

GEORGETOWN COUNTY PLANNING COMMISSION
129 Screven Street
Georgetown, South Carolina 29440
Telephone (843)545-3158
Fax (843)545-3299

CHAIRMAN
Elizabeth Krauss

VICE-CHAIRMAN
Lee Shoulette

MEMBERS
Zacharius Grate
Norma Grant
Everett Carolina
Johnny Weaver
Freddie Hill

TO: All Planning Commission Members
County Council Members
Members of the Press
Other Interested Persons

FROM: Judy Blankenship
November 11, 2016

SUBJECT: Monthly Meeting

.....

The Georgetown County Planning Commission will hold **its regular monthly meeting, on Thursday, November 17, at 5:30 p.m.** The meeting will be held in **Georgetown County Council Chambers** located at 129 Screven Street, Georgetown, South Carolina.

Enclosed please find an agenda and all applicable materials for this meeting.

/jeb

GEORGETOWN COUNTY PLANNING COMMISSION
GEORGETOWN COUNTY COUNCIL CHAMBERS
129 SCREVEN STREET, GEORGETOWN, SOUTH CAROLINA

NOVEMBER 17, 2016

5:30 PM

AGENDA

I. PUBLIC INPUT PERIOD

II. REZONING

- A. A REQUEST FROM DANIEL STACY AS AGENT FOR LITCHFIELD INN COUNCIL OF CO-OWNERS, LLC TO REZONE ONE PARCEL (APPROXIMATELY 7,800 SF) FROM RESORT RESIDENTIAL (RR) TO RESORT COMMERCIAL (RC). THE PROPERTY IS LOCATED ON NORRIS DRIVE ADJACENT TO THE EXISTING LITCHFIELD INN PARKING LOT IN LITCHFIELD. TMS #04-0144-060-00-00. CASE NUMBER REZ 9-16-16902.

1. PUBLIC HEARING
2. RECOMMENDATION TO COUNTY COUNCIL

- B. A REQUEST FROM WENDELL POWERS AS AGENT FOR JAMES REDICK TO REZONE THE REAR PORTION OF TMS 01-0416-040-00-00 (APPROXIMATELY 15.4 ACRES) FROM HEAVY INDUSTRIAL (HI) TO ONE-HALF ACRE RESIDENTIAL (R ½ AC). THE PROPERTY IS LOCATED AT 195 REDICK DRIVE IN GEORGETOWN. PORTION OF TMS #01-0416-040-00-00 CASE NUMBER REZ 10-16-16970.

1. PUBLIC HEARING
2. RECOMMENDATION TO COUNTY COUNCIL

- C. A REQUEST FROM ABERNETHY DEVELOPMENT GROUP, LLC AS AGENT FOR GASTON COLLINS TO REZONE TWO PARCELS TOTALING 14.93 +/- ACRES FROM ONE-HALF ACRE RESIDENTIAL (R ½ AC) TO 6,000 SQUARE FEET RESIDENTIAL (R-6). THE PROPERTY IS LOCATED ON THE EAST SIDE OF WESLEY ROAD APPROXIMATELY 220 FT SOUTH OF DERRICK LANE IN MURRELLS INLET. TMS #41-0121-003-00-00 AND 41-0121-003-02-00. CASE NUMBER REZ 10-16-16962.

1. PUBLIC HEARING
2. RECOMMENDATION TO COUNTY COUNCIL
3. RECOMMENDATION REGARDING FLU MAP

III. OTHER BUSINESS

A. PARKING

B. ATTENDANCE REPORT

IV. MINUTES – OCTOBER 2016

V. STATUS REPORT

VI. LETTER OF CREDIT REPORT

VII. ADJOURNMENT

GEORGETOWN COUNTY PLANNING COMMISSION

DATE: November 17, 2016

AGENDA ITEM: An amendment to the Georgetown County Zoning Map

ISSUE UNDER CONSIDERATION: On September 9, 2016, a rezoning request was received from Daniel Stacy of Oxner and Stacy, P.A. as agent for Litchfield Inn Council of Co-Owners, Inc. c/o Charlestowne Hotels to rezone one parcel (approximately 7800 square feet) located on the west side of Norris Drive in Litchfield from Resort Residential (RR) to Resort Commercial (RC). Tax Map Number 04-0144-060-00-00. Case Number REZ 9-16-16902.

CURRENT STATUS: The property is currently zoned Resort Residential and is vacant.

POINTS TO CONSIDER:

1. The property is surrounded by Resort Commercial zoning to the north and east and Resort Residential zoning to the west and south. R-10 zoning is located south of the parcel along the east side of Norris Drive.
2. Single family residences are located to the south and west of the property. The Litchfield Inn is located east of the parcel and the Inn's parking lot is located to the north. There appears to be an existing 10 foot easement or right of way between the parcel in question and the large parking lot.
3. The parcel in question is approximately 7800 square feet. It is 60 feet wide by 130 feet deep and is similar in size and shape to the adjacent residential parcels.
4. The application states that the rezoning is needed to create additional parking for the hotel. The adjacent parking lot contains a total of 88 parking spaces. The hotel also has a total of 55 parking spaces in other locations on their property for a total of 143 spaces. The Litchfield Inn contains a total of 133 rooms, two restaurants and a meeting room. The total number of spaces required for the hotel rooms alone, based on the current ordinance is 200 which does not account for the restaurants, office and meeting space. The existing facility is underparked based on current requirements. The Inn could not be expanded and the existing parking cannot be reduced absent of some other approved parking arrangement. Some public parking is also provided along the Norris Drive right of way adjacent to the large parking lot.
5. The development of a parking lot on this parcel would require the delineation of parking spaces and associated landscaping if more than 10 spaces are provided. Also, commercial development adjacent to a single family use would require a Level 3 buffer, 15 feet in width.
6. The Resort Commercial (RC) zoning district allows for all permitted uses in the General Residential (GR) zoning district (including multi-family uses), tourist homes, restaurants, substations, marinas and hotels. While multi-family uses would be allowed for this zoning district, they would not be permitted for this individual parcel

due to its small size. Even a two-family dwelling would require a minimum of 8000 square feet. Setbacks for the RC district are 20 front, 10 side and 15 rear. These are the same as the setbacks for the Resort Residential district. The parcel meets the minimum lot size for a single family structure in the Resort Commercial district (6,000 square feet). The minimum lot size for a commercial development in the RC district is 25,000 square feet. In order for the site to be used for parking or any other commercial use, it would need to be combined with the adjacent parking lot or other commercial property.

7. This parcel, along with the adjacent parking lot and all parcels to the south on the west side of Norris Drive are designated as medium density residential on the Future Land Use map. The Litchfield Inn and the adjacent separately owned Litchfield Villas are designated as high density residential. Staff recommends amending the map for the both the 7800 square foot parcel in question and the adjacent parking lot property to the north to reflect a commercial designation in order to accommodate both the existing parking area and the proposed addition.

FINANCIAL IMPACT: Not applicable for Planning Commission

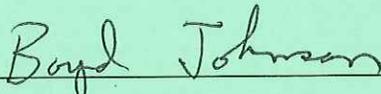
OPTIONS:

1. Recommend approval as requested by applicant.
2. Recommend approval as amended by Planning Commission.
3. Recommend denial of request.

STAFF RECOMMENDATION: Staff recommends approval for the proposed rezoning from RR to RC for TMS 04-0144-060-00-00 and an amendment to the Future Land Use map from medium density residential to commercial for both TMS 04-0144-060-00-00 and the adjacent TMS 04-0144-059-00-00 based on the adjoining Resort Commercial zoning and the need for additional parking for an existing adjacent commercial use.

ATTACHMENTS:

1. Application and attachments
2. GIS Location Map
3. GIS Area Zoning Map
4. Future Land Use Map
5. GIS Aerial Map
6. Photos
7. Adjacent Property Notice
8. Resolution



Boyd Johnson
Director of Planning and Code Enforcement

Public Notification Information:

Date Advertised: 11-2-16 (Georgetown Times); 11-3-16 (Coastal Observer)
Date Property Posted/By: 11-1-16 Kristal Infinger
Date of Notification: 10-27-16 Number Notified: 33

Case Number/Staff Contact: REZ 9-16-16902/Holly H. Richardson
Report Completion Date: 11-9-16 Revision Date:



#16902

129 Screven St. Suite 222
Post Office Drawer 421270
Georgetown, S. C. 29440
Phone: 843-545-3158
Fax: 843-545-3299

PROPOSED ZONING AMENDMENT

COMPLETED APPLICATIONS FOR ZONING AMENDMENTS MUST BE SUBMITTED ALONG WITH THE REQUIRED FEE, AT LEAST FORTY-FIVE (45) DAYS PRIOR TO A PLANNING COMMISSION MEETING.

THE APPLICANT IS REQUESTING: (Indicate one)

- A change in the Zoning Map.
- A change in the Zoning Text.

The following information must be provided for either request:

Property Information that you are requesting the change to:

Tax Map (TMS) Number: 04-0144-060-00-00

Street Address: 67 Litchfield Beach / Norris Drive

City / State / Zip Code: Pawleys Island, SC 29565

Lot Dimensions/ Lot Area: 60' x 130' / 7,800 sq ft

Plat Book / Page: Plat Book 139 at Page 07

Current Zoning Classification: RR

Proposed Zoning Classification: RC

Property Owner of Record:

Name: Litchfield Inn Council of Co-Owners, Inc.
c/o Charleston Hotels, Inc.
CHARLESTOWN HOTELS

Address: 1540 Savannah Highway

City/ State/ Zip Code: Charleston, SC 29401

Telephone/Fax Numbers: (843) 972-1427 / (843) 766-6163

E-mail: KYLE HUGHES - CONTROLLER KHUGHES@charlestownhotels.com

Signature of Owner / Date: *Greg F. Brant* 9/19/16
GRAY E. BRANT
SECRETARY / TREASURER LICOE

I have appointed the individual or firm listed below as my representative in conjunction with this matter related to the rezoning request.

Agent of Owner:

Name: Daniel W. Stacy, Jr. - Owner + Stacy, P.A.

Address: 90 Wall Street / Unit B

City / State / Zip Code: Pawleys Island, SC 29585

Telephone/Fax: 843 - 235 - 6747 / 843 - 235 - 6650

E-mail: dstacy@ownerandstacy.com

Signature of Agent/ Date: *Daniel W. Stacy* 9/19/16

Signature of Property Owner: *Greg F. Brant* 9/19/16

Contact Information:

Name: Litchfield Inn Council of Co-Owners, Inc.
c/o CHARLESTOWN HOTELS, INC

Address: 1540 SAVANNAH HIGHWAY

Phone / E-mail: KYLE HUGHES - CONTROLLER

(843) 972-1427 KHUGHES@CHARLESTOWNHOTELS.COM

Please provide the following information.

1. Please submit 12 copies of the site plan or plat (size: 11 x 17 or 24 x 26, as needed)
2. Please explain the rezoning request for this property.

The applicant needs the subject property rezoned to RC to install additional parking. The current Litchfield Inn complex is underparked.

Please provide the following information for a Zoning Text Amendment.

1. Indicate the section of the Zoning Ordinance that you are proposing to be changed:

2. Indicate the reasons for the proposed changes:

Fee required for all applications at the time of submittal:

Rezoning Applications	\$250.00
Text Amendments	\$250.00

Adjacent Property Owners Information required:

1. The person requesting the amendment to the Zoning Map or Zoning Text must submit to the Planning office, at the time of application submittal, stamped envelopes for each resident within **Four Hundred Feet (400)** of the subject property. The following return address must appear on the

envelope: "Georgetown County Planning Commission, 129 Screven St. Suite 222, Georgetown, SC 29440."

2. A list of all persons (and related Tax Map Numbers) to whom envelopes are addressed must also accompany the application.

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.

Please submit this completed application and appropriate fee to Georgetown County Planning Division at 129 Screven St. Suite 222, Georgetown, S. C. 29440. If you need additional assistance, please call our office at 843-545-3158.

Site visits to the property, by County employees, are essential to process this application. The owner/applicant as listed above, hereby authorize County employees to visit and photograph this site as part of the application process.

A sign is going to be placed on your property informing residents of an upcoming meeting concerning this particular property. This sign belongs to Georgetown County and will be picked up from your property within five (5) days of the hearing.

All information contained in this application is public record and is available to the general public.

Please submit a PDF version of your plans if available. You may e-mail them to csargent@georgetowncountysc.org or include with your application.

Litchfield Inn
 Property Location
 REZ 9-16-16902

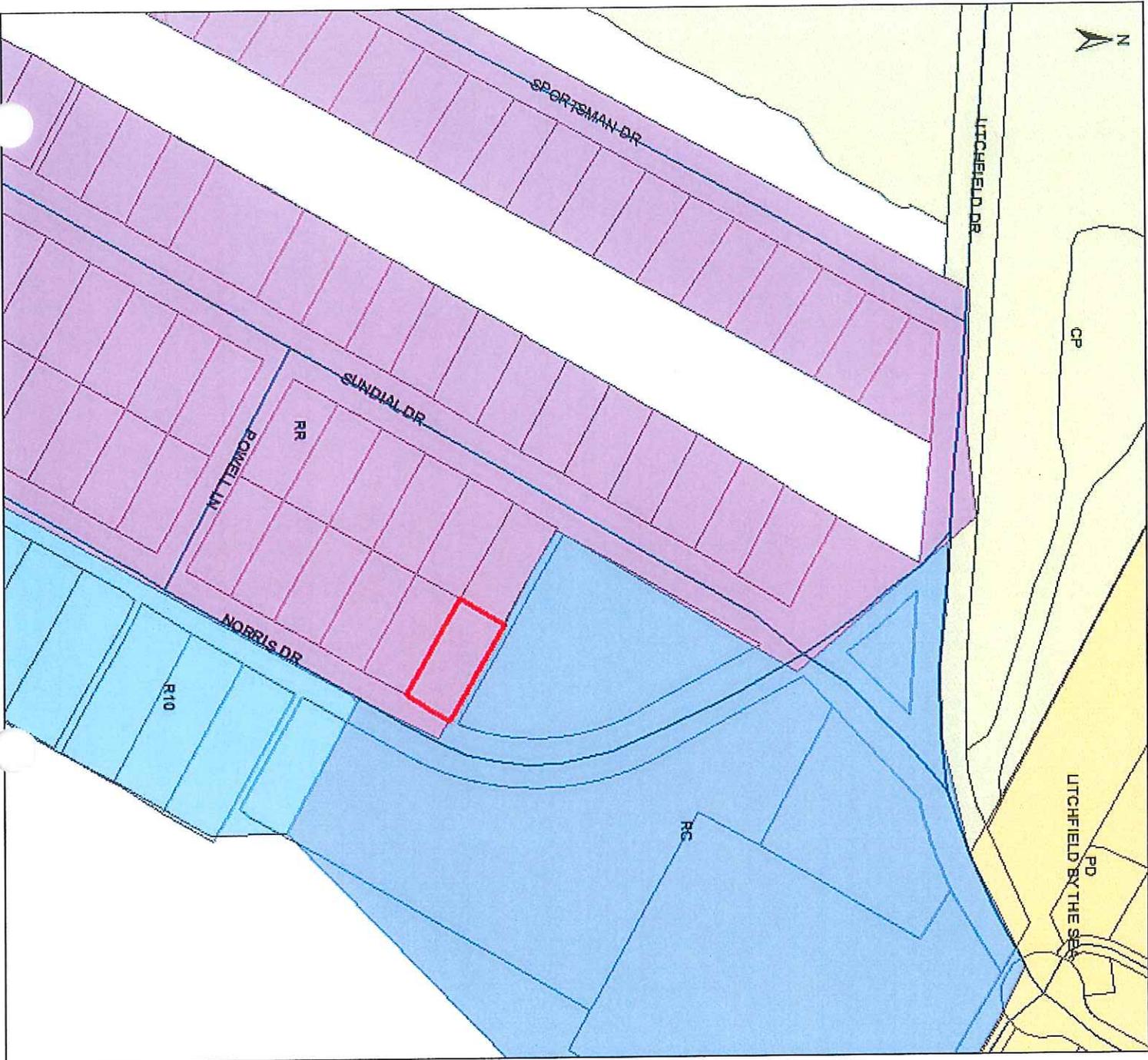


Legend

-  90' SETBACK (Hwy 17)
-  Litchfield Inn
-  Parcels
-  Streets



DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.



**Litchfield Inn
Property Zoning
REZ 9-16-16902**

Legend

-  Litchfield Inn
-  90' SETBACK (FWY 17)
-  Parcels
-  Streets

Zoning

-  CITY OF GEORGETOWN
-  CP
-  PA
-  PAVC
-  PAVR
-  GC
-  GR
-  GRER
-  HI
-  LI
-  MHP
-  MER10
-  NC
-  OC
-  PA
-  PD
-  R1
-  R1/2AC
-  R10
-  R1AC
-  R2
-  R3/4AC
-  R5
-  RC
-  RG
-  RR
-  RS
-  RVC
-  VC
-  VR10



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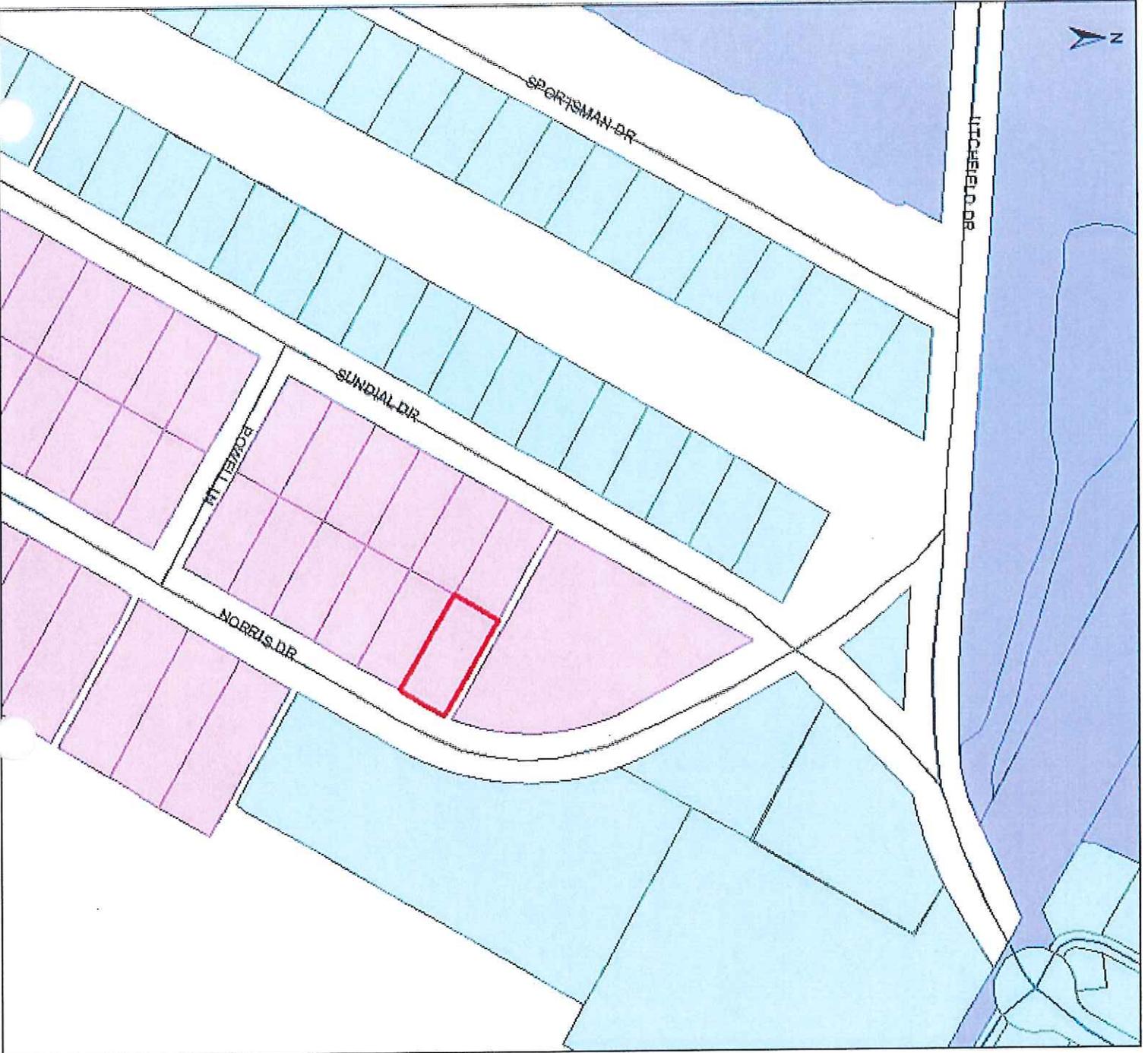
Litchfield Inn
 Property FLU
 REZ 9-16-16902

Legend

-  90' SETBACK (Hwy 17)
 -  Litchfield Inn
 -  Parcels
 -  Streets
- County Parcel FLU
- FUTURE_LAN**
-  CITY OF GEORGETOWN
 -  COMMERCIAL
 -  CONSERVATION PRESERVATION
 -  EASEMENT
 -  HIGH DENSITY RESIDENTIAL
 -  INDUSTRIAL
 -  LOW DENSITY RESIDENTIAL
 -  MEDIUM DENSITY RESIDENTIAL
 -  MEDIUM DENSITY RESIDENTIAL
 -  POND
 -  PRIVATE RECREATIONAL
 -  PUBLIC RECREATIONAL
 -  PUBLIC/SEMI-PUBLIC
 -  TOWN OF ANDREWS
 -  TOWN OF PI
 -  TRANSITIONAL



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Litchfield Inn
 Property Aerial
 REZ 9-16-16902



Legend

-  90' SETBACK (Hwy 17)
-  Litchfield Inn
-  Parcels
-  Streets



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AGENDA OF PUBLIC HEARING

The Planning Commission will consider a request from Daniel Stacy as agent for Litchfield Inn Council of Gers, LLC to rezone one parcel (approximately 7800 sf) from Resort Residential (RR) to Commercial (RC). The property is located on Norris Drive adjacent to the existing Litch parking lot in Litchfield. Tax Map Numbers 040144-060-00-00. Case Number REZ 9)2.

The Planning Commission will be reviewing this request on **Thursday, November 17, 2016 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

If you wish to make comments on this request, you are invited to attend this meeting. If you cannot attend to comment please submit written comment to:

Georgetown County Planning Commission

PO Drawer 421270

Georgetown, South Carolina 29442

Telephone (843) 545-3158

Fax (843) 545-3299

Email: csargent@gtcounty.org

RESOLUTION

WHEREAS, the Georgetown County Comprehensive Plan establishes the goals of providing appropriate area for commercial development; and

WHEREAS, Daniel Stacy, as agent for Litchfield Inn Council of Co-Owners, LLC, applied to rezone one parcel located on the west side of Norris Drive across from the Litchfield Inn from Resort Residential (RR) to Resort Commercial (RC). (TMS 04-0144-060-00-00).

WHEREAS, the Future Land Use Map for this area, as contained in the Georgetown County Comprehensive Plan, designates this area for Medium Density Residential;

NOW, THEREFORE, BE IT RESOLVED, that the Georgetown County Planning Commission hereby recommends to the Georgetown County Council that Georgetown Future Land Use Map in the Georgetown County Comprehensive Plan be amended to designate this parcel as Commercial.

ADOPTION OF THE FOREGOING RESOLUTION moved by _____ , seconded by _____ , and after discussion, upon call vote thereon, the vote was as follows:

Those in favor –

Those opposed –

Elizabeth Krauss, Chairperson
Georgetown County Planning Commission

ATTEST:

Cynthia Sargent
Georgetown County Planning

GEORGETOWN COUNTY PLANNING COMMISSION

DATE: November 17, 2016

AGENDA ITEM: A request from Wendell Powers of Powers Land Surveying as agent for James Redick to rezone the rear portion of TMS 01-0416-040-00-00 (approximately 15.4 acres) from Heavy Industrial (HI) to One-Half Acre Residential (R 1/2) Ac). The property is located at 195 Redick Drive in Georgetown. Portion of Tax map number 01-0416-040-00-00. Case number REZ 10-16-16970.

ISSUE UNDER CONSIDERATION: The property is currently zoned Heavy Industrial (HI). The applicant is requesting to rezone the rear portion of the property (approximately 15.4 acres) to One-Half Acre Residential (R ½ Ac) and keep the remaining 12 acres adjacent to Hwy 17-A & 521 as Heavy Industrial (HI).

STATUS: The parcel is currently vacant.

POINTS TO CONSIDER:

1. The rear portion of the parcel proposed for rezoning is bordered by One-Half Acre Residential (R 1/2) Ac) to the south, east and west. The front portion of the parcel proposed to remain Heavy Industrial (HI) is bordered by General Commercial (GC) to the east and west and Heavy Industrial (HI) to the north.
2. Redick Road is an existing private road that will be platted as a 50' R/W and extended to the rear of the property for possible future development.
3. The parcel contains sufficient area for the R ½ Ac Zoning District. Spot zoning is not an issue due to the adjacent R ½ Ac property.
4. There are approximately 5.3 acres of wetlands in the rear of the property adjacent to the Sampit River.
5. If this portion of the property is rezoned to R ½ Ac, any new structures built on the property will be subject to the R ½ Ac Zoning Requirements (Article VI, Section 603) of the Georgetown County Zoning Ordinance.
6. A level 4 buffer will be required between the residential zoning and the industrial zoning should further industrial development take place.
7. The Georgetown County Comprehensive Plan and Future Land Use Map designates this area as Low Density Residential, therefore no change to the FLU Map is required.

FINANCIAL IMPACT: Not applicable

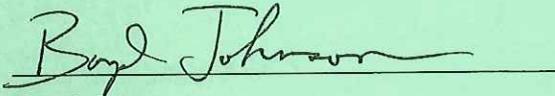
OPTIONS:

1. Recommend approval as requested by applicant.
2. Recommend approval as amended by Planning Commission
3. Defer for 30 days pending further requested information.
4. Recommend denial of request.

STAFF RECOMMENDATION: Based on the adjacent One Half Acre Residential (R 1/2 Ac) zoning and the FLU map designation, staff recommends rezoning the 15.4 acres from Heavy Industrial to One-Half Acre Residential (R ½ Ac) and leaving the remaining 12 acres on the front (northwestern) portion of the parcel as Heavy Industrial (HI).

ATTACHMENTS:

1. Application and Attachments
2. GIS Location Map
4. GIS Zoning Map
5. Future Land Use Map
6. Aerial Map
7. Adjacent Property Notice
8. Plat



Boyd Johnson
Director of Planning and Code Enforcement

Public Notification Information:

Date Advertised: 11/02/16 (Georgetown Times)	11/03/16 (Coastal Observer)
Date Property Posted/By: 11/01/16	Kristal Infinger
Date of Notification: 10/27/16	Number Notified: 8

Case Number/Staff Contact: REZ101616970/Judy Blankenship
Report Completion Date: 11/04/16



#16970

129 Screven St. Suite 222
Post Office Drawer 421270
Georgetown, S. C. 29440
Phone: 843-545-3158
Fax: 843-545-3299

PROPOSED ZONING AMENDMENT

COMPLETED APPLICATIONS FOR ZONING AMENDMENTS MUST BE SUBMITTED ALONG WITH THE REQUIRED FEE, AT LEAST FORTY-FIVE (45) DAYS PRIOR TO A PLANNING COMMISSION MEETING.

THE APPLICANT IS REQUESTING: (Indicate one)

- A change in the Zoning Map.
- A change in the Zoning Text.

The following information must be provided for either request:

Property Information that you area requesting the change to:

Tax Map (TMS) Number: TM 01-0416-040-00-00

Street Address: 195 REDICK ROAD - SOUTH SIDE OF U.S. HWY 521, WEST GEORGETOWN, S.C. OF R.R CROSSING TO STEAM PLANT

City / State / Zip Code: 29440

Lot Dimensions/ Lot Area: TOTAL TRACT

Plat Book / Page: CC PAGE 21

Current Zoning Classification: H 1

Proposed Zoning Classification: R 1/2 ACRE (PORTION SOUTH OF POWER LINE) R/W

Property Owner of Record:

Name: JAMES E. REDICK
Address: P.O. Box 82
City/ State/ Zip Code: GEORGETOWN, S.C. 29440
Telephone/Fax Numbers: _____
E-mail: N/A
Signature of Owner / Date: James E. Redick
10/3/10

I have appointed the individual or firm listed below as my representative in conjunction with this matter related to the rezoning request.

Agent of Owner:

Name: WENDELL C. POWERS
Address: 602 FRONT ST.
City / State / Zip Code: GEORGETOWN, S.C., 29440
Telephone/Fax: 843-546-4000
E-mail: georgetownsurvey@yahoo.com
Signature of Agent/ Date: Wendell C. Powers 10/3/10
Signature of Property Owner: James E. Redick 10/3/10

Contact Information:

Name: WENDELL C. POWERS
Address: 602 FRONT ST. GEORGETOWN, S.C. 29440
843-546-4000 843-344-0867
Phone / E-mail: georgetownsurvey@yahoo.com

Please provide the following information.

1. Please submit 12 copies of the site plan or plat (size: 11 x 17 or 24 x 26, as needed)
2. Please explain the rezoning request for this property.

OWNER WISHES TO UTILIZE AREA SOUTH
OF POWER LINE R/W AS RESIDENTIAL AREA

Please provide the following information for a Zoning Text Amendment.

1. Indicate the section of the Zoning Ordinance that you are proposing to be changed:

N/A

2. Indicate the reasons for the proposed changes:

N/A

Fee required for all applications at the time of submittal:

Rezoning Applications

\$250.00

Text Amendments

\$250.00

Adjacent Property Owners Information required:

1. The person requesting the amendment to the Zoning Map or Zoning Text must submit to the Planning office, at the time of application submittal, stamped envelopes for each resident within **Four Hundred Feet (400)** of the subject property. The following return address must appear on the

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2. A list of all persons (and related Tax Map Numbers) to whom envelopes are addressed must also accompany the application.

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.

Please submit this **completed application** and appropriate **fee** to Georgetown County Planning Division at 129 Screven St. Suite 222, Georgetown, S. C. 29440. If you need additional assistance, please call our office at 843-545-3158.

Site visits to the property, by County employees, are essential to process this application. The owner\applicant as listed above, hereby authorize County employees to visit and photograph this site as part of the application process.

A sign is going to be placed on your property informing residents of an upcoming meeting concerning this particular property. This sign belongs to Georgetown County and will be picked up from your property within five (5) days of the hearing.

All information contained in this application is public record and is available to the general public.

Please submit a PDF version of your plans if available. You may e-mail them to csargent@georgetowncountysc.org or include with your application.

**James Redick
Property Zoning
REZ 10-16-16970**

Legend

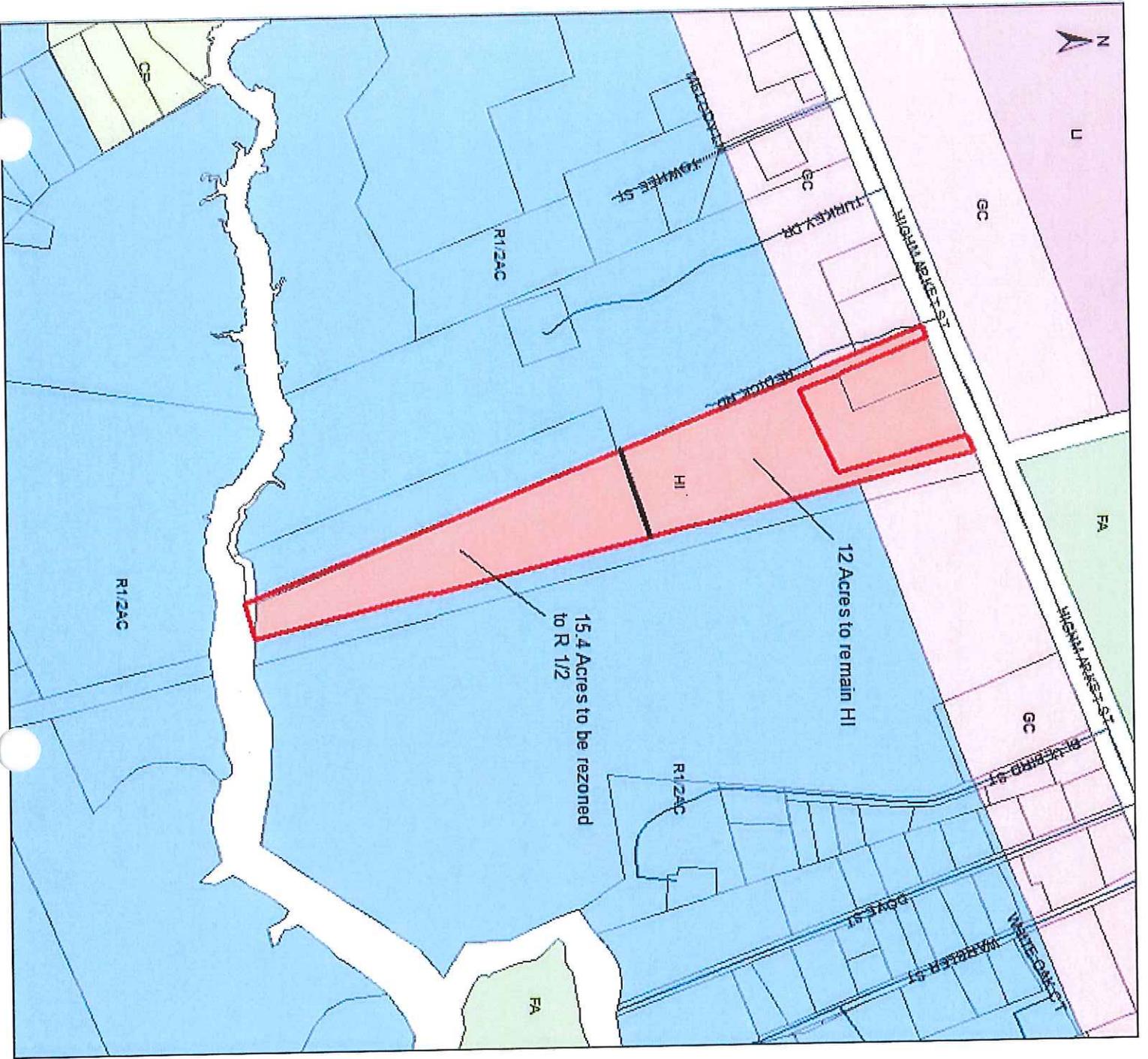
-  301 SETBACK (Fig 17)
-  James Redick
-  Parks
-  Streets

Zoning

-  DISTRICT
-  CITY OF GEORGETOWN
-  CP
-  FA
-  FA/C
-  FA/R
-  GC
-  GR
-  GR/R
-  HI
-  LI
-  LI-9
-  LI-10
-  NC
-  OC
-  PA
-  PD
-  R1
-  R1/2AC
-  R1/2
-  R1/4AC
-  R2
-  R2/4AC
-  R3
-  R3/C
-  R4
-  R5
-  R6
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-  R34
-  R35
-  R36
-  R37
-  R38
-  R39
-  R40

0 235 470 940 1,410 1,880 Feet

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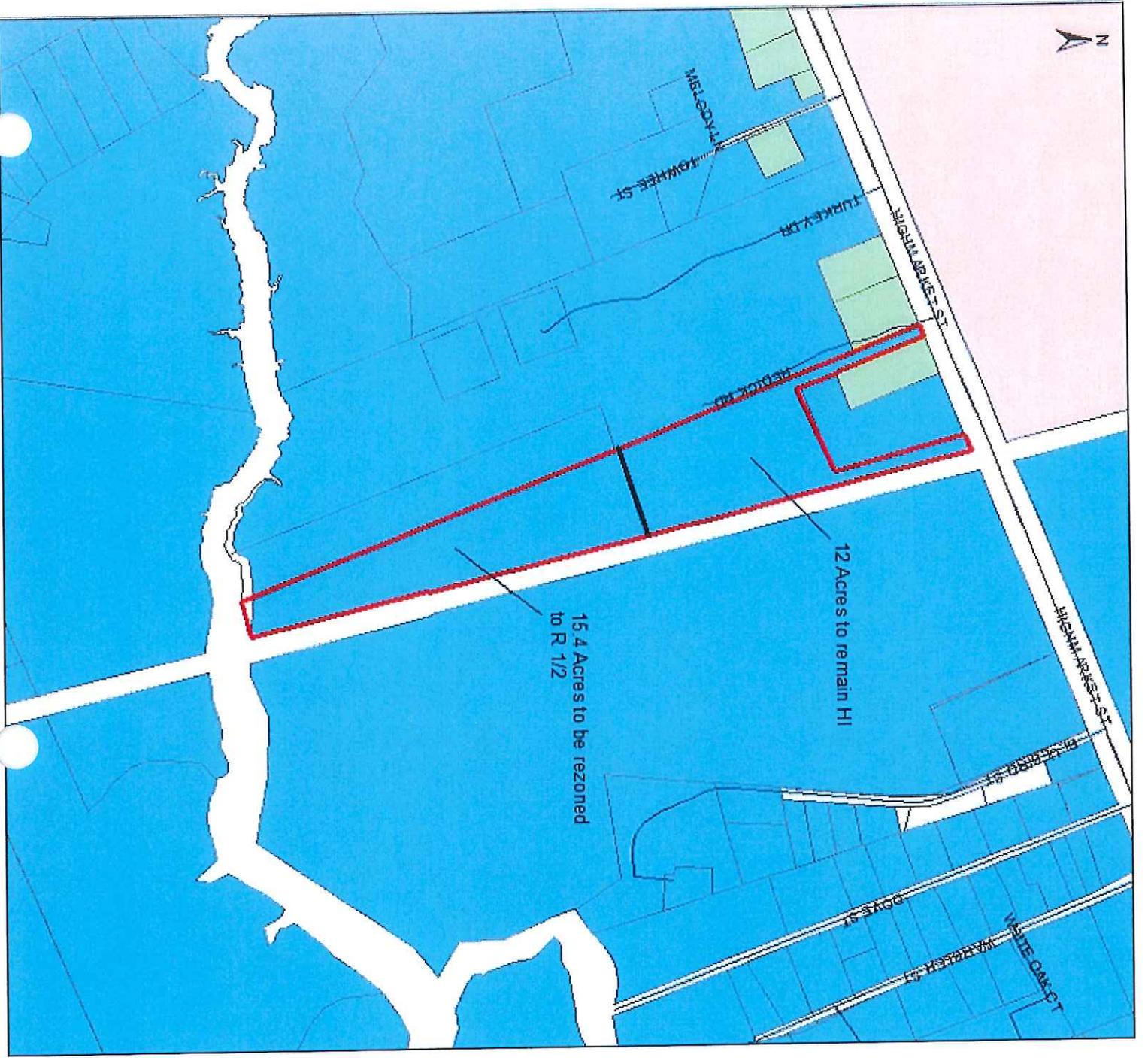
**James Redick
Property FLU
REZ 10-16-16970**

Legend

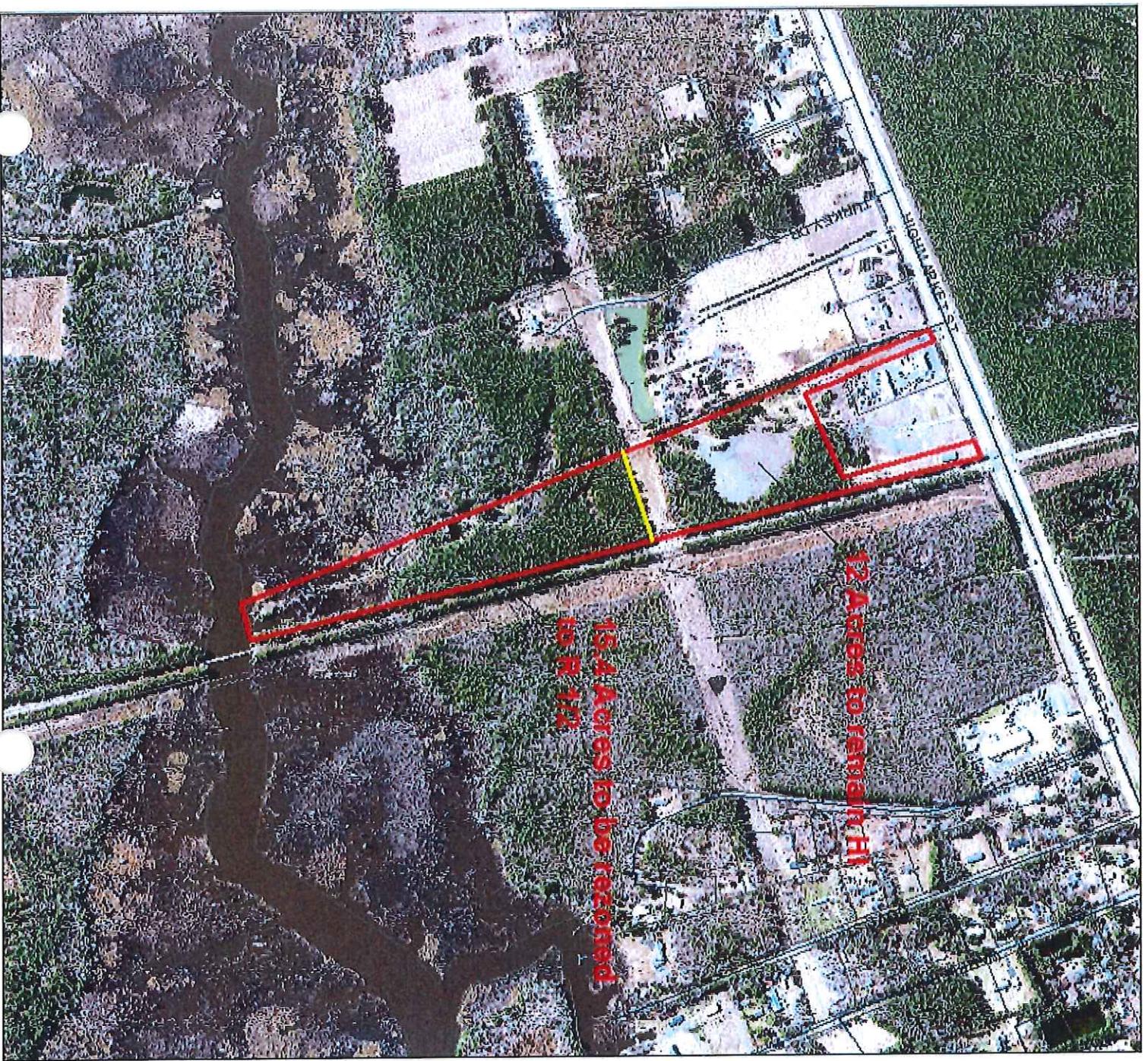
-  90' SETBACK (Hwy 17)
-  James Redick
-  Parcels
-  Streets
- County Parcel FLU**
-  CITY OF GEORGETOWN
-  COMMERCIAL
-  CONSERVATION PRESERVATION
-  EASEMENT
-  HIGH DENSITY RESIDENTIAL
-  INDUSTRIAL
-  LOW DENSITY RESIDENTIAL
-  MEDIUM DENSITY RESIDENTIAL
-  MEDIUM DENSITY RESIDENTIAL
-  POND
-  PRIVATE RECREATIONAL
-  PUBLIC RECREATIONAL
-  PUBLIC/SEMI-PUBLIC
-  TOWN OF ANDREWS
-  TOWN OF PI
-  TRANSITIONAL



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James Redick
Property Aerial
REZ 10-16-16970



Legend

-  90' SETBACK (Hwy 17)
-  James Redick
-  Parcels
-  Streets



DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County declines all responsibility and liability for the use of this map.



NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Wendell Powers as agent for James Redick to rezone the rear portion of TMS 01-0416-040-00-00 (approximately 15.4 acres) from Heavy Industrial (HI) to One-Half Acre Residential (R $\frac{1}{2}$ Ac). The property is located at 195 Redick Drive in Georgetown. Portion of Tax Map Number 001-0416-040-00-00. Case Number REZ 10-16-16970.

The Planning Commission will be reviewing this request on **Thursday, November 17, 2016 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

If you wish to make public comments on this request, you are invited to attend this meeting. If you cannot attend and wish to comment please submit written comment to:

Georgetown County Planning Commission

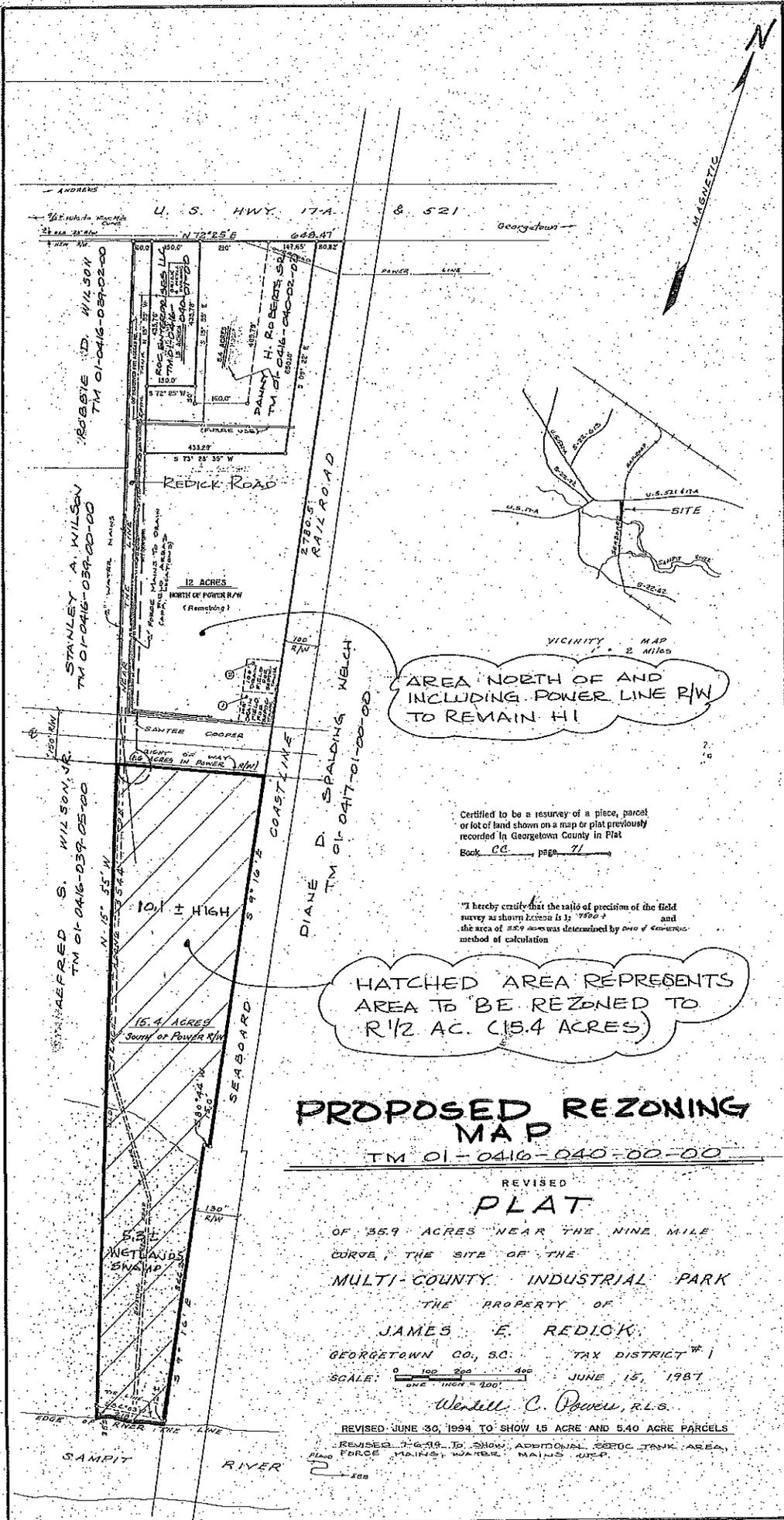
PO Drawer 421270

Georgetown, South Carolina 29442

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: csargent@gtcounty.org



AREA NORTH OF AND INCLUDING POWER LINE R/W TO REMAIN HI

HATCHED AREA REPRESENTS AREA TO BE REZONED TO R1/2 AC. (15.4 ACRES)

Certified to be a resurvey of a piece, parcel or lot of land shown on a map or plat previously recorded in Georgetown County in Plat Book CC page 71

I hereby certify that the ratio of precision of the survey as shown herein is 1:7500 and the area of 15.4 acres was determined by area of enclosure method of calculation

PROPOSED REZONING MAP

TM 01-0416-040-00-00

REVISED PLAT

OF 35.9 ACRES NEAR THE NINE MILE CURVE, THE SITE OF THE MULTI-COUNTY INDUSTRIAL PARK THE PROPERTY OF

JAMES E. REDICK

GEORGETOWN CO., S.C. TAX DISTRICT #1
SCALE: 0 100 200 400
ONE INCH = 100'

JUNE 15, 1987

Wentzell C. Powell, R.L.S.

REVISED JUNE 30, 1994 TO SHOW 15 ACRE AND 540 ACRE PARCELS

REVISED 7-6-95 TO SHOW ADDITIONAL 5000 GALLON TANK AREA, FORCE MAINS, WATER MAINS, WSP.

N541-R

GEORGETOWN COUNTY PLANNING COMMISSION

DATE: November 17, 2016

AGENDA ITEM: An amendment to the Georgetown County Zoning Map

ISSUE UNDER CONSIDERATION: A request from Abernethy Development Group, LLC as agent for Collins Gaston to rezone two parcels totaling 14.93+/- acres from One-Half Acre Residential (R ½) to 6,000 Square Feet Residential (R-6). The property is located on the east side of Wesley Road approximately 220 ft south of Derrick Lane in Murrells Inlet. Tax map numbers 41-0121-003-00-00 and 41-0121-003-02-00. Case Number REZ 10-16-16962.

CURRENT STATUS: The two parcels are currently zoned One-Half Acre Residential (R ½ Ac).

POINTS TO CONSIDER:

1. The parcels are currently vacant.
2. General Residential (GR is located to the north and northwest. One-Half Acre Residential is located to the west and southwest. The Live Oak Community PD, the Coral Bay Village PD and the Captains Cove PD (which are all MHP) are located to the south and MHP zoning is located to east. There is also some General Commercial zoning located along Hwy 17 Bypass in front of the mobile home parks.
3. The 6,000 Square Feet Residential (R-6) zoning district was created to allow high density development but restrict uses to single family homes while prohibiting mobile homes and multi-family development.
4. The applicant proposes to subdivide the property into a 53-lot single family subdivision under the R-6 zoning district. The proposed single family development would also include platting and naming a 50' right of way that will make a loop within the site. The proposed lots would require a minimum of 6,000 square feet with a minimum lot width of 60 feet. The setbacks are 25' front, 10' side, 15' rear and 16.5' corner side. Subdivisions that create 10 or more new lots are major subdivisions and will require review by the Planning Commission along with a traffic study. The proposed site plan has not been reviewed and is presented for your information only. It is important to note that this application is for a rezoning and not approval of the presented subdivision. The owner has no obligation to follow this plan.
5. The Georgetown County FLU map designates this property and the adjacent property as low density residential; therefore the Future Land Use Map supports the current zoning. The closest high density designation is located just south of the parcels in the Live Oak Community MHP, Coral Bay Village MHP and the Captains Cove MHP.

FINANCIAL IMPACT: Not applicable for Planning Commission

OPTIONS:

1. Recommend approval as requested by applicant.
2. Recommend approval as recommended by staff.
3. Recommend approval as amended by Planning Commission.
4. Recommend denial of request.

STAFF RECOMMENDATION: Staff recommends denial of this request based on the Future Land Use Map which supports the existing zoning of R ½ Ac. Lots of 6,000 square feet would increase traffic on Wesley Road. In the event that the Planning Commission recommends approval of this request, the FLU map will need to be changed to reflect high density residential.

ATTACHMENTS:

1. Rezoning Applications and attachments
2. Location Map
3. Zoning Map
4. FLU Map
5. Aerial Map
6. Adjacent Property Notice
7. Recorded Combination Plat
8. Proposed site plan



Boyd Johnson
Director of Planning and Code Enforcement

Public Notification Information:

Date Advertised: 11-2-16 (Georgetown Times); 11-3-16 (Coastal Observer)
Date Property Posted/By: 11-1-16/ Kristal Infinger
Date of Notification: 10-27-16 Number Notified: 134

Case Number/Staff Contact: REZ 10-16-16962/ Judy Blankenship
Report Completion Date: 11/4/16 Revision Date:



#16962

129 Screven St. Suite 222
Post Office Drawer 421270
Georgetown, S. C. 29440
Phone: 843-545-3158
Fax: 843-545-3299

PROPOSED ZONING AMENDMENT

COMPLETED APPLICATIONS FOR ZONING AMENDMENTS MUST BE SUBMITTED ALONG WITH THE REQUIRED FEE, AT LEAST FORTY-FIVE (45) DAYS PRIOR TO A PLANNING COMMISSION MEETING.

THE APPLICANT IS REQUESTING: (Indicate one)

- A change in the Zoning Map.
 A change in the Zoning Text.

The following information must be provided for either request:

Property Information that you area requesting the change to:

Tax Map (TMS) Number: 41-0121-003-00/02-00

Street Address: Approx: 4871 Wesley Road

City / State / Zip Code: Murrells Inlet, SC 29576

Lot Dimensions/ Lot Area: 14.93+/- Acres

Plat Book / Page: Slide 769/9

Current Zoning Classification: R1/2A

Proposed Zoning Classification: R-6

Property Owner of Record:

Name: Collins T. Gaston
Address: 4871 Wesley Road
City/ State/ Zip Code: Murrells Inlet, SC 29576
Telephone/Fax Numbers: _____
E-mail: _____
Signature of Owner / Date: Authorized- See Signed Contract

I have appointed the individual or firm listed below as my representative in conjunction with this matter related to the rezoning request.

Agent of Owner:

Name: Abernethy Development Group, LLC - See Attached Contract
Address: 10554 Ocean Highway
City / State / Zip Code: Pawleys Island, SC 29585
Telephone/Fax: 865-385-1795
E-mail: abernethy.h@gmail.com
Signature of Agent/ Date: 
Signature of Property Owner: Authorized- See Attached Contract

Contact Information:

Name: Harvey Abernethy
Address: 10554 Ocean Highway, Pawleys Island, SC 29585
Phone / E-mail: 865-385-1795

Please provide the following information.

1. Please submit 12 copies of the site plan or plat (size: 11 x 17 or 24 x 26, as needed)
2. Please explain the rezoning request for this property.

It is our desire to develop a subdivision of quality homes (for retirees and
young families) in the area as no new developments have been created
in many years in the area.

Please provide the following information for a Zoning Text Amendment.

1. Indicate the section of the Zoning Ordinance that you are proposing to be changed:

n/a

2. Indicate the reasons for the proposed changes:

Fee required for all applications at the time of submittal:

Rezoning Applications	\$250.00
Text Amendments	\$250.00

Adjacent Property Owners Information required:

1. The person requesting the amendment to the Zoning Map or Zoning Text must submit to the Planning office, at the time of application submittal, stamped envelopes for each resident within **Four Hundred Feet (400)** of the subject property. The following return address must appear on the

envelope: "Georgetown County Planning Commission, 129 Screven St. Suite 222, Georgetown, SC 29440."

2. A list of all persons (and related Tax Map Numbers) to whom envelopes are addressed must also accompany the application.

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.

Please submit this **completed application** and appropriate **fee** to Georgetown County Planning Division at 129 Screven St. Suite 222, Georgetown, S. C. 29440. If you need additional assistance, please call our office at 843-545-3158.

Site visits to the property, by County employees, are essential to process this application. The owner\applicant as listed above, hereby authorize County employees to visit and photograph this site as part of the application process.

A sign is going to be placed on your property informing residents of an upcoming meeting concerning this particular property. This sign belongs to Georgetown County and will be picked up from your property within five (5) days of the hearing.

All information contained in this application is public record and is available to the general public.

Please submit a PDF version of your plans if available. You may e-mail them to csargent@georgetowncountysc.org or include with your application.

Edith Rose & Joshua Owens Wildes	158 Thrush Ct	Georgetown SC	29440
Agnes Crockett	P O Box 219	Murrells Inlet SC	29576
Vivian Marlene Jones	843 S Martin Circle	Murrells Inlet SC	29576
Robert H Rossborough	881 S Marlin Circle	Murrells Inlet SC	29576
Melanie Newcomb	165 Rosewood Avenue	Long Branch NJ	07740
Carol H Belge	115 Quinby Circle	Quinby SC	29506
Barbara J Newman	4795 Wesley Road	Murrells Inlet SC	29756
Howard Hendrickson	817 S Marlin Circle	Murrells Inlet SC	29576
Raleigh L Tharpe	4725 Wesley Road	Murrells Inlet SC	29576
Donna Marie Broutin	868 S Marlin Circle	Murrells Inlet SC	29576
Beach Capital Partners LLC	9001 Kings Road	Murrells Inlet SC	29572
Steven D Sellers	P O Box 250	Murrells Inlet SC	29576
Kenneth P. & Deborah R. Griffin	2866 Journeys End Road	Murrells Inlet SC	29576
Martha L Rothrock	920 Trout Court	Murrells Inlet SC	29576
Leslie Carton, Trustee of the Lloyd Legacy Trust	902 S. Marlin Circle	Murrells Inlet SC	29576
Troy P & Susan M Montenery	249 Chesapeake Lane	Murrells Inlet SC	29576
Erin W. Pegram	210 Chesapeake Lane	Murrells Inlet SC	29576
Patricia Horberg	605 1st Ave S	Myrtle Beach SC	29577
Katherine G. Thompson	4840 Moss Creek Loop #8	Murrells Inlet SC	29576
Mark M Terry	938 S Martin Circle	Murrells Inlet SC	29576
Quincy L. Lloyd & Kevin J. Ferry	237 Chesapeake Lane	Murrells Inlet SC	29576
Paul Christmas	964 Derrick Lane	Murrells Inlet SC	29576
Karen L Granieri	4749 Wesley Road	Murrells Inlet SC	29576
Peter Van Rooyen	835 S Marlin Circle	Murrells Inlet SC	29576
Kathryn L Thigpen	984 S Marlin Circle	Murrells Inlet SC	29576
Lawrence M Elliott	4806 Wesley Road	Murrells Inlet SC	29576
Claudia Mae England	P O Box 253	Murrells Inlet SC	29576
James D Harris	1008 S Martin Circle	Murrells Inlet SC	29576
Maureen A Vleuten	908 Trout Court	Murrells Inlet SC	29576
Fred J. & Priscilla L. Spencer	423 Fox Chase Drive	Murrells Inlet SC	29576
Roger D England	P O Box 685	Collinsville VA	24078
David L Altman	4695 Wesley Road	Murrells Inlet SC	29576
Elizabeth Blume	828 S Marlin Court	Murrells Inlet SC	29576
Dorothy Dangelo	913 S Marlin Circle	Murrells Inlet SC	29576

Jesse D. Dowins, Jr. & Becky L. Dobbins	919 Trout Court	Murrells Inlet SC	29576
Lawrence M Elliott	4826 Wesley Road	Murrells Inlet SC	29576
Harvey John Lowes & Gila May Norris	1065 Gila Court	Murrells Inlet SC	29576
Robert L. & Jennifer A. Faro	211 Chesapeake Lane	Murrells Inlet SC	29576
Gerald S Dudley Jr	P O Box 49188	Charlotte, NC	28277
Howard Marilyn Ida	10698 Ocean Hwy	Pawleys Island SC	29585
Charles Welch	P O Box 125	Murrells Inlet SC	29576
Granieri, Karen L	4749 Wesley Road	Murrells Inlet SC	29576
Joan Marie Daniels	925 Trout Court	Murrells Inlet SC	29576
David & Sylvia Hargett	882 S. Marlin Circle	Murrells Inlet SC	29576
Henry & Therese A. Gross	846 S. Marlin Circle	Murrells Inlet SC	29576
William Floyd & Mary Ann Mumford	810 S. Marlin Circle	Murrells Inlet SC	29576
Ann Marie Beauregard	231 Summit Street	Belchertown MA	01007
Willia Jean Crouch	P O Box 1234	Murrells Inlet SC	29576
Raleigh L Tharpe	4725 Wesley Road	Murrells Inlet SC	29576
Raleigh L Tharpe	4725 Wesley Road	Murrells Inlet SC	29576
Patricia M & Try F Parnell	1297 A Macton Road	Street MD	21154
Joseph E Estep	937 Derrick Ln	Murrells Inlet SC	29576
Harvey F Lowes	4886 Wesley Road	Murrells Inlet SC	29576
Charles Welch	P O Box 125	Murrells Inlet SC	29576
Dorothy R Waterman	985 S Marlin Circle	Murrells Inlet SC	29576
Brenda M Cribb	4585 Sandy Lane	Murrells Inlet SC	29576
Nancy E. McMillan	822 S. Marlin Circle	Murrells Inlet SC	29576
Katina Lynnette Wilson	233 Chesapeake Lane	Murrells Inlet SC	29576
Joseph E Estep	937 Derrick Lane	Murrells Inlet SC	29576
Gay M Kelly	4020 Murrells Inlet Road	Murrells Inlet SC	29576
Ronald L. & Betty Jo Massey, Sr.	546 Woodland Drive	Graham NC	27253
Elaine Elliott	995 S. Marlin Circle	Murrells Inlet SC	29576
Wanda H. Littlejohn & Virginia H. Chapman	1073 Nikanor Road	W. Jefferson NC	28694
Willia Jean Crouch	P O Box 1234	Murrells Inlet SC	29576
Mildred A Cafcules	934 Marlin Circle	Murrells Inlet SC	29576
Frank T McDermott	914 S Marlin Circle	Murrells Inlet SC	29576
Nancy L. Hillinski	875 S Martin Circle	Murrells Inlet SC	29576
Timothy Barry	900 Trout Court	Murrells Inlet SC	29576

David E Pons	227 Chesapeake Lane	Murrells Inlet SC	29576
Nicholas Peter Skodras	245 Chesapeake Lane	Murrells Inlet SC	29576
David L Altman	4695 Wesley Road	Murrells Inlet SC	29576
Lee A Wenger	1021 S Marlin Circle	Murrells Inlet SC	29576
John N & Hays Patricia A Hays	305 Windsor Estates	Mineral Wells WV	26150
Paul Cecil	3427 Oaklane Drive	Philpot KY	42366
Willia Jean Crouch	P O Box 1234	Murrells Inlet SC	29576
Yvette Austin	114 Highview Ter	Dover NJ	07801
Thomas Gaston Collins	4871 Wesley Rd	Murrells Inlet SC	29576
Claudine Ratcliffe	930 S Martin Circle	Murrells Inlet SC	29576
Chester W. Hinton, III & Linda Marie V. Siberini	949 Marlin Circle	Murrells Inlet SC	29576
Sharon Ann Jackson	38 Howells Turnpike	Middleton NY	10940
S & M Realty LLC	1460 OAKCREST DR APT 1204	COLUMBIA SC	29223
Susan E Early	P O Box 13288	Charleston SC	29442
Dennis F. & Barbara Keck Hutchinson	943 S. Marlin Circle	Murrells Inlet SC	29576
Jill Kathryn Moeller	55 Butler Court	Pawleys Island SC	29585
Trudy Hall Sox	2413 S Green River Road	Evansville IN	47715
Live Oaks Community Of Murrells	999 Clubhouse Lane	Murrells Inlet SC	29576
Arlene E Peterson	1004 S Marlin Circle	Murrells Inlet SC	29576
Elaine S Crane	838 S Marlin Circle	Murrells Inlet SC	29576
Betty Carol Dembinski	912 Trout Ct	Murrells Inlet SC	29576
Roby J Atkinson	1449 Marshy Banks Dr	Hartsville SC	29550
Kote Peter R Trustee & Kote Anita J Trustee	1005 S Marlin Cir	Murrells Inlet SC	29576
Jerry D Pitts	6947 Highway 252	Laurens SC	29360
Claude M Parsons Jr	242 Chesapeake Lane	Murrells Inlet SC	29576
Joanne K Ross	997 S Marlin Circle	Murrells Inlet SC	29576
Calvin M Mason	P O Box 1986	Murrells Inlet SC	29576
James M Sisson	100 S Marlin Circle	Murrells Inlet SC	29576
Arthur A Turner Jr.	4899 Wesley Road	Murrells Inlet SC	29576
Eugene A. Windsor, III & Annette Windsor	860 S. Marlin Circle	Murrells Inlet SC	29576
Charles Welch	P O Box 125	Murrells Inlet SC	29576
James P. & Christine M. Creegan	219 Chesapeake Lane	Murrells Inlet SC	29576
Loretta Harris & Greg Setola	936 Derrick Lane	Murrells Inlet SC	29576
Karen H. Pappas	834 S Marlin Circle	Murrells Inlet SC	29576

Arthur A Turner Jr.	4899 Wesley Road	Murrells Inlet SC	29576
Claudia Mae W England	P O Box 253	Murrells Inlet SC	29576
Donald W Lash	4643 Wesley Road	Murrells Inlet SC	29576
Terry W. Becker, Jr	4873 Wesley Road	Murrells Inlet SC	29576
Harvey F Lowes	4886 Wesley Rd	Murrells Inlet SC	29576
Meredith W Crown	5537 Huckleberry Drive	Byrantown MD	20617
Donald W Lash	4643 Wesley Road	Murrells Inlet SC	29576
Raleigh L Tharpe	4725 Wesley Road	Murrells Inlet SC	29576
Richard Frank Godfrey	241 Chesapeake Ln	Murrells Inlet SC	29576
Susan Bradford Mullins	4627 Wesley Road	Murrells Inlet SC	29576
Murrells Inlet Investors, LLC	245 Business Center Lane	Murrells Inlet SC	29576
Alfred W Siberini	983 S Martin Circlea	Murrells Inlet SC	29576
Donald Lewis Dye	1501 Tidal Point Rd	Murrells Inlet SC	29576
Lisa Fry	969 Derrick Lane	Murrells Inlet SC	29576
Robert L Johnston	990 S Marlin Circle	Murrells Inlet SC	29576
David M Elliott Jr	1071 Turntable Road	Murrells Inlet SC	29576
Harvey F Lowes	4886 Wesley Road	Murrells Inlet SC	29576
Wendy Wesley Spring	4852 Wesley Road	Murrells Inlet SC	29576
John S. & Sylvia Harlow, Jr.	122 Catawba Air Road	Moorestville NC	28117
Robert J Pesce	923 Trout Court	Murrells Inlet SC	29576
Nanette L Friley	804 S Marlin Circle	Murrells Inlet SC	29576
William & Delores Holt	501 N Shore Dr	Southport NC	28461
Howard Wayne Wesley	P O Box 128	Murrells Inlet SC	29576
Robert E. & Donna L. LaTour	55 South Jefferson Avenue #6	Catskill NY	12414
Sheila G Bode	927 Trout Court	Murrells Inlet SC	29576
Dzwonczyk Douglas D	432 Catherine St	Somerville NJ	08876
James W. Haigler & Loetta J. Haigler Trust	816 S. Marlin Circle	Murrells Inlet SC	29576
Felicia E. Collins	4887 Wesley Road	Murrells Inlet SC	29576
Cornelia E Lockaby	906 S Marlin Cir	Murrells Inlet SC	29576
Donald P. Kenyon	P. O. Box 640	Central Square NY	13036
Michael W Ward	2010 Rolling Pines Dr	Columbia SC	29206
Carol H Belge	115 Quinby Circle	Quinby SC	29506
Wendy Wesley Spring	4852 Wesley Road	Murrells Inlet SC	29576
Evellee Gibson	964 S Marlin Cir	Murrells Inlet SC	29576

Wayne Solomon
Mary Jane Billings
Thomas F Feddon Jr
Roy R Newsom

924 S Marlin Circle
928 Trout Court
874 S Marlin Circle
975 S Marlin Circle

Murrells Inlet SC
Murrells Inlet SC
Murrells Inlet SC
Murrells Inlet SC

29576
29576
29576
29576



AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (GENERAL USE AND LOTS/ACREAGE)

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into as of the Effective Date between:

Buyer(s): Abernethy Development Group LLC ("Buyer"), and Seller(s): Rhonda Floyd, Delane R Floyd, Gaston T Collins, Thomas Collins TC ("Seller").

[X] BUYER [] SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

- (A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing.
(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to cause this Contract to be binding on all Parties.
(E) "Business Day" - a 24 hour period (Monday/Tuesday/Wednesday/Thursday/Friday) beginning at 10 AM and counted from 10 AM of the first Business Day following the appropriate date (Effective Date, Closing Date, stated date, Notice Delivery date). Business Days shall not begin, end, or include any Saturday, Sunday, or Federal legal holiday.
(F) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(G) "Time" - all time stated shall be South Carolina local time. Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods

2. PURCHASE PRICE: \$ 840,000.00 (USD)

Payable by [] a combination of financing and cash or [X] cash. Payment shall be good funds. The sale of Buyer's real property [] is [X] is not required for Purchase and this contingency terms [] are [] are not attached.

3. PROPERTY: Seller will sell and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain the Property and any personal property conveying in working order, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal wear and tear. Buyer is solely responsible for inquiring about lease issues prior to signing Contract. Leasing issues: (see Adjustments). Leased items on Property can include fuel tanks, alarm systems, satellite equipment, roll carts etc. and contain fuel, etc.

Address 14.93/+/- acres on Wesley road Unit #
City Murrells Inlet State of South Carolina
Zip 29576 County of Georgetown
Lot Block Section/Phase Subdivision None
Other TMS 41-0121-003-00/02-00

Parties agree that no personal property will transfer as part of this sale, except described below and/or [] in attachment(s):

4. CONVEYANCE/CLOSING/POSSESSION: "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before See Section #33 ("Closing Date") with an automatic extension of 5 business days for an unsatisfied contingency through no fault of either party. Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in ownership type and name(s): Abernethy Development Group, LLC and or assigns or as stipulated by Buyer. The deed shall be delivered to the Closing Attorney's

[X] BUYER [] BUYER [RE] SELLER [TC] SELLER HAVE READ THIS PAGE

designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Seller shall convey possession of a vacant and reasonably clean property, free of debris, along with all keys, codes, any remote controls, available documents (ex. manuals, equipment warranties, service info, etc.) and similar ownership items to Buyer at Closing.

5. EARNEST MONEY: \$10,000.00 (USD) Earnest Money is paid as follows: \$10,000.00 accompanies this offer and \$10,000.00 will be paid within 3 Business Days after Effective Date and Earnest Money is in the form of check cash other (wire, etc.) to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize Lachicotte Company as Escrow Agent to deposit and hold and disburse earnest money according to the terms of this Contract, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request.

THE PARTIES UNDERSTAND AND AGREE THAT: UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT OR AS OTHERWISE AGREED UPON IN THIS CONTRACT OR FIVE YEARS AFTER CLOSING DATE, ESCROW AGENT MAY DISBURSE EARNEST MONEY TO SC TREASURER. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR, NONPREVAILING PARTY AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER OR MEDIATION IS TO BE UTILIZED, PARTIES AGREE THAT \$n/a OF EARNEST MONEY SHALL BE RELEASED AND/OR PAID TO THE ESCROW AGENT PRIOR TO FILING INTERPLEADER OR MEDIATION AS COMPENSATION. ESCROW AGENT ACKNOWLEDGES DUTIES.

6. TRANSACTION COSTS: Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (mortgage insurance, title insurance lender/owner, hazard) discount points, all costs to obtain information from or pertaining to any owners association (aka certificate of assessment), interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes pro-rated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs unless otherwise agreed:

Private/public transfer fees and any costs similar to transfer fees (ex. capital contributions, conservancy fees, estoppel fees, or otherwise named but similar fees paid to the owners association, etc.) are the Seller's or Buyer's transaction costs.

At Closing, Seller will pay Buyer's transaction costs not to exceed \$ _____ OR _____ % of purchase price, whichever is higher, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

BUYER () () DATE _____, TIME _____
SELLER (RF) (TC) DATE 9/13/16, TIME 3:20

7. FINANCE: Buyer's obligation under this Contract is is not contingent upon obtaining financing of a 15 year or 30 year or other _____ purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts of minimum _____ % and maximum _____ % of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize their Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). If a Lender declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. Buyer shall apply for financing within _____ Business Days from the Effective Date and shall Deliver Notice to Seller of reasonable pre-final loan approval that contains no unreasonable

[Signature] BUYER [] BUYER [RF] SELLER [TC] SELLER HAVE READ THIS PAGE

credit, income, or asset conditions within _____ Business Days from the Effective Date (no repairs required prior to this Notice). Final loan approval occurs when Lender funds loan(s). If the Seller and Brokers are notified of inability to obtain financing during the Financing Period, either Party may terminate this Contract by Notice and Earnest Money shall be returned to the Buyer.

Proposed Lender: _____ FHA VA Conventional Seller
 Other _____

An FHA VA Financing Addendum is is not attached. Additional financing terms are are not attached.

8. INSPECTION/REINSPECTION RIGHTS: Buyer and qualified/certified inspectors ("Inspectors") can reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

Sellers will make the Property accessible for inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will keep all utilities operational through Closing unless otherwise agreed:

Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (electricians, plumbers, etc.) to safely connect and operate the utilities during the Inspections

Other Seller will let buyer do studies on property while under contract. see attached.

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.

9. APPRAISED VALUE:

This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Business Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. Otherwise, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller whereupon the Earnest Money will be returned to Buyer.

This Contract is not contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

10. SURVEY, TITLE EXAMINATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, and appropriate insurance (including owner's title) effective at Closing. Seller to cancel existing insurance and Buyer to obtain new insurance policies by Closing unless otherwise agreed upon in writing by Parties. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing and requirements of insurance for the property prior to signing Contract.

11. SURVIVAL: If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

12. DUE DILIGENCE:

RF
TC

The DUE DILIGENCE PERIOD ends no later than 150 Business Days after the original Effective Date unless the Parties agree in writing to extend the DUE DILIGENCE PERIOD.

During the Due Diligence Period, Seller agrees Buyer may choose any of the following:

- (1) Conduct/obtain Inspections
- (2) Deliver Repairs Request(s) Notice to Seller
- (3) Proceed under amended Contract
- (4) Proceed under As Is Contract
- (5) Terminate Contract by Delivering "Notice of Termination" and "Termination Fee" to Seller

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TERMINATION: During the Due Diligence Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller both Notice of Termination and a Termination Fee of \$ n/a USD Good Funds. Termination Fee paid to Seller by payment or, by release to Seller an appropriate amount of Earnest Money or, by a combination of payment to Seller and an appropriate amount of Earnest Money (Escrow Agent shall timely disburse upon Buyer timely signing any required Earnest Money disbursement agreement for payment of the Termination Fee). If Seller receives the Delivered Notice of Termination and the full Delivered Termination Fee during the Due Diligence Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination and all of the Termination Fee to Seller prior to the end of the Due Diligence Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

SHOULD BUYER FAIL TO REACH A NEW/AMENDED CONTRACT OR TERMINATE THE CONTRACT: The Buyer agrees to buy and Seller agrees to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Parties in this Contract.

13. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Buyer will have the right for 6 Business Days after Notice of damage to Deliver Notice of Termination to the Seller. If Buyer proceeds according to the Contract, Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

14. BUILDING PERMIT: This Contract is is not contingent upon Buyer's ability to acquire all required licenses and permits from the appropriate authorities to build on the Property. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Building Permit Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire all required licenses and permits from the appropriate authorities to build on the Property. If Seller receives the Delivered Notice of Termination during the Building Permit Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire all required licenses and permits from the appropriate authorities to build on the Property to Seller during the Building Permit Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

5. REZONING: This Contract is is not contingent upon the Property being rezoned to General Residential by full approval (without any appeal during the appeal period) by the appropriate authorities. No later than 150 Business Days after the original Effective Date unless the Parties agree in writing to extend this Rezoning Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire rezoning from the appropriate authorities to build on the Property. If Seller receives the Delivered Notice of Termination during the Rezoning Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire rezoning from the appropriate authorities during the Rezoning Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. The Buyer or Seller shall be responsible for pursuing rezoning and paying all associated costs. All rezoning applications shall be submitted to the Seller for Seller's approval prior to filing. Seller shall not unreasonably or untimely withhold approval. All Parties agree to cooperate, sign the necessary documentation, and make efforts to support the rezoning application.

16. WELL, SEPTIC, WATER LINE, SEWER AVAILABILITY: This Contract is is not contingent upon Buyer's ability to obtain from the South Carolina Department of Health and Environmental Control or other appropriate authorities all required permits for a well and septic system suitable for the Buyer's intended structure in the event a well or septic system is needed on the Property. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Well and Septic Permit Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire all required permits from the appropriate authorities to install a conventional well and conventional septic system on the Property. If Seller receives the Delivered Notice of Termination during the Well and Septic Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire all required permits from the appropriate authorities to install a well and septic system on the Property to Seller during the Well and Septic Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. If the Property is connected or capable of being connected to a water and or sewer line maintained by a private or public utility for a customary tap fee not to exceed \$ _____, the Buyer agrees to waive any applicable portion of the Well and Septic Contingency. Seller represents the Property is connected to water system: county city private corporate community well other _____. Seller represents the Property is connected to water disposal system: septic sewer private corporate government other _____.

[RF] BUYER [_____] BUYER [RF] SELLER [TC] SELLER HAVE READ THIS PAGE

17. CONDITION OF PROPERTY: Seller shall not remove any timber, vegetation, dirt, minerals, or otherwise affect the condition of the property from the Effective Date through Closing. All timber, vegetation, dirt, minerals, or similar shall remain as part of the Property and be conveyed to the Buyer at Closing. The Seller shall not bring any trash, refuse, debris, dirt, fill, medical wastes, hazardous wastes, or other materials onto the Property. Seller shall Deliver Notice of any legal action or condemnation action to the Buyer as soon as possible. If Seller Delivers such Notice, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination. If Seller receives this Delivered Notice of Termination at any time, remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver this Notice of Termination, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

18. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:

Buyer and Seller agree that Seller has delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy by delivering a corrected CDS to the Buyer or making reasonable repairs prior to Closing. Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers are not responsible nor liable for any information in the CDS and the Brokers have met requirements of SC Code 27-50-70.

Buyer and Seller agree that Seller will NOT complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13).

19. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms and give copies to Brokers.

20. MEGAN'S LAW: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, clandestine laboratory, and crime information from appropriate law enforcement officials or information sources.

21. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this Contract. It is understood that Broker may may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

22. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of the SC Code 12-8-580 (as amended) regarding state income tax withholding requirements if the Seller is not a resident or has not filed SC state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

23. ROLLBACK TAXES (IF ANY): The Parties agree that the Seller or Buyer shall pay any rollback taxes when rollback taxes are determined and billed. RF TC

24. SPECIAL STUDIES AREA, WETLANDS, AND ENVIRONMENTAL MATTERS: All reports and certifications required by the Lender, Buyer, or any government concerning any special study area, wetlands, or environmental issues shall be ordered by Buyer and paid for by RF TC Buyer.

All of these reports or certifications shall be completed no later than 150 Business Days after the original Effective Date, unless the Parties agree in writing or extend this period ("Environmental Period"). In the event repairs are necessary to address environmental concerns (Repair Requests); the Seller shall be Delivered Notice in writing of the specific defects or deficiencies no later than 2 Business Days after the Environmental Period. If the Buyer fails to notify the Seller within this timeframe, Buyer shall have waived any and all rights under terms of this section. If Lender's commitment requires any additional inspections or certifications, these are to be provided by the Buyer.

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Upon Delivered Notice of the Repair Requests, Seller has five Business Days to address the Buyer's Repair Requests. The costs of all repairs to address environmental concerns to be paid by Seller. If the Seller fails to agree to make these repairs within this timeframe, the Buyer shall have 2 Business Days to choose any of the following options (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs or (3) terminate this Contract and receive their Earnest Money. The repairs to any other items are the sole responsibility of the Buyer. The obligations of the Seller for repairs terminate upon Closing. If the Seller agrees to make the repairs, the Parties agree to proceed under Contract.

25. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

26. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available. This section survives Closing. Buyer is solely responsible for minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel.

27. DEFAULT:

- (A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:
 - (i) Deliver Notice of Default to Seller and terminate Contract and
 - (ii) Pursue any remedies available to Buyer at law or equity and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer prevails in any action against Seller.
- (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
 - (i) Deliver Notice of Default to Buyer and terminate Contract and
 - (ii) Pursue any remedies available to Seller at law or equity and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Seller prevails in any action against Buyer.
- (C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
- (D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

28. MEDIATION CLAUSE: Mediation is an alternative dispute resolution system and may help avoid potentially expensive and lengthy litigation. The mediation participants voluntarily decide their settlement with the mediator facilitating their decisions and documentation of the settlement. Mediation is not binding arbitration. The mediator does not decide the outcome. The mediation participants make their own decisions include reaching or not reaching a settlement. Any dispute, claim, breach, or services issues relating to this Contract shall be submitted to mediation in accordance with the Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® (info@SCREALTORS.org 1-800-233-6381). Disputes include representations made by any Party, Broker, person or entity in connection with the sale, purchase, financing, condition or any other aspect of the Property, including without limitation allegations of concealment, misrepresentation, negligence or fraud. Any agreement signed by the Parties pursuant to mediation is binding. This mediation clause shall survive the Closing Date. The following matters are excluded from mediation herein: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

29. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

30. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the property, survey or legal matters, square footage (3) off site conditions (4) schools (5) title including but not limited to

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easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (7) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

31. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a SC law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid by in accordance with laws and REALTOR® ethics. NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

32. BROKER LIABILITY LIMITATION: Parties agree Brokers provided Parties with benefits, services, assistance, and value in bringing about this Contract. In consideration and recognition of the risks, rewards, compensation and benefits arising from this transaction to Brokers, Parties each agree that they shall pay Brokers' attorneys fees and that Brokers, shall not be liable to either Party or both, either jointly, severally or individually, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omissions, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against either Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of either Broker shall not exceed the amount set forth herein. Parties will indemnify and hold harmless and pay attorneys fees for Brokers from breach of contract, any negligent or intentional acts or omissions by any Parties, Inspectors, Professionals, Service Providers, Contractors, etc. including any introduced or recommended by Brokers. Parties each agree that there is valid and sufficient consideration for this limitation of liability and that Brokers are the intended third-party beneficiaries of this provision.

33. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. (Land issues may include: restrictions and easements that may affect desired use, drainage issues, hazardous wastes, environmental issues, water rights, availability of water, sewer or septic waste water issues, soil tests, wetlands surveys and studies, subordination, lot releases, and other issues.) If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, they are further identified or described here:

*Closing shall take place 30 business days from the end of due diligence period. The buyer will have the option for one 30 business day extension but will need to deposit \$35,000 dollar earnest money to extend and at this time all earnest money is non-refundable.

All studies done by the purchaser will be made available to the seller upon completion. *et al* Proof of funds to be provided within 10 days of executed

34. NOTICE AND DELIVERY: Notice is any unilateral communication (offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

35. PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.

Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the Agency Disclosure, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

BUYER BUYER SELLER SELLER HAVE READ THIS PAGE

36. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at 5 AM PM on September 16, 2016 unless accepted or counter-offered by the other Party in written form Delivered prior to such Deadline.

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties.
 If signee is not a Party, appropriate legal documents (Power of Attorney, Corporate Authorization, etc.) are attached or to be Delivered within _____ Business Days.

Parties shall initial and date all changes in this Contract and initial all pages.

BUYER: Date: 9-12-16 Time: 4:10 PM
 Abernethy Development Group LLC

BUYER: _____ Date: _____ Time: _____

_____ Date: _____ Time: _____

_____ Date: _____ Time: _____

SELLER: Date: 9/13/16 Time: 3:35
 Delane R Floyd

SELLER: Date: 9/13/16 Time: 3:35
 Gaston T Collins

_____ Date: _____ Time: _____

_____ Date: _____ Time: _____

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ESCROW AGENT ACKNOWLEDGEMENT SIGNATURE: _____

ESCROW AGENT NAME: Lachicotte Company

ESCROW AGENT'S LAW FIRM/COMPANY/BROKERAGE: Lachicotte Company

ESCROW AGENT CONTACT INFO: 10554 Ocean Highway

INVOLVED AS: BUYER AGENT SELLER SUBAGENT DUAL AGENT BUYER DESIGNATED AGENT*

LICENSEE: Cooper & Abernethy SC LICENSE # _____ EXPIRES _____

BROKER IN CHARGE: Lou Lachicotte SC LICENSE # _____ EXPIRES _____

BROKERAGE COMPANY NAME: Lachicotte Company

MEMBERS OF: CCAR ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: _____

NOTICE EMAIL/FAX: _____

MOBILE PHONE: _____ OFFICE PHONE: _____ OTHER: _____

INVOLVED AS: SELLER AGENT SELLER SUBAGENT DUAL AGENT SELLER DESIGNATED AGENT*

LICENSEE: Heather Crawford SC LICENSE # 86964 EXPIRES 6/30/18

BROKER IN CHARGE: Marvin Heyd SC LICENSE # 13614 EXPIRES 6/30/17

BROKERAGE COMPANY NAME: BHHS MB Real Estate

MEMBERS OF: CCAR ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: 7421 N. Kings Hwy Myrtle Beach, SC 29572

NOTICE EMAIL/FAX: heatherammonscrawford@gmail.com

MOBILE PHONE: 843-457-4853 OFFICE PHONE: 449-9444 OTHER: _____

*DESIGNATED AGENCY - THE BROKER-IN-CHARGE AND OTHER ASSOCIATED LICENSEES ARE DUAL AGENTS.

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Georgetown County Planning Commission

November 2, 2016

SUBJECT: Rezoning Public Hearing

I received your notice of a Public Hearing on a request from Abernethy Development Group for Collins Gaston on two parcels of land joining our development Live Oaks. Attached you will see the map which you sent and a high-lighted area of where my property abuts the proposal. What you did not show, there is a drainage ditch between the two; which the county is responsible for keeping clean so that water can run off and not flood the properties in our development. We have to complain for approximately 5 years to get this ditch cleaned and kept clean, which we are told the only way the county can come in and clean the ditch is to enter on the property you are talking about. We are also told that is a county easement area for the county to maintain.

We are against any development in this area unless provisions are made to give access on that property so the county can keep clean this ditch. We are asking that this be considered in any decision that the Planning Commission makes.

We will be out of town when this meeting is held and ask that you consider our request. Thank you.

Sincerely

Handwritten signatures of Thomas and Barbara Feddon in cursive script.

Barbara & Thomas Feddon

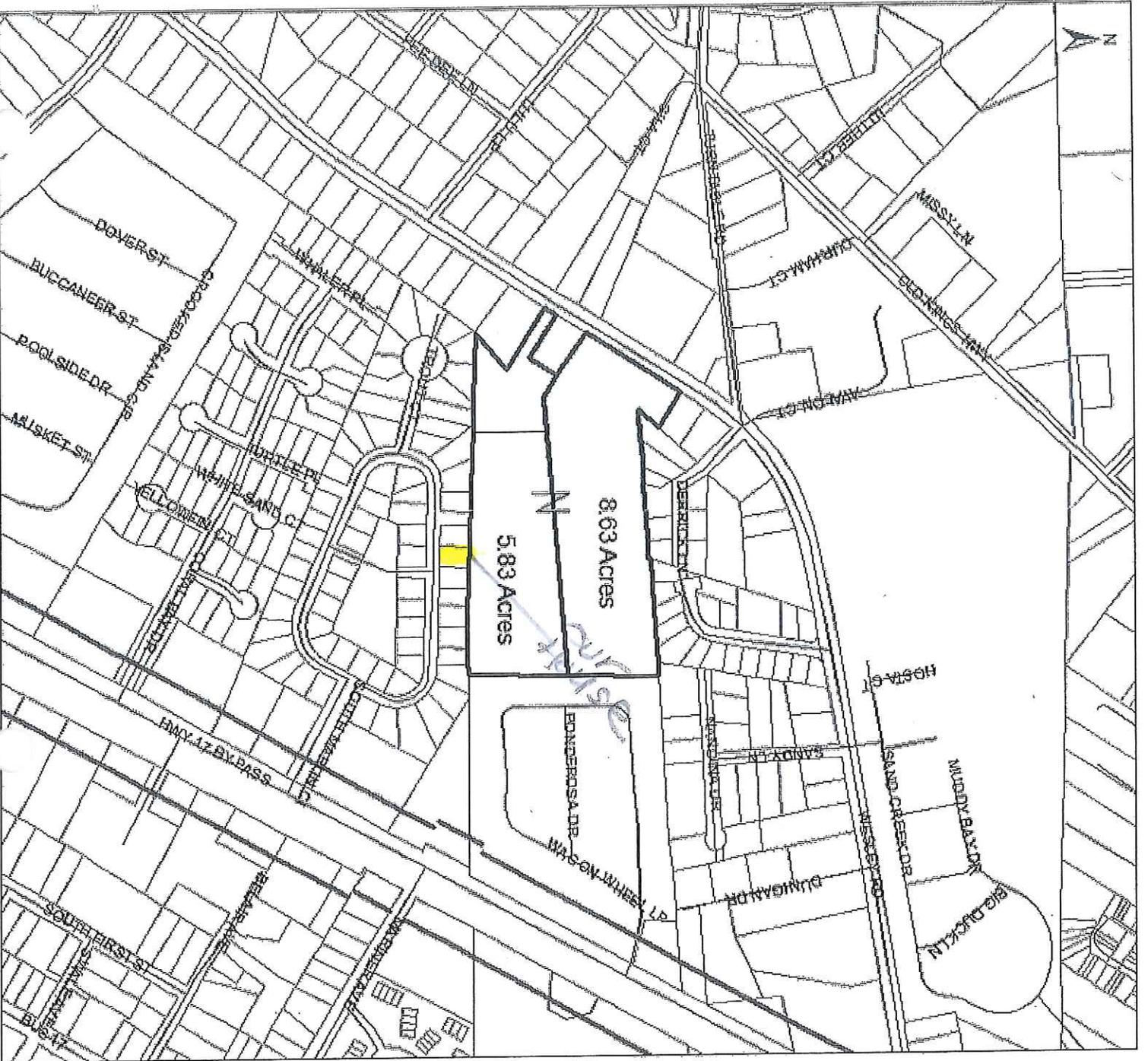
874 S. Marlin Circle

Murrells Inlet, SC 29576

ATTACHMENT: Map of area

843-651-1609

**Thomas G. Collins
Property Location
REZ 10-16-16962**



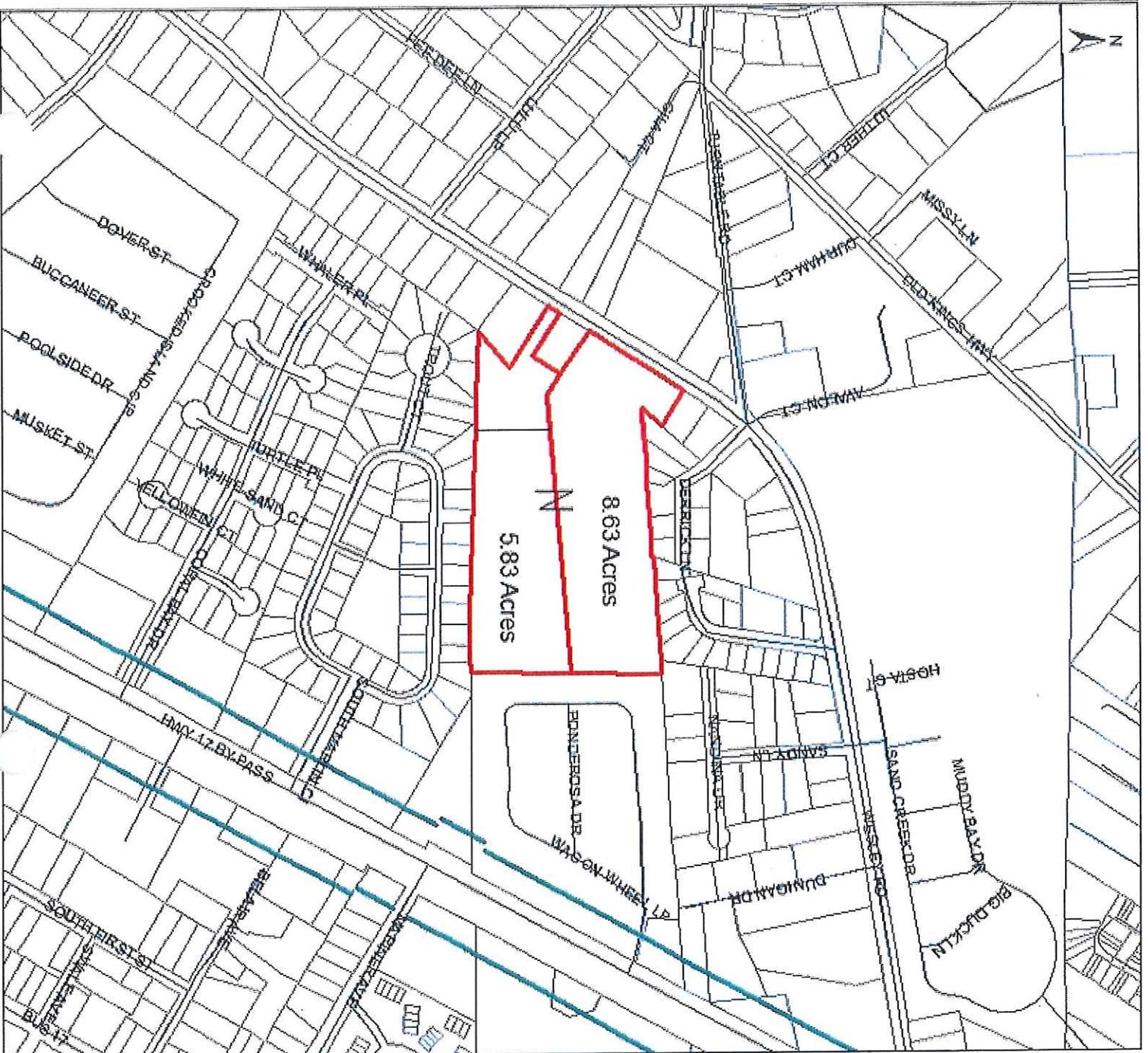
Legend

-  90' SETBACK (Hwy 17)
-  Thomas Collins
-  Parcels
-  Streets



DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this

**Thomas G. Collins
Property Location
REZ 10-16-16962**



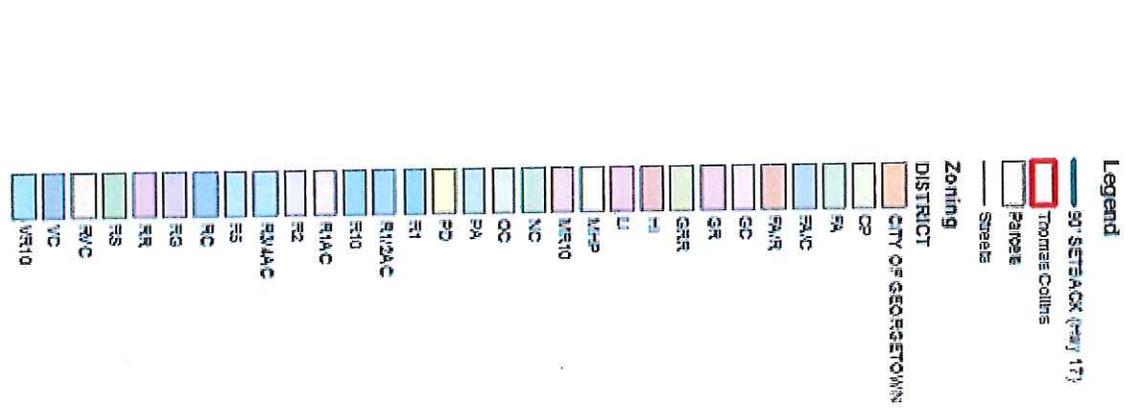
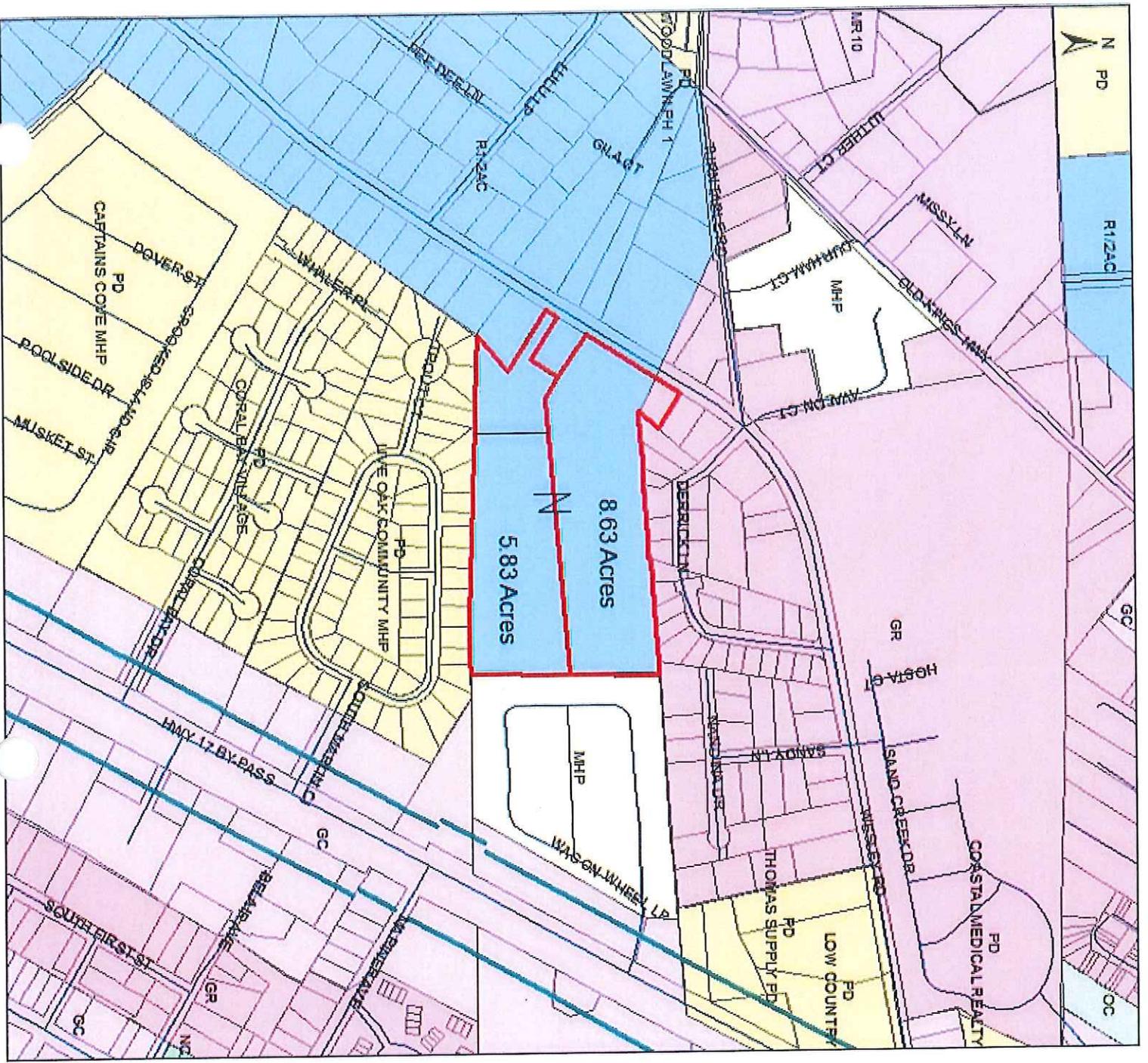
Legend

- 90' SETBACK (Hwy 17)
- Thomas Collins
- Parcels
- Streets



DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.

Thomas G. Collins Property Zoning REZ 10-16-16962



DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.



NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Abernethy Development Group, LLC as agent for Collins Gaston to rezone two parcels totaling 14.93+/- acres from One-Half Acre Residential (R½ Ac) to 6,000 Square Feet Residential (R-6). The property is located on the east side of Wesley Road approximately 220 ft. south of Derrick Lane in Murrells Inlet. Tax Map Numbers 41-0121-003-00-00 and 41-0121-003-02-00. Case Number REZ 10-16-16962.

The Planning Commission will be reviewing this request on **Thursday, November 17, 2016 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

If you wish to make public comments on this request, you are invited to attend this meeting. If you cannot attend and wish to comment please submit written comment to:

Georgetown County Planning Commission

PO Drawer 421270

Georgetown, South Carolina 29442

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: csargent@gtcounty.org

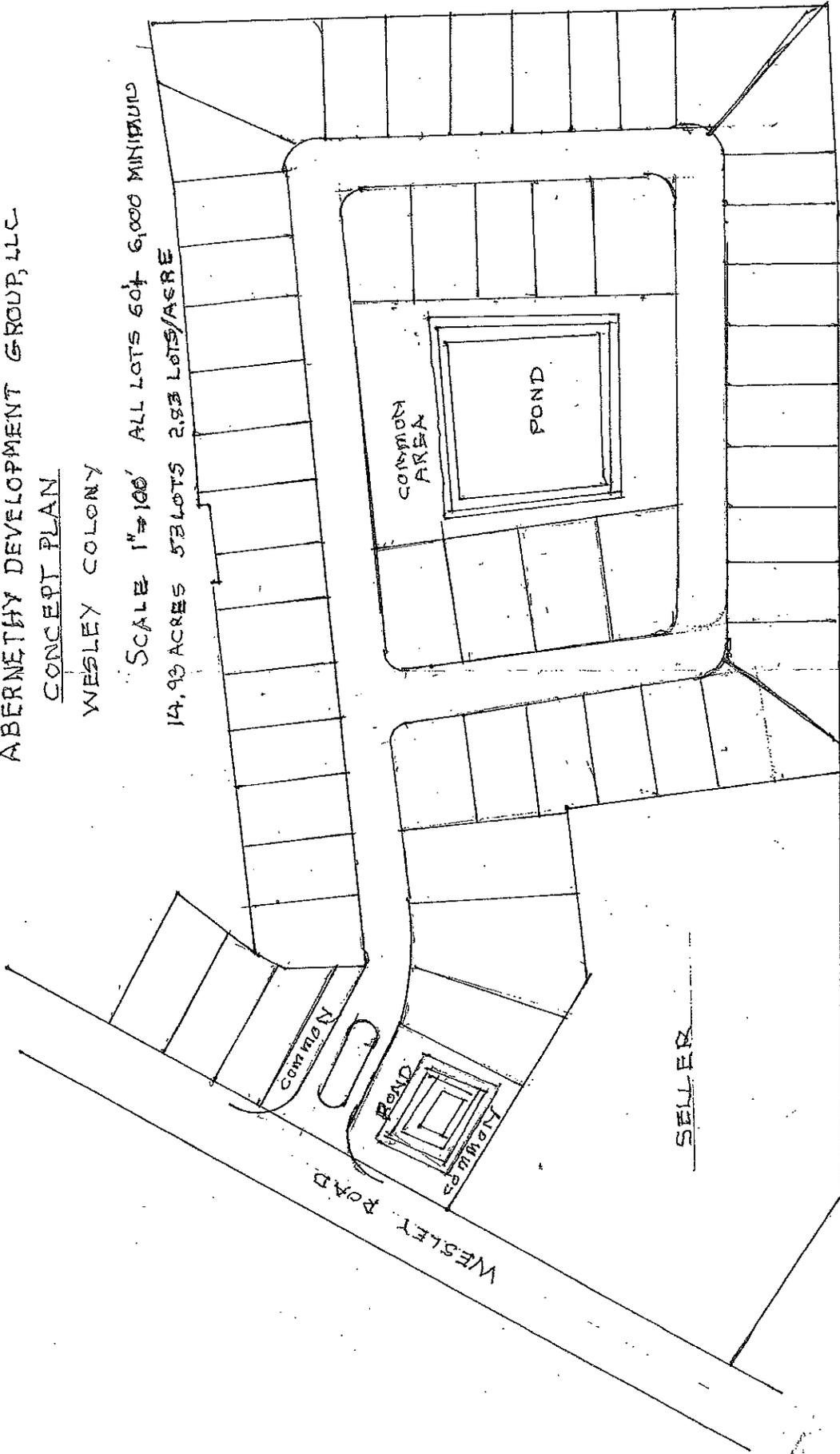
ABERNETHY DEVELOPMENT GROUP, LLC

CONCEPT PLAN

WESLEY COLONY

SCALE 1"=100' ALL LOTS 60' 6.000 MINIMUMS

14.93 ACRES 53 LOTS 2.53 LOTS/ACRE



TAX MAP NOS 41-021-003-02-00
41-021-003-00-00

**Georgetown County Planning Commission
129 Screven Street
Georgetown, SC 29440
October 20, 2016
County Council Chambers**

MEMBERS PRESENT

Johnny Weaver
Lee Shoulette
Freddie Hill
Elizabeth Krauss
Zach Grate
Everett Carolina

OTHERS PRESENT

Judy Blankenship
Boyd Johnson
Cynthia Sargent
Holly Richardson
Joanne Ochal

MEMBER ABSENT

Norma Grant

I. PUBLIC INPUT PERIOD

No one came forward to speak.

II. DEFERRALS AND WITHDRAWALS

- A. A request from Drew Swinnie to withdraw the rezoning request on Ibis Avenue. TMS# 01-0447-038-01-00. Case number REZ 5-16-16186.**

Mr. Shoulette made a motion to approve the applicant's request to withdraw. The motion was seconded by Mr. Hill.

In Favor: Mr. Hill
Ms. Krauss
Mr. Grate

Mr. Weaver
Mr. Shoulette
Mr. Carolina

III. REZONING

- A. A request from Anthony and Rhonda Smith to rezone one parcel (approximately 20,000 SF) from General Commercial (GC) to General Residential (GR). The property is located west of 17 Business at its intersection with Pendergrass Avenue in Murrells Inlet. TMS # 41-0125-043-01-01. Case number REZ 8-16-16683.**

Ms. Judy Blankenship presented the staff report. The adjacent properties to the west and across Business 17 to the northeast and southeast are zoned General Residential (GR). Properties to the south and north along the west side of Business 17 are zoned General Commercial (GC).

If approved the property shall comply with all zoning regulations that pertain to the GR zoning district thus would allow the applicant to build a single family dwelling with less strict setback regulations

Staff recommended approval of the request.

The Chairperson opened the public hearing.

Rhonda Smith is the owner of the property. She stated that most of the surrounding properties are residential with the exception of the boat storage facility.

The Chairperson closed the public hearing.

Mr. Weaver made a motion to approve staff's recommendation. The motion was seconded by Mr. Hill.

In Favor: Mr. Hill
Ms. Krauss
Mr. Grate

Mr. Weaver
Mr. Shoulette
Mr. Carolina

B. A request from Jamie McLain as agent for Kevin O'Connell to rezone three parcels totaling approximately .83 acres from General Commercial (GC) to Resort Residential (RR). The property is located west of 17 Business at its intersection with Wilcox Avenue in Murrell Inlet. TMS #41-0109-048-00-00, 41-0109-049-00-00 and 41-010-050-00-00. Case number REZ 9-16-16787.

Ms. Judy Blankenship presented the staff report. The site is bordered by Highway 17 Business to the east, Wilcox Avenue to the south and Flagg Street to the west. All three roads are state maintained right of ways; however the section of Flagg Street adjacent to the site is only a 15' public right of way.

The applicant is proposing to combine the three tracts and reconfigure the lots to form five new lots. The new lots will need to adhere to the setback of the Resort Residential District, which are: 5,000 sf minimum lot size, 50' minimum lot width at the building line, 20' front yard setback, 10' side yard setback, 15' rear yard setback and 13.2 corner yard setback.

Based on the adjacent Resort Residential (RR) district and the site's proximity to residential areas, staff recommended rezoning these three parcels from General Commercial (GC) to Resort Residential (RR). Resort Residential (RR) zoning should serve as a transition between the existing commercial and high density residential areas.

Mr. Johnson stated that the impacts of five residential parcels would have less of an impact on the surrounding residential areas than some of the possible uses in the GC Zoning District.

The Chairperson opened the public hearing.

Dale Grinolds is the manager at Marina Colony, and they are in support of the rezoning.

The Chairperson closed the public hearing.

Mr. Weaver made a motion to approve staffs' recommendation. The motion was seconded by Mr. Shoulette

In Favor: Mr. Hill
Ms. Krauss
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IV. TEXT CHANGE

A. An amendment to the Zoning Ordinance to regulate aeronautical uses including helicopter tour businesses in Georgetown County.

Mr. Boyd Johnson presented the staff report. Negative issues have developed in neighboring counties from commercial helicopter operations, particularly tours. Low flying helicopters create excessive noise that can affect residences, businesses and schools. Additionally, property values can be harmed due to continuous helicopter operations.

Not all commercial helicopter operations are tourist related but may also be light industrial in scope.

Since the previous PC meeting, staff changed airports allowed in the Forest and Agriculture (FA) district from a permitted use to a conditional use. The condition is that any such use be located no closer than 500 feet from any dwelling, church, hospital or park.

Staff recommended that the attached ordinance be sent to County Council to be adopted.

The Chairperson opened the public hearing.

The Chairperson closed the public hearing.

Mr. Weaver wanted to know the zoning districts the helicopters would be allowed in.

Mr. Johnson stated that such businesses would only be allowed in FA, HI, and LI.

Mr. Grate wanted to know if these uses would only be allowed in the western portion of the county.

Mr. Johnson stated that they would be allowed anywhere where there is FA, HI, or LI zoning, even on the Waccamaw Neck.

Mr. Johnson suggested increasing the distance from a residential parcel to 2000 square feet and only allowing helicopter businesses related to crop dusting and timbering in FA.

Mr. Shoulette made a motion to approve staff's recommendation with the discussed changes. The motion was seconded by Mr. Hill.

In Favor: Mr. Hill
Ms. Krauss
Mr. Carolina

Mr. Weaver
Mr. Shoulette

Opposed: Mr. Grate

V. OTHER BUSINESS

A. ATTENDANCE REPORT

Mr. Weaver made a motion to approve the attendance report. The motion was seconded by Mr. Shoulette

In Favor: Mr. Hill
Ms. Krauss
Mr. Carolina

Mr. Weaver
Mr. Shoulette
Mr. Grate

VI. MINUTES – SEPTEMBER 2016

Mr. Shoulette made a motion to approve the minutes. The motion was seconded by Mr. Weaver

In Favor: Mr. Hill
Ms. Krauss
Mr. Carolina

Mr. Weaver
Mr. Shoulette
Mr. Grate

VII. STATUS REPORT

The status report was approved as submitted.

VIII. LETTER OF CREDIT REPORT

The letter of credit was approved as submitted.

IX. ADJOURNMENT

Mr. Hill made a motion to adjourn and it was seconded by Mr. Weaver. All were in favor.

Respectfully

Cynthia Sargent
Secretary to Planning Commission

GEORGETOWN COUNTY PLANNING COMMISSION

DATE: November 17, 2016

AGENDA ITEM: Status Report on Plats and Subdivisions.

PLATS AND SUBDIVISIONS:

<u>Date Received</u>	<u>Plat Title</u>	<u>Description</u>	<u>TMS</u>	<u>Area of County</u>	<u>Plat Stamp</u>	<u>Approval Date</u>
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9/28/16	Reed Barker	Plat .40	04-0145-001-01-05	Pawleys	9/20/2016	10/4/2016
7/18/16	Lisa Jackson	Plat .30	41-0112-057-00-00	Murrells Inlet	7/15/2016	7/29/2016
9/26/16	Smithfield Rental	Plat .69	01-0417-002-03-00	Georgetown	9/16/2016	9/30/2016
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October 25, 2016

CONSENT AGENDA

Ordinance No. 2016-30 - An Ordinance to amend the list of uses for the County-owned building in the Litchfield Exchange Planned Development.

PUBLIC HEARINGS

Ordinance No. 2016-31 - An Ordinance to redesignate 4.57 acres of a tract located on both sides of Holmes Drive in Lanes Creek

on the Future Land Use map from Low Density Residential to Medium Density Residential.

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Mr. Weaver
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VI. MINUTES – SEPTEMBER 2016

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GEORGETOWN COUNTY PLANNING COMMISSION

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PUBLIC HEARINGS

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NOVEMBER 2016 GEORGETOWN COUNTY PLANNING DEPARTMENT LETTER OF CREDIT

NAME	NUMBER	AMOUNT	ISSUED	EXPIRATION	STATUS	DATE	NEW AMOUNT OR EXPIRATION DATE
John Deer Landscaping	1011	\$4,707.52	12/9/2013		Cash Bond		
Inlet Cove	5168404	\$375.00	11/21/2014		Cash Bond	9/12/2016	Released
Inlet Cove	5151240	\$1,500.00	11/21/2014		Cash Bond	9/12/2016	Released
Pawleys Island Plaza	151766234	\$20,000	1/14/2015		Cash Bond	9/26/2016	Released
Marshland Park	5144258	\$49,217.25	6/10/2015		Cash Bond	8/31/2016	Released
The Colony	9583802062 and 1741013071	\$65,523.13 and \$68,636.25	1/22/2016		Cash Bond		
Reserve Club Villas	9522136929 00004	\$285,488.13	7/22/2016	7/22/2017	LOC		