \_\_\_\_\_

## Describe below, in specific detail, how the funds will be spent if allocated:

Funds will be used to assist with the expenses for the festival held on April 25, 2020, free for the community kids games, performances, bounce houses, music etc

Requested By: (Printed Name) Lisa Burkey

Position in the Organization: Treasurer

Signature: Lisa Burkey

COUNTY OF HORRY )  
 )  
STATE OF SOUTH CAROLINA )

**RESOLUTION R-25-2020**

**A RESOLUTION RECOGNIZING THE 100<sup>TH</sup> ANNIVERSARY OF THE FOUNDING OF ST. JOSEPH'S MISSIONARY BAPTIST CHURCH.**

**WHEREAS**, in 1920, the first building was constructed and was named the St. Joseph's Missionary Baptist Church; and

**WHEREAS**, over the last century, St. Joseph's has expanded its worship center and welcomed numerous new members and their families; and

**WHEREAS**, the Church is led by Pastor Theron Bellamy who was elected by the congregation in 1986; and

**WHEREAS**, the Church supports a vibrant youth program that includes bible study, recreational activities, and lessons on Christian values.

**NOW THEREFORE BE IT RESOLVED** that Horry County Council congratulates St. Joseph's Missionary Baptist Church for their 100 years of Christian service to their community and sends best wishes for a successful celebration on March 20, 2020.

**AND IT IS SO RESOLVED** this 10<sup>th</sup> day of March, 2020.

**HORRY COUNTY COUNCIL**

---

Johnny Gardner, Chairman

Harold G. Worley, District 1  
Dennis DiSabato, District 3  
Tyler Servant, District 5  
Orton Bellamy, District 7  
W. Paul Prince, District 9  
Al Allen, District 11

Bill Howard, District 2  
Gary Loftus, District 4  
Cam Crawford, District 6  
Johnny Vaught, District 8  
Danny Hardee, District 10

Attest:

---

Patricia S. Hartley, Clerk to Council

**Administration Committee recommended disapproval  
10/30/19 and 02/25/2020**

COUNTY OF Horry )  
STATE OF SOUTH CAROLINA ) COMMUNITY BENEFIT RESOLUTION R-26-19

**A RESOLUTION APPROVING AN ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS.**

**WHEREAS**, Horry County Council has provided \$240,000 in the General Fund budget for Council District community benefit accounts, from which each council member is allotted \$20,000 per annum; and

**WHEREAS**, the expenditure of such funds must be for a public purpose with allocations made to organizations with appropriate tax exempt status; and

**WHEREAS**, the following allocations have been requested:

<u>Council District</u>	<u>Amount</u>	<u>Organization &amp; Purpose</u>
3, 6, & 8	\$1000 each	<u>Joshua Empowerment Foundation</u> – sponsorship of Let's Stop the Violence Anti-Bullying event.

**NOW, THEREFORE, BE IT RESOLVED** that Horry County Council approves the above allocations from the Council District community benefit accounts and the funded organizations must comply with the County's funding agreement and procedures as applicable.

**AND IT IS SO RESOLVED** this \_\_\_ day of \_\_\_\_\_, 2020.

**HORRY COUNTY COUNCIL**

\_\_\_\_\_  
Johnny Gardner, Chairman

Harold G. Worley, District 1  
Bill Howard, District 2  
Dennis DiSabato, District 3  
Gary Loftus, District 4  
Tyler Servant, District 5  
Cam Crawford, District 6

Orton Bellamy, District 7  
Johnny Vaught, District 8  
W. Paul Prince, District 9  
Danny Hardee, District 10  
Al Allen, District 11

Attest:

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

**REQUEST FOR ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS**

Request is made to Council District See Below

Date of Request October 5

**Non-Profit Organization Making Request:**

Name: JOSHUA EMPOWERMENT FOUNDATION  
(Must list the legal name of the organization that agrees to the Federal ID Number)

Address: 1408 FISHER DR MYAK BEACH 29577

Phone: 843-267-1914 Federal ID Number: 83-1679606

IRS Code Section under which tax exemption was granted: \_\_\_\_\_

IRS Tax Exemption Determination Letter attached? Yes Yes \_\_\_\_\_ No  
(If above answer is "No", attach other information that supports that the IRS has identified your organization as exempt from tax.)

**Description of the Tax Exempt Purpose of this Organization:**

COMMUNITY & FAMILY SERVICES

Amount Requested \$3000.00 Dated Needed OCT 25

**Describe below, in specific detail, how the funds will be spent if allocated:**

Let's Stop the Violence  
DOMESTIC VIOLENCE ANTI-BULLYING  
EVENT

Requested By: (Printed Name) Timothy McCoy

Position in the Organization: President/CEO

Signature: [Handwritten Signature]

\$1000 each from Dennis DiSabato, Johnny Vaughn +  
Cam Crawford

Fred Nesta

# LET'S **STOP** THE VIOLENCE!

Saturday 11/2/19

3rd Annual Awareness Event • MBHS

On November 2nd, our communities will come together and walk on glass to stop women and children from walking on eggshells.



## The Ugly Truth About South Carolina 5th in Men Killing Women! 14th in Bullying!



- Stomp Out Bullying **Now**
- Stop Domestic Violence **Now**
- Free Event - Public Welcome
- Free Bus Transportation Available
- Moms, Dads & Kids of All Ages Welcome

## SPONSORSHIP OPPORTUNITIES

Local Municipalities • Law Enforcement • Advocates • Civic Groups • Corporations • Individuals



### SCHEDULE OF EVENTS & ACTIVITIES\*

- 10:00am: Set Up
- 11:00am: Introductions & Opening Prayer
- 11:15am: Dave Albin: *World-Famous Motivational Speaker*
- 12:30pm: Circle of Hope with Prayers Over Survivors
- 12:45pm: Lunch
- 1:30pm: Overcome Your Fears!
  - Walking on Glass / Dave Albin
  - Breaking Boards / Dave Albin
- 3:30pm: Adjourn (school buses take guests back)  
\*Agenda Order Subject to Change

#### ORGANIZERS

Horry County Schools  
Let's Stop The Violence Committee  
Italian American Heritage Charitable Council



### SPONSORSHIPS

- Title Sponsor: \$4,000+
  - Platinum: \$3,500+
  - Gold: \$3,000+
  - Silver: \$2,500+
  - Bronze: \$2,000+
  - Copper: \$1,000+
  - Donor: \$500 or Any Amount
- Make Checks Payable to IAHC  
(SC non-profit #81-3544676)  
1335 Hidden Harbor Road  
Myrtle Beach, SC 29577

## SATURDAY, NOVEMBER 2, 2019 11am-4pm

Myrtle Beach High School • 3302 Robert Grissom Pkwy • Myrtle Beach SC 29577

### INFORMATION

Fred Nesta (401) 743-5588  
Mike King (843) 455-2323

## Dave Albin's Bio

Dave Albin has been changing peoples lives on a grand scale since 1995. Dave will provide dynamic fear, stress, and state management experiences for both the Corporate and the Private Sector. He is a Master at creating paradigm-shifting life-changing experiences. These Team Building type activities change lives, it's that simple. Having worked with over 500,000 people in his career, he uses fear-based elements like Glasswalking, Firewalking, Board Breaking, Arrow Breaking, and Fire Eating to show people what is really possible in life. He backs that up with a powerful Keynote presentation that his clients NEVER forget.

- Experience the creation of a Powerful Culture and a Positive Environment
- Raise Self-Worth, Self-Confidence and Self-Belief – instantly, guaranteed!
  - Experience instant camaraderie, bonding and trust

- [Biography](#)
- Check out Videos of many events on U-Tube
- [Davealbinfirewalkadventures.com](#)
- See a 3 year old walk over glass after severe traumatic event and the results in her life. See a Paraplegic man walk on Glass with his hands. See why Oprah made major business decision after a firewalk, See Dave break a Glasswalk World record in Paris France with over 1200 people walking See Dave work with Woman Children Businesses and see why [
- 
- NASA gave him an award and named him BEST Motivational Speaker after his 3 day seminar and activities Fire Walk, Glass Walk Brick and Board Breaking to name a few done at NASA]many others you will be amazed.

Dave's passion for changing people's lives began in 1995 after attending his first Tony Robbins Seminar. Though he initially resisted the idea of walking on hot coals exceeding 1000 degrees in temperature, after a little last-minute encouragement, he found himself celebrating at the other end of the fire lane, with a crewmember affirming, "You did it, you did it, you do it!" That was the exact life-changing moment that Dave's love, passion, and fascination for firewalking and other life-changing experiences was born.

That's when Dave's love, passion, and fascination for paradigm shifting and changing people's lives was born.

Dave started crewing for the Anthony Robbins Companies and began his career as a firewalk coach, trainer and facilitator in 1995. He also joined Tony Robbins Security Team providing security for many of Tony's VIPs, celebrities, professional athletes, and special guests.

In 2003, Mr. Robbins asked Dave to take over his firewalks as Fire-Captain. In February, 2014, after facilitating 100+ firewalks, Dave retired from the Anthony Robbins Companies to venture out on his own. Dave also facilitated several firewalks for T Harv Eker. His experience is quite impressive, as he and his team have walked over 500,000 people, including setting a record in 2005, with 12,300 people at a single event in London. He and his team have walked many celebrities, professional athletes, and young children, including Dave's own, who walked at the ages of 6 and 9.

Dave is one of the most experienced Life-changing coaches and facilitators on Earth. He is very clear that with great wisdom comes great responsibility, and he takes his gift very seriously. He loves what he does, and watching people change right before his eyes is something he will forever want to facilitate. If you want to create change in your people, Dave is your guy. There is a reason that Tony Robbins put his faith and trust in Dave to facilitate firewalks for 19+ years.

*I've watched thousands of transformations in my lifetime. I've seen what the glasswalk, firewalk of one of our other many experiences does for anyone. These life-shifting experiences change people's lives on the spot, an inspiration and a lesson about what's possible in life.*

*So many people are told what they cannot do and why they cannot do it. I teach just the opposite and then we show them, You Can Do Whatever You Put Your Mind To.*

*I've seen many people influenced by the positive paradigm shift that happens during a glass-walking or firewalking event. There's a real profound moment as you look down at that glass or hot coals. As you take that first step, and then when you get to the other side, you discover what it's like to feel that*

*fear, embrace that fear, and move beyond that fear. You literally take your life to another level.*

*I've watched many hundreds of thousands of people glasswalk and firewalk. I've learned that if they take the first step, they'll definitely take the second, third, fourth, fifth, and so on, because now it's about getting to the other side.*

*What is your fear?*

*Whatever it is, I'm here to tell you that it's not insurmountable. You must take that first step. Taking the first step is monumental in reclaiming your power to move forward, to take the first step on the glass or fire.*

The result is a transformation that is profound beyond words. There is a reason Tony Robbins put his faith and trust in Dave to create these life-changing experiences, and now you can too. Google [davealbinfirewalkadventures](#) and watch his event videos and you will see how Blessed we are to get Dave to come to MB for our Domestic Violence Anti Bullying Event

Fred Nesta

401-743-5588

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 11 2018

JOSHUA EMPOWERMENT FOUNDATION  
1408 FISHER DRIVE  
MYRTLE BEACH, SC 29577-6715

Employer Identification Number:  
83-1679606  
DLN:  
26053647001638  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
June 30  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
August 17, 2018  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

JOSHUA EMPOWERMENT FOUNDATION

Sincerely,

*Stephen a. martin*

Director, Exempt Organizations  
Rulings and Agreements

Letter 947

COUNTY OF HORRY )

)  
)  
)

Ordinance 113-19

STATE OF SOUTH CAROLINA

**AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 32500000002 FROM COMMERCIAL FOREST AGRICULTURE (CFA) TO RESIDENTIAL (SF10)**

**WHEREAS**, Ordinance Number 1-87 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

**WHEREAS**, a request has been filed to amend the maps for the above mentioned parcel of land; and,

**WHEREAS**, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

**WHEREAS**, Horry County Council finds that the request to rezone the property from Commercial Forest Agriculture (CFA) to Residential (SF10) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request;

**NOW THEREFORE** by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

- 1) **Amendment of Official Zoning Maps of Horry County:**  
Parcel(s) of land identified by PIN 32500000002 and currently zoned Commercial Forest Agriculture (CFA) is herewith rezoned to Residential (SF10).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

**AND IT IS SO ORDAINED, ENACTED AND ORDERED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**HORRY COUNTY COUNCIL**

\_\_\_\_\_  
Johnny Gardner, Chairman

Harold G. Worley, District 1  
Dennis DiSabato, District 3  
Tyler Servant, District 5  
Orton Bellamy, District 7  
W. Paul Prince, District 9  
Al Allen, District 11

Bill Howard, District 2  
Gary Loftus, District 4  
Cam Crawford, District 6  
Johnny Vaught, District 8  
Danny Hardee, District 10

Attest:

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

First Reading: November 19, 2019  
Second Reading: March 10, 2020  
Third Reading:

Rezoning Review Sheet



**PROPERTY INFORMATION**

<b>Applicant</b>	South Causeway Builders LLC (843) 458-2793 (Energov # 046137)	<b>Rezoning Request #</b>	Ord. 86-19 2019-07-006
<b>PIN #</b>	32500000002	<b>County Council District #</b>	7 - Bellamy
<b>Site Location</b>	Four Mile Rd & Oak St in Conway	<b>Staff Recommendation</b>	Disapproval
<b>Property Owner Contact</b>	South Causeway Builders LLC	<b>PC Recommendation</b>	Approval 5:4
		<b>Size (in acres) of Request</b>	129

**ZONING DISTRICTS**

<b>Current Zoning</b>	CFA
<b>Proposed Zoning</b>	SF10
<b>Proposed Use</b>	Residential Subdivision

**LOCATION INFORMATION**

<b>Flood and Wetland Information</b>	X & A
<b>Public Health &amp; Safety (EMS/fire) in miles</b>	3.2
<b>Utilities</b>	Public
<b>Character of the Area</b>	Residential

**ADJACENT PROPERTIES**

FA	FA	SF40
SF10	<b>Subject Property</b>	CFA
CFA	CFA	CFA

**COMMENTS**

<b>Comprehensive Plan District:</b> Suburban Corridor & Transitional Growth Area	<b>Overlay/Area Plan:</b> 319 Area Plan
--	---

**Discussion:** The applicant is requesting to rezone to allow a residential development consisting of 202 single family detached units with a minimum lot size of 10,000 sq. ft. As shown, the project would have a gross density of **1.6 units/ac** and a net density of **2.0 units/ac**. The preliminary wetlands assessment identifies 27.2 acres of wetlands. The project proposes three points of access onto Four Mile Rd. One of the access points is via cul-de-sac oriented along the center of the project.

The parcel falls within the bounds of the 319 Area Plan, which was adopted in 2011, post the adoption of the Envision 2025 Comprehensive Plan (2008). The Goals and Strategies of the 319 Area Plan included; limiting the impact of residential growth by assuring new residential development reflects the rural character of the area. To achieve the referenced goal, the area plan encourages limiting further subdivision of land for residential purposes to a minimum of 1/2 acre in size.

The adjacent project, The Summit, was rezoned to SF10 in 2005, and consists of 52 lots with a gross density of **1.9 units/ac**.

This parcel is designated as **Rural, Rural Communities, and Scenic & Conservation** in the **IMAGINE 2040** comprehensive plan.

Request was deferred on **8/1/19 & 10/3/19**  
**9/17/16 County Council remanded to Planning Commission for reconsideration.**

**Public Comment: 11/7/2019** Rebecca Harper, Jody Nyers, and Tamara Tindal spoke in opposition of the request. Their concerns were traffic, stormwater, flooding, and lot size. Forrest Beverly was present to address questions and concerns.

**TRANSPORTATION INFORMATION**

<b>Daily Trips based on existing use / Max Daily Trips based on current zoning</b>	0 / 1,000	<b>Existing Road Conditions</b>	State, Paved, Two lane
<b>Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning)</b>	1,616 / 2,000	<b>Rd, Station, Traffic AADT (2018) % Road Capacity</b>	Four Mile Rd, Station 665 2,800 ADT 15-20%
<b>Proposed Improvements</b>			

**DIMENSIONAL STANDARDS**

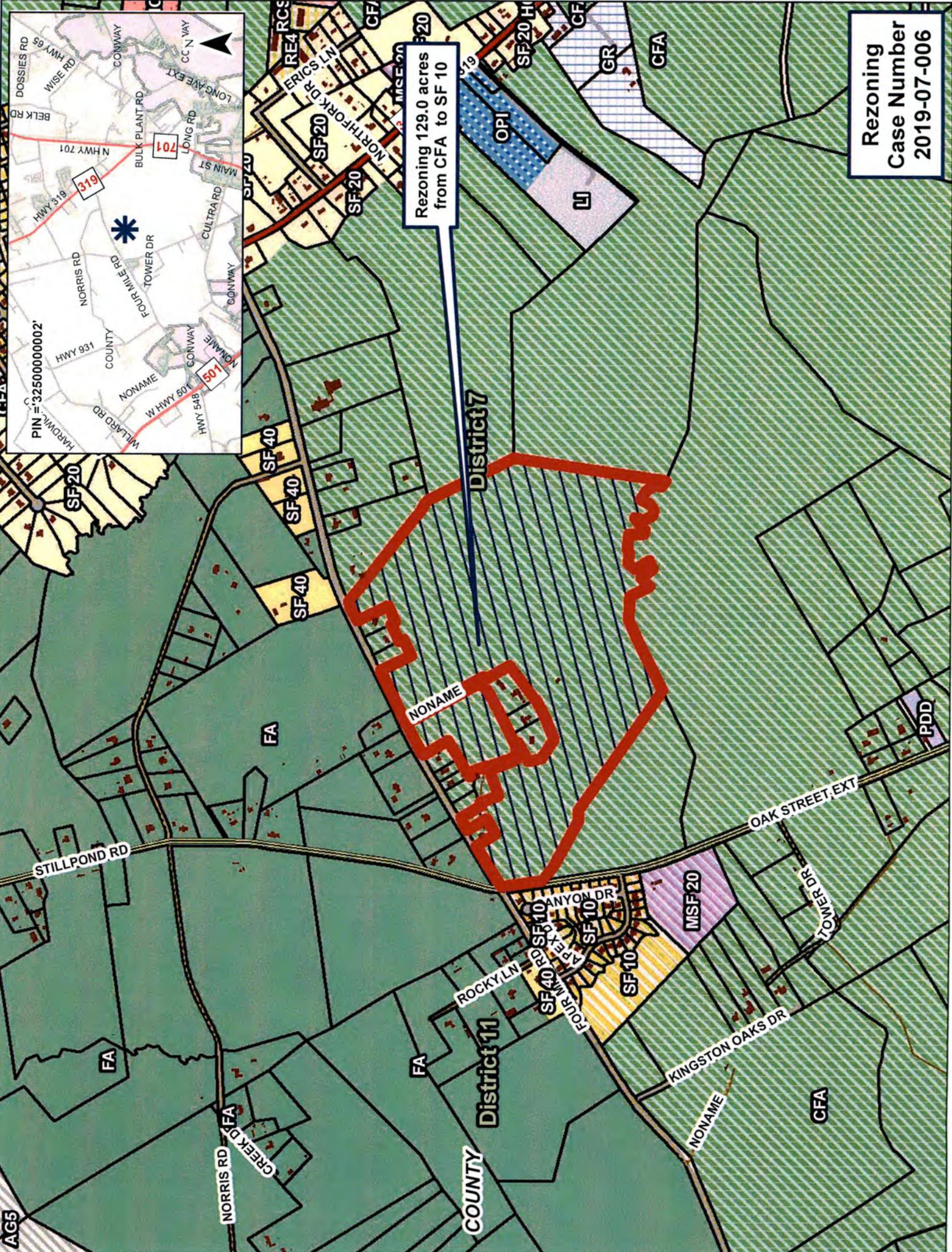
	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	SF10	CFA (com/res)	CFA (com/res)	SF40	SF10	
<b>Min. Lot Size (in square feet)</b>	10000	43560/21780	43560/21780	40000	10000	
<b>Front Setback</b>	25	60/25	60/25	50	25	
<b>Side Setback</b>	10	25/10	25/10	20	10	
<b>Rear Setback</b>	15	40/15	40/15	30	15	
<b>Bldg. Height</b>	35	35/35	35/35	35	35	

Date Advertised: 7/1/19 Date Posted: 7/1/19 # Property Owners Notified: 54 Date Notification Mailed: 7/1/19 Report Date: 7/1/19 BY: sm



Rezoning  
Case Number  
2019-07-006

Rezoning 129.0 acres  
from CFA to SF 10



AG5

COUNTY

**AN ORDINANCE EXPRESSING THE INTENT OF HORRY COUNTY COUNCIL TO DECLARE HORRY COUNTY AS A SANCTUARY COUNTY FOR SECOND AMENDMENT RIGHTS.**

**WHEREAS**, the Second Amendment of the United States Constitution reads "A well-regulated Militia, being necessary to the security of a free state, the right of the people to keep and bear Arms, shall not be infringed"; and

**WHEREAS**, the United States Supreme Court in District of Columbia v. Heller, 554 U.S. 570 (2008), affirmed an individual's right to possess firearms, unconnected with service in a militia, for traditionally lawful purposes, such as self-defense within the home; and

**WHEREAS**, the United States Supreme Court in McDonald v. Chicago, 561 U.S. 742 (2010), affirmed that the right of an individual to "keep and bear arms," as protected under the Second Amendment, is incorporated by the Due Process Clause of the Fourteenth Amendment against the states; and

**WHEREAS**, the United States Supreme Court in United States v. Miller, 307 U.S. 174 (1939), opined that firearms that are part of ordinary military equipment, or with use that could contribute to the common defense are protected by the Second Amendment; and

**WHEREAS**, Article 1, Section 20 of the constitution of South Carolina reads "A well-regulated militia being necessary to the security of a free State, the right of the people to keep and bear arms shall not be infringed"; and

**WHEREAS**, certain legislation that has or may be introduced in the South Carolina General Assembly, and certain legislation which has or may be introduced in the United States Congress could have the effect of infringing on the rights of law abiding citizens to keep and bear arms, as guaranteed by the Second Amendment to the United States Constitution and Article I, Section 20 of the Constitution of South Carolina; and

**WHEREAS**, the Horry County Council is concerned about the passage of any bill containing language which could be interpreted as infringing the rights of the citizens of Horry County to keep and bear arms; and

**WHEREAS**, the Horry County Council wishes to express its deep commitment to the rights of all citizens of Horry County to keep and bear arms; and

**WHEREAS**, the Horry County Council wishes to express opposition to any law that would unconstitutionally restrict the rights of the citizens of Horry County to keep and bear arms; and

**WHEREAS**, the Horry County Council wishes to express its intent to stand as a Sanctuary County for Second Amendment rights and to oppose, within the limits of the Constitution of the United States and the State of South Carolina, any efforts to unconstitutionally restrict such rights, and to use such legal means at its disposal to protect the rights of the citizens of Horry County to keep and bear arms, including through legal action, the power to appropriate public funds, the right to petition for redress of grievances, and the power to direct the law enforcement and employees of Horry County to not enforce any unconstitutional law.

**NOW, THEREFORE**, by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, the following hereby is ordained and enacted:

That the Horry County Council hereby declares Horry County, South Carolina, as a "Second Amendment Sanctuary"; and

That the Horry County Council hereby expresses its intent to uphold the Second Amendment rights of the citizens of Horry County, South Carolina; and

That the Horry County Council hereby expresses its intent that public funds of the county not be used to restrict the Second Amendment rights of the citizens of Horry County, or to aid federal or state agencies in the restriction of said rights; and

That the Horry County Council hereby declares its intent to oppose any infringement on the right of law-abiding citizens to keep and bear arms using such legal means as may be expedient, including, without limitation, court action.

**AND IT IS SO ORDAINED, ENACTED AND ORDERED** this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**HORRY COUNTY COUNCIL**

---

Johnny Gardner, Chairman

Harold G. Worley, District 1  
Bill Howard, District 2  
Dennis DiSabato, District 3  
Gary Loftus, District 4  
Tyler Servant, District 5  
Cam Crawford, District 6

Orton Bellamy, District 7  
Johnny Vaught, District 8  
W. Paul Prince, District 9  
Danny Hardee, District 10  
Al Allen, District 11

Attest:

---

Patricia S. Hartley, Clerk to Council

First Reading: February 4, 2020  
Second Reading: March 10, 2020  
Third Reading: