
1 **2018-56 (1ST READING): AN ORDINANCE TO REZONE PROPERTY LOCATED AT**
2 **3842 ROBERT GRISSOM PKWY (PIN # 420-14-04-0009) FROM MU-M (MIXED USE**
3 **MEDIUM DENSITY) TO MP (MEDICAL PROFESSIONAL)**

4 **Applicant/Purpose:** Sean Hoelscher/DDC Engineers (agents for First Reliance Bank) / to rezone
5 property from MU-M (Mixed Use - Medium Density) to MP (Medical Professional).
6

7 **Brief:**

- 8 • Applicant owns property at 3842 Grissom Parkway, currently vacant & zoned MU-M.
- 9 • Applicant is interested in building a structure w/parking similar to neighboring
10 properties zoned MP.
- 11 • MU-M zoning requires buildings to greet the street & place parking on the side & rear.
- 12 • Ordinance 2017-19 rezoned several adjacent parcels from MU-M to MP. This parcel was
13 not covered by that rezoning.
- 14 • 8/21/18: Planning Commission: recommends approval as requested (8-0).
15

16 **Issues:**

- 17 • Prior to the 2014 zoning rewrite, the area along Grissom Parkway & Mayfair St was split
18 between AC-1 (office/professional) & AC-2 (mixed use) zoning (AC-1 & AC-2 had the
19 same setbacks).
- 20 • In the 2014 zoning rewrite, AC-1 was incorporated into MP (Medical Professional),
21 catering to office buildings. Setbacks were similar to the old AC-1 zoning district.
- 22 • In the 2014 zoning rewrite, AC-2 was converted to MU-M.
 - 23 ▪ The purpose of MU-M is to provide for a walkable neighborhood design &
24 encourage a mix of residential w/ commercial uses.
 - 25 ▪ Buildings are required to greet the street & have parking areas behind the
26 buildings & to the side.
- 27 • Applicant's parcel is surrounded on 3 sides by MP zoning.
28

29 **Public Notification:** 1 sign posted. 11 letters mailed. Legal ad ran.
30

31 **Alternatives:**

- 32 • Modify the request.
- 33 • Deny the proposed ordinance.
34

35 **Financial Impact:**

- 36 • The City will experience an increase in property taxes & building permit fees (during
37 construction).
- 38 • Banks do no pay business licenses in South Carolina.
39

40 **Manager's Recommendation:** I recommend 1st reading.
41

42 **Attachment(s):** Proposed ordinance, staff report, Comp Plan citations, zoning comparison
43 table.

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ORDINANCE 2018-56

**CITY OF MYRTLE BEACH
COUNTY OF HORRY
STATE OF SOUTH CAROLINA**

**AN ORDINANCE TO REZONE PROPERTY
LOCATED AT 3842 ROBERT GRISSOM PKWY
(PIN # 420-14-04-0009) FROM MU-M (MIXED
USE MEDIUM DENSITY) TO MP (MEDICAL
PROFESSIONAL)**

**PIN 42014040009
TMS 1730806001**

IT IS HEREBY ORDAINED that the official zoning map of the City of Myrtle Beach is amended by rezoning approximately 1.77 acres, being Horry County PIN # **42014040009** (as shown on "Exhibit A" attached hereto) from zone MU-M (Mixed Use Medium Density) to MP (Medical Professional).

This ordinance shall become effective upon adoption.

BRENDA BETHUNE, MAYOR

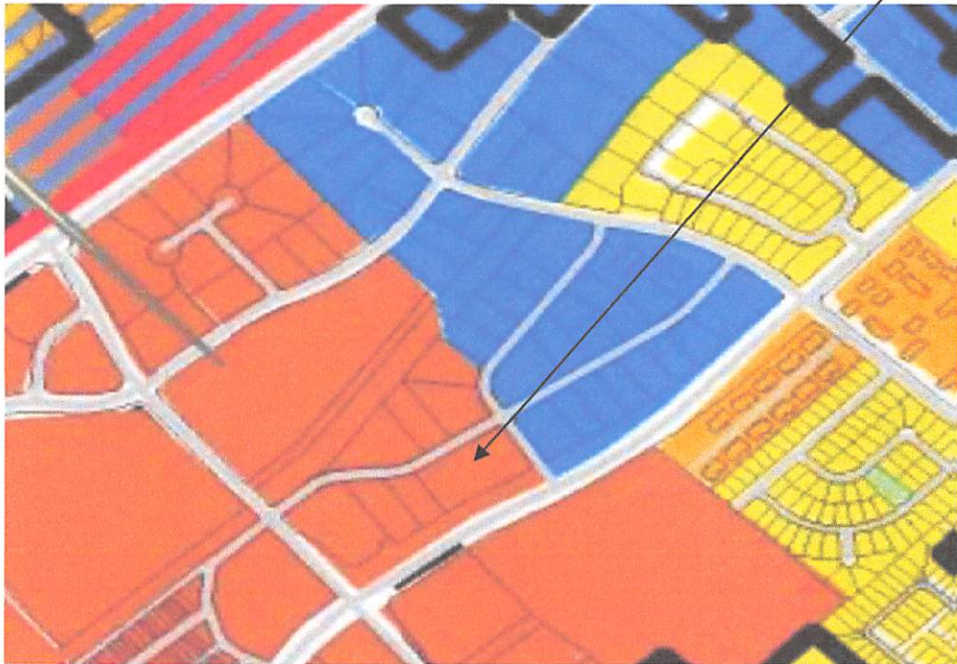
ATTEST:

JENNIFER STANFORD, ACTING CITY CLERK

**1st Reading:
2nd Reading:**

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APPLICANT	First Reliant Bank, owner DDC Engineers, agent
REQUESTED ACTION	To rezone property located on Robert Grissom Pkwy from MU-M (Mixed Use Medium Density) to MP (Medical Professional).
REASON FOR REQUEST	To construct a bank with setbacks that match surrounding properties
SITE LOCATION	3842 Robert Grissom Pkwy
SIZE	1.77 acre
EXISTING LAND USE	Vacant
COMPREHENSIVE PLAN	Future Land Use: Multi-Use Redevelopment



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SUITABILITY	Water & Sewer is available to serve the property. Abuts a public street Robert Grissom Pkwy Parcel size meets minimum requirements for MUM Easements: utility easements
ZONING HISTORY	Part of the Grande Dunes/Burroughs & Chapin annexation completed December 28, 1999. Zoned AC-2. Zoning changed during the 2014 zoning rewrite to MU-M.

1 PUBLIC NOTICE LEGAL AD RAN Yes
 2 SIGNS POSTED Yes
 3 LETTERS SENT 11
 4

5 SURROUNDING ZONING

NW	Vacant MP	Mayfair St MP	Vacant MP
	Vacant MP	Subject Property MU-M	London St MP
SW	Robert Grissom Pkwy MU-M	RMG Pkwy/1 st Presbyterian MU-M	Vacant MU-M SE

6
 7 ALTERNATIVES TO APPROVAL Recommend alternative zone
 8 Recommend denial.
 9

10 FINANCIAL ANALYSIS: No direct impact. Proposed use is allowed in both zones.
 11
 12
 13

14 STAFF COMMENTS

15
 16 Construction Services, DPW, Police, Fire, C&L Services, Addressing: No concerns.
 17

18 Planning Staff: See analysis and summary. Changes made during the 2017 actions
 19 have surrounded this property with MP-zoned lots. Converting the property to MP will
 20 allow the development to progress with similar setbacks and parking lot placements as
 21 other properties in this business park. As in the 2017 rezoning, however, the use of MP
 22 in the area is in conflict with the comprehensive plan recommendations for multi-use
 23 redevelopment.
 24

25 ANALYSIS

26
 27 Section 403 of the Zoning Ordinance lists the following factors, which should be part of the
 28 information considered when evaluating requests to change the Zoning Ordinance Text or Map.
 29

30 Section 403.A. Whether or not the requested zoning change is [1] consistent with the
 31 Comprehensive Plan or [2] is justified by an error in the original ordinance.

- 32 • [1] No. The Comprehensive Plan Future Land Use Plan shows the property as “multi-use redevelopment” land. The zoning in place is a mixed use zone, which meets the intent of the Comprehensive Plan. MP does not have the site plan flexibility available in the MU-M.
- 33
- 34
- 35
- 36 • [2] No. There are no known errors with regard to this application.
 37

38 Section 403.B. – The precedents, and the possible effects of such precedents, which
 39 might result from approval or denial of the petition.
 40

- 41 • Property on Houndsfield (across the ditch from the subject property) applied for public housing vouchers in 2017. The city is not seeking to affect the
 42

1 ability this property has for redevelopment into affordable housing, more of
2 which is needed for the city's low-to-moderate income (LMI) residents.

3
4 **Section 403.C.** – The capability of the city or other government agencies to provide any
5 services, facilities or programs that might be required if the petition were approved.

- 6 • **Water** is available to serve this site.
- 7 • **Sewer** is available to serve this site.
- 8 • **Street** frontage exists along Grissom Pkwy.
- 9 • **Sidewalks** exist along Grissom Pkwy.

10
11 **Section 403.D.** Effect of approval of the petition on the condition or value of property in
12 the city.

- 13 • Effect on subject property: increase in income potential.
- 14 • Effect on surrounding property: allowing this property to convert from mixed use
15 to medical/professional could result in an extension of office uses into this
16 neighborhood, having the effect of strengthening this neighborhood's office
17 population.

18
19 **Section 403.E.** Effect of approval of the petition on adopted development plans and
20 policies of the City.

- 21
22 • **Deed Restrictions:** State law requires staff to ask if there are deed restrictions
23 that would prohibit a planning action from going forward. Absent information
24 from the applicant, anyone with an interest in the action can bring forth the
25 information.
 - 26 ○ The applicant provided deed restrictions, and a copy is attached to this
27 report. The deed restrictions include setback measurements ("Exhibit A",
28 item #2) that do not match either MU-M or MP zoning, but are closer to
29 MP zoning than the current MU-M.
- 30 • **Comprehensive Plan:** Petition could be interpreted as either somewhat
31 compatible or incompatible with comprehensive plan.

32 33 34 **Relevant Comprehensive Plan Citations**

35 36 **Neighborhoods Element**

- 37
38 • Continue to enhance neighborhoods by appropriate expansion and
39 intensification.
 - 40 *Action: The Planning Commission, with assistance from Planning and*
41 *other appropriate City Departments including the Zoning Administrator,*
42 *works with neighborhood organizations, property owners, and developers*
43 *to review regulations. The Planning Commission recommends the plans*
44 *to City Council for adoption.*
45 *Time frame: Immediate.*
46 *Potential funding source: No funding needed.*

1 **Land Use Element**

- 2
- 3 • Ensure new non-residential development is compatible adjacent to or near
- 4 neighborhoods.
- 5 *Action: The Planning Commission, with assistance from Planning and*
- 6 *other appropriate departments and the Zoning Administrator, works with*
- 7 *neighborhood organizations to develop plans. The Planning Commission*
- 8 *recommends the plans to City Council for adoption.*
- 9 *Time frame: Short term.*
- 10 *Potential funding source: No funding needed.*
- 11
- 12 • Encourage infill development within residential neighborhoods that is compatible
- 13 relative to density and unity type using design guidelines that address density,
- 14 massing, architecture, building materials, building setbacks, and screening.
- 15 *Action: The Planning Commission, with assistance from the Planning and*
- 16 *other appropriate departments and the zoning administrator, works with*
- 17 *neighborhood organizations to develop plans. The Planning Commission*
- 18 *recommends the plans to City Council for adoption.*
- 19 *Time frame: Short term.*
- 20 *Potential funding source: No funding needed.*
- 21
- 22 • Foster distinctive, attractive communities with a strong sense of place which
- 23 reflects the values and the cultures of the people who reside there, and fosters
- 24 the type of physical environments which support a more cohesive community
- 25 fabric.
- 26 *Action: The City plans for fostering distinctive, attractive communities with*
- 27 *a strong sense of place.*
- 28 *Time frame: Immediate and ongoing.*
- 29 *Potential funding source: No funding needed.*
- 30

31 **Other Policies**

32 **City Manager’s Strategic Objectives Citations – Economic Development:**

33

34 **Strategy 1: Define an Economic Development Vision & Define Strategies to Achieve that**

35 **Vision.**

- 36
- 37 • Proposed Vision – to foster an environment in which economic activity can be
- 38 expanded so that all our citizens have an opportunity to enjoy what the
- 39 community has to offer.
- 40 • Focus Sectors:
- 41 ○ Infill retail development.
- 42 ○ New technology & communications.
- 43 ○ Medical services.
- 44
- 45



1 inch = 150 feet

First Reliance Bank Rezoning Proposal

300 Feet

0 150

Property Proposed for Rezoning from
MU-M (Mixed Use) to MP (Medical/Professional)

1407.C.

P-permitted use C-conditional use S-special exception Blank Cell-use type not allowed			
Use Category and Type			Additional Regulations
	MU/M	MP	
Residential Uses			
Cabana			1501.Z
Horse farms			1501.DD
Licensed group residential (caregiving)	P	P	
Rooming or Boarding House	P		
Manufactured homes for single-family permanent residence			1501.N
Manufactured homes, multifamily (more than 1 unit per lot)			1501.O
Permanent residence, single-family dwellings	P	P	1501.JJ
Permanent residence, two-family dwellings	P	P	1501.JJ
Permanent residence, multi-family dwellings	P	P	1503.A
Residential care facilities of nine or less persons with mental or physical handicaps	P	P	
Travel trailers or recreational vehicles			1308 1501.BB
Commercial and Office Uses			
Accounting office	P	P	1503.A
Adult day care	C	C	1501.A
Advertising agency	P	P	1503.A
Administrative service establishments of a business character which supply general needs of an intangible nature to the public including establishments performing management duties in the conduct of government, business, utilities, or industry	P	P	1503.A
Advisory service establishments engaged in providing monetary and specialized professional knowledge to the community, including offices of paralegals, lobbyists, and designers.	P	P	1503.A
Airport, freight			

P-permitted use C-conditional use S-special exception Blank Cell-use type not allowed			
Use Category and Type			Additional Regulations
	MU-M	MP	
Airport, passenger			
Amusements, open or unenclosed over 80' in height.			1501.B 1603.C.(B) 1603.C.(V)
Amusements, open or unenclosed under 80' in height.			
Aquariums			
Architects office	P	P	1503.A
Arts and crafts studio	P		
Assembly of electronic instruments and devices such as computer hardware and software, audio and video equipment, business machines, and small appliances.			
Assisted living facilities	C	C	1501.EE
Auction houses			
Automated teller machines, free standing	P	P	
Automobile rental			
Bakeries, retail	P		
Bakeries, wholesale			
Banks	P	P	1503.A
Bar	P		
Barbershops, beauty salons, and cosmetologists	P		1503.A
Bed & breakfast establishments			1503.A
Bingo parlors			
Blueprinting services	P		
Boating (non-motorized) and water-related activities	P		
Body piercing establishment			1501.C
Booksellers / book stores	P		
Bowling alleys	P		
Broadcast studios, radio and television			
Brokers	P	P	1503.A
Business consultants, offices of	P	P	1503.A
Cabins			1501.BB
Campgrounds/mobile visitor accommodations			1501.BB
Car wash			
Cemetery			1502.E

P-permitted use C-conditional use S-special exception Blank Cell-use type not allowed			
Use Category and Type			Additional Regulations
	MU-M	MP	
Chambers of commerce	P	P	
Child care center for 13 or more children (CCC)	C	P	1501.D 1503.A
Child care home, family, for up to 6 children (FCCH)	C	P	1501.D
Child care home, group, for 7-12 children (GCCH)	C	P	1501.D
Chiropractic care establishments	P	P	1503.A
Clothing stores	P		
Comedy Clubs	P		
Commercial center	P		
Commercial group residential	S	S	1501.E
Communication establishments carrying or conveying written, oral or visual information to the general public			1503.A
Confectionaries	P		
Congregate housing, older adult	C	C	1501.F
Construction establishments			
Construction vehicle and heavy machinery sales, repair, leasing maintenance, and storage			
Continuing care retirement community	C		1501.F
Convention services	P		
Copy shops and business service centers	P		
Cosmetology establishments	P	P	
Credit office	P	P	
Crematorium			1502.F
Customer service/reception centers for interval ownership operations			1501.G
Dance Halls	P		
Drapery shops, custom	P		
Dressmaker	P		
Dry cleaning establishments	C		1501.H
Engineering office	P	P	1503.A
Eyeglass sales	P	P	
Facilities for active recreation not otherwise listed	P		1501.I
Facilities for passive recreation	P	P	1501.I

P-permitted use C-conditional use S-special exception Blank Cell-use type not allowed			
Use Category and Type			Additional Regulations
	MU-M	MP	
Farm stands	C		1501.NN
Financial office	P	P	1503.A
Florists and flower shops	P		
Forests and botanical gardens (research)			
Funeral homes	P		
Galleries	P		
Game arcades			1501.J 1503.A
Gasoline station			1501.Y
Genetic research institutions			
Gift shops	P		
Go carts, electric, indoor or outdoor			
Golf courses	P		1501.I
Golf courses, miniature	C		1501.K
Golf driving ranges			
Grocery and food stores	P		
Hardware stores	P		
Health care establishments engaged in the science and art of preventing, curing, recovering from, or alleviating injury or disease, and associated offices, including medical, surgical, psychiatric, osteopathic, and dental, including medical, surgical, psychiatric, osteopathic, and dental, but not primarily for recovery from substance abuse	P	P	1503.A
Health clubs, gymnasiums, exercise and workout areas	P		
Heavy durable goods sales			1501.KK
Heavy machinery sales, repair, leasing, maintenance or storage sales			
Home decorating accessory shops sales	P		
Home occupations	C		1501.L
Horse carriage terminals and stables			
Horticultural nursery			
Hospital		P	

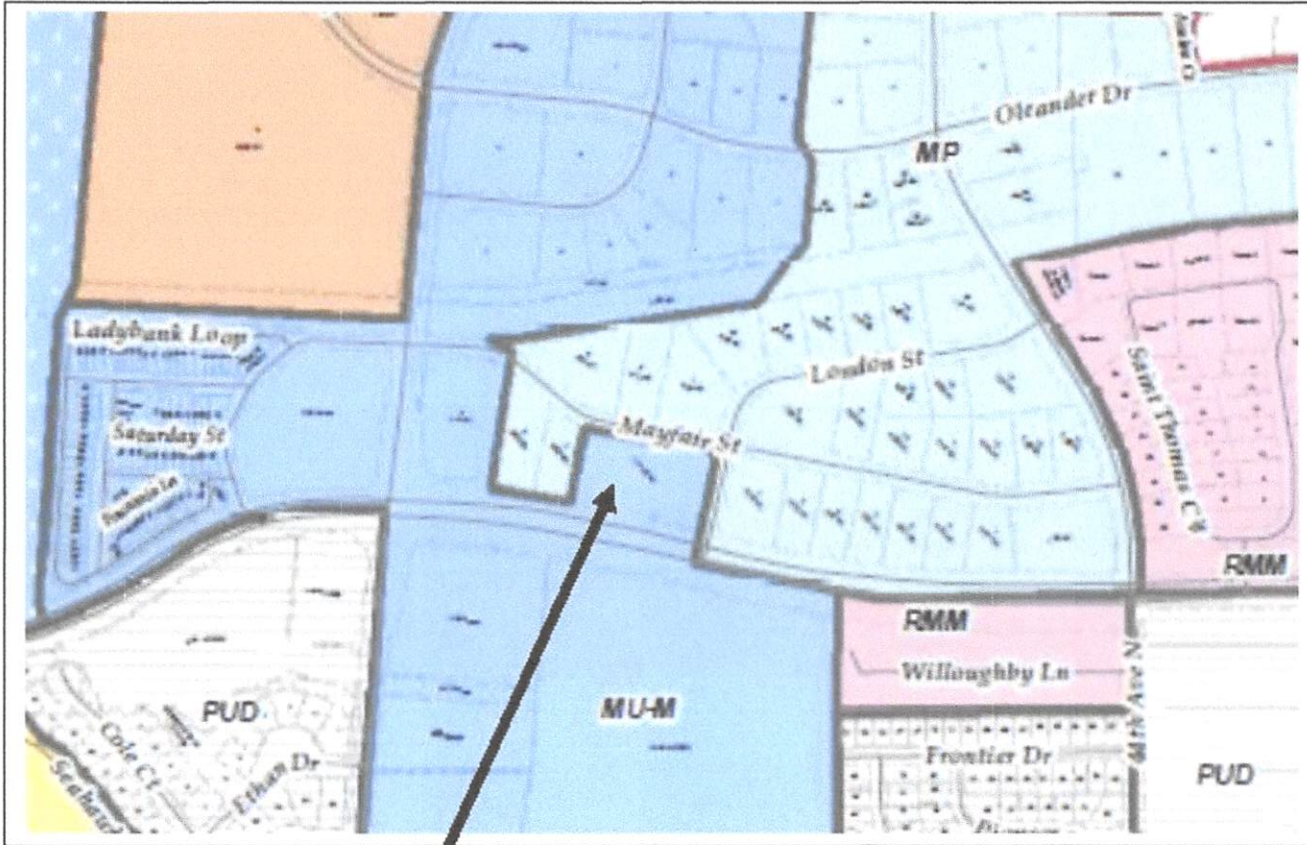
P-permitted use C-conditional use S-special exception Blank Cell-use type not allowed			
Use Category and Type			Additional Regulations
	MU-M	MP	
Independent living, older adult	C	C	1501.E
Industrial service establishments sales that supply other businesses, industries or individuals			
Jewelry sales and repair	P		
Kennels and animal boarding facilities, indoor			
Kennels and animal boarding facilities, outdoor			
Laboratory (analytical, experimental testing, research and development)			
Laundromats and service	P		1503.A
Laundry and linen supply service			
Law office	P	P	1503.A
Liquor package stores	P		
Mailing/addressing services	P		
Manufacturing, processing, packaging, and distribution of measuring, analyzing and controlling instruments; medical and optical instruments, photographic equipment (excluding film and chemicals); ceramic instruments and components; magnetic media; and small electronic components.			
Manufacturing, processing, assembling, packaging and distribution establishments sales			
Marinas	C		1501.AA
Massage establishment, therapeutic	C	C	1501.X
Mausoleums and memorial gardens			1502.E
Metal/cabinet shops			
Moped rental and sales establishment			1501.FF
Motor vehicle detailing			
Motor vehicle paint or body shop			
Motor vehicle parts store			

P-permitted use C-conditional use S-special exception Blank Cell-use type not allowed			
Use Category and Type			Additional Regulations
	MU-M	MP	
Motor vehicle repair and maintenance			1501.P
Motor vehicle sales			
Motor vehicle rental and leasing			
Museums	P		
Music sales	P		
News and magazine stands	P		
Newspaper offices and plants			
Nightclubs			
Nursing home facilities	C	P	1501.F
Outdoor display and merchandise area	C		1501.R
Outdoor vending and concession stands			1501.M
Outpatient clinic treating substance abuse			1501.MM
Parking facilities	P	P	1503.A
Parking lots, accessory			1501.LL
Parolee-probationer home		S	1503.G
Pharmacies	P		
Photography developing establishments	P		
Photography studios	P	P	
Pool halls/billiard parlors	P		
Professional organizations, offices of	P	P	1503.A
Prosthetic facilities	P	P	
Radio or television station and related transmitting tower			
Real estate offices	P	P	1503.A
Religious establishments providing for religious service and development	P		1503.A 1503.D
Restaurant, with drive-through service			1503.A
Restaurant, without drive-through service	P		1501.HH 1503.A
Restaurant with outdoor dining	C		1501.Q
Retail, big box			
Retail establishments providing convenience items and services	P		1503.A
Rock climbing walls			

P-permitted use C-conditional use S-special exception Blank Cell-use type not allowed			
Use Category and Type			Additional Regulations
	MU-M	MP	
Rooftop gardens	P	P	
Ropes course	P		
Schools, elementary and secondary, including school stadiums	P		1501.S
Schools, colleges or universities	P	P	
Schools, trade or vocational	P		
Schools, artistic training	P		
Schools, athletic training	P		
Service establishments of a business character providing maintenance, installation, and repair for specialized service needs to individuals or other businesses, including sales and service operations, and stenographic and letter writing services	P		
Shoe repair	P		
Skating rinks and parks, indoor			
Skating rinks and parks, outdoor			
Small engine repair			
Social welfare organizations	P	P	1503.A
Sport facilities not otherwise listed	P		
Storage tanks for liquid substances, above ground			1503.E
Storage yards, vehicles			1501.CC
Storage yards not otherwise listed			1501.CC
Studios (art, dance, or music)	P		
Studios (martial arts, athletic)	P		
Swimming pools, indoor or outdoor	P		1501.I
Tattoo parlor			1501.C
Tavern	P		
Taxi business			
Telephone switching facilities			
Tennis facilities, indoor or outdoor	P		1501.I
Theater, indoor	P		
Theater, outdoor	P		
Tire sales and service			

P-permitted use C-conditional use S-special exception Blank Cell-use type not allowed			
Use Category and Type			Additional Regulations
	MU-M	MP	
Transmission or distribution lines for petroleum, gasoline, natural gas or liquefied petroleum gas			
Transmitting towers other than cell towers			
Transportation terminals and establishments providing for the interchange of passengers	C	P	1501.W
Transportation terminals and establishments providing for the interchange of freight			
Travel agencies	P	P	
Truck terminals			
Unlicensed group residential (caregiving)	S	S	1501.E
Veterinary offices, clinics, and hospitals		C	1501.GG
Video and other media productions			
Visitor accommodations not otherwise listed			1503.A
Visitor information reception center			
Warehouse storage			
Welding shops			
Wholesale business establishments for selling bulk goods or commodities, but not toxic chemicals			
Wholesale business establishments for selling bulk gasoline, kerosene or any other fuel oil			
Wholesale business establishments for selling bulk bottled gas			
Public Services			
Administrative offices of federal, state and local governments	P	P	
Buildings and uses of utilities holding a franchise from the city	S	P	
Correctional facilities			1503.F
Library, public	P		

P-permitted use C-conditional use S-special exception Blank Cell-use type not allowed			
Use Category and Type			Additional Regulations
	MU-M	MP	
Parks, recreation areas, recreation facilities or recreation buildings owned by the City of Myrtle Beach	P	P	
Post office	P		
Public parking	P	P	
Public regional stormwater facilities	P	P	
Public safety stations including fire, police and rescue services	P	P	
Public utilities installations and substations	P	P	
Public works facility/public utilities	P	P	
Social welfare offices	P	P	
Water tanks, public	S	S	



Z18-05 First Reliance Bank

Approximately 1.77 acres at 3842 Robert Grissom Parkway

424882

ntw/cse

FILED
HORRY COUNTY, S.C.
2003 DEC 16 PM 3:35

STATE 1484⁶⁰ COUNTY 628¹⁰
EXEMPT YES **(NO)**
ASSESSOR _____

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

DEED

KNOW ALL MEN BY THESE PRESENTS, That MYRTLE BEACH FARMS COMPANY, INC., a South Carolina corporation (hereinafter called "Grantor"), for and in consideration of the sum of FIVE HUNDRED SEVENTY ONE THOUSAND and 00/100 Dollars (\$571,000.00), in hand paid to Grantor (the receipt of which Grantor acknowledges) by WILD RICE, LLC (hereinafter called "Grantee"), has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release (subject to the reservations hereinafter set forth) unto the Grantee, its successors and assigns, or his, her and their heirs and assigns (as the case may be), forever, the below described property, to-wit:

ALL AND SINGULAR, That certain piece, parcel or lot of land situate, lying and being in Dogwood Neck Township, Horry County, South Carolina, being described as LOTS 1, 2, AND 3, PHASE 2, as shown on that certain Plat known as "44TH BUSINESS PARK - PHASE 1 & PHASE 2, PREPARED FOR MYRTLE BEACH FARMS COMPANY, INC., CITY OF MYRTLE BEACH, HORRY COUNTY, SOUTH CAROLINA, FINAL PLAT - SHEET NO. 1 AND SHEET NO. 2" prepared for Myrtle Beach Farms Company, Inc. by Henry A. Shumpert, PLS, of American Engineering Consultants, Inc., dated February, 2003, revised April 24, 2003, September 4, 2003, October 10, 2003, October 30, 2003, and November 20, 2003 and recorded December 4, 2003 in Plat Book 193 at Page 191 in the Office of the Register of Deeds for Horry County, referenced to said plat is craved as forming a part of these presents.

THIS lot is a portion of the land conveyed to Myrtle Beach Farms Company by J. O. Norton, Master for Horry County, by his deed dated May 4, 1933 and recorded May 4, 1933 in Deed Book U-5 at Page 532, R.M.C. for Horry County. Myrtle Beach Farms Company, Inc. is successor by reason of merger to Myrtle Beach Farms Company pursuant to the Articles of Merger or Share Exchange recorded in the Office of the R.M.C. for Horry County on September 10, 1990, in Deed Book 1419 at Page 720.

HORRY COUNTY ASSESSOR

12/17/03 SEP

TAX MAP # 173-08-06-001, 173-08-06-002, and 173-08-06-003

Grantee's Address:

Map	Blk	Parcel
950	48th	Avenue North, Suite 200
Myrtle Beach, South Carolina 29577		

DEED
2675 1070

10/20

The foregoing property is hereby conveyed subject to that certain Declaration of Restrictions, Covenants and Conditions contained in attached "Exhibit A".

SUBJECT to restrictions and easements of record and easements existing on the ground, including but not limited to that certain 10' utility easement as shown on the above referenced plat.

The foregoing property is presently part of land covered by that certain Multi-Country Business Park Agreement dated December 5, 2000 and recorded on December 6, 2000 in the R.O.D. Office for Horry County in Deed Book 2323 at Page 1037.

The foregoing property will be conveyed subject to that certain Development Agreement dated December 5, 2000 between the City of Myrtle Beach and Burroughs & Chapin Company, Inc., et al, recorded on December 6, 2000 in the R.O.D. Office for Horry County in Deed Book 2323 at Page 933.

The conditions, limitations and restrictions hereinbefore made shall be deemed covenants running with the land, binding on both the Grantor and Grantee, its or their successors and assigns, or his, her or their heirs and assigns (as the case may be).

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantee, its successors and assigns, or his, her and their heirs and assigns (as the case may be) forever.

AND the Grantor does hereby bind itself, themselves, its or their successors and assigns, or his, her, and their heirs, executors or administrators, (as the case may be), to warrant and forever defend all and singular the said premises unto the said Grantee, and its successors and assigns, or his, her and their heirs and assigns, (as the case may be), against itself, themselves, and its or their successors, or his, her and their heirs, (as the case may be), and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

IN WITNESS WHEREOF, the undersigned hand and seal this 15th day of December, 2003.

SIGNED, SEALED AND DELIVERED
In the Presence of

Miles Harper

Debra L. Cassner

MYRTLE BEACH FARMS COMPANY, INC.

By: Tony K. Cox
Tony K. Cox

Its: Vice President

Attest: Franklin J. Long
Franklin J. Long

Its: Corporate Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. Property briefly described as Lots 1, 2, and 3, 44th Business Park, Phase 2, South Carolina, bearing Horry County Tax Map Number 173-08-06-001, 173-08-06-002, and 173-08-06-003, was transferred by Myrtle Beach Farms Company, Inc. to Wild Rice, LLC on December 15, 2003.

The transaction was an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was FIVE HUNDRED SEVENTY ONE THOUSAND and 00/100 Dollars (\$571,000.00).

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as the Grantor(s).

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must to be fined not more than one thousand dollars or imprisoned not more than one year, or both.

MYRTLE BEACH FARMS COMPANY, INC.

By: 

Tony R. Cox

Its: Vice President

Attest: 

Franklin J. Long

Its: Corporate Secretary

SWORN to before me this 15th

day of December, 2003.

 (L.S.)
Notary Public for South Carolina

My Commission Expires: 11/12/06

EXHIBIT "A"

Restrictions 44th Business Park, Phase 2 Lots 1, 2, and 3

1. This property may not be subdivided except with the prior written approval of the grantor herein, its successors or assigns.
2. Plans, specifications and locations of all development to the property including buildings, structures, fences, signs, parking areas and landscaping are subject to the written approval of the grantor herein, its successors, assigns or designated agents. All buildings and structures shall be located within the building restriction lines as shown on the aforementioned map. Building coverage (footprint) square footage shall not exceed twenty-one percent (21%) of the land area. The total building square footage shall not exceed thirty-four percent (34%) of the land area. Setbacks are 30' front except where shown on cul-de-sac, 15' side setbacks on lots with 125' of frontage or less, 25' side setbacks on lots with greater than 125' of frontage, 30' rear setbacks on all lots except lots that border Robert Grissom Parkway which shall have a 50' setback along Robert Grissom Parkway. All buildings constructed on the property shall have a pitched roof design, a roof utilizing architectural shingles/metal and shall be constructed of exterior building materials of not less than seventy (70%) percent brick. No addition or alteration to any building or other structure shall be made to the exterior of such building or structure or the areas surrounding any such building or structure (including landscape design) or any changes to signage without the prior written approval of the Grantor. Refusal or approval of plans, location or specifications, types, size and location of signage may be based by the Grantor upon any grounds, including purely aesthetic considerations. The Grantor shall not be responsible or liable in any way for any defects in any plans approved by Grantor, nor for structural defects in any work done according to such plans approved by the Grantor. Approval of any plans by the Grantor shall not constitute assumption of responsibility for the accuracy, sufficiency or propriety thereof, nor shall such approval constitute a representation or warranty that the plans comply with applicable laws.
3. No trees shall be removed without first obtaining the prior written consent of the grantor herein, its successors, assigns or designated agents. It is the intent of the grantor to require grantee to retain green areas on the property. Provided, however, the Grantee may remove such trees as may be necessary to complete a structure, parking and other improvements for its use of the property.
4. This property is subject to the zoning requirements and ordinances of the City of Myrtle Beach. This property shall only be used for the development and operation of a professional office with related parking.
5. No mobile home or temporary structures shall be allowed on or erected upon this property, except as incidental and necessary to permanent building construction.

6. No noxious or offensive activity shall be carried on upon this property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the area.

7. This property may be subject to utility and/or drainage easements of record which run on, over, under or through this property. These rights are assignable by Myrtle Beach Farms Company, Inc.

8. The Grantee above named agrees that, to the extent that any such drainage easements are located on the property being hereby conveyed, the Grantee of such property, its successors, heirs and assigns, shall be responsible for the maintenance of such drainage easement and the drainage facilities contained therein and Myrtle Beach Farms Company, Inc. shall have no responsibility for the continued maintenance thereof.

9. No exposed or exterior radio or television transmission or receiving antenna shall be erected, placed or maintained on any part of the premises, other than small antenna, including small dish-type antenna, for the transmission or receiving of data for grantee's business use and so long as same is screened from view, both vehicular or pedestrian, from all surrounding or adjoining properties. Additionally, no billboard signage or billboard structure shall be erected on the property by the Grantee.

10. All garbage or trash containers, oil tanks, bottled gas tanks and the like must be underground or placed in properly ventilated walled-in areas so that they shall not be visible from the adjoining properties.

11. This property shall not be used for adult entertainment purposes or as an adult entertainment establishment as defined by the applicable zoning ordinances for the City of Myrtle Beach.

12. No junk yard, no storage of wrecked or damaged vehicles or discarded materials, or the dismantling of same, shall be located on the property hereby conveyed, nor will open storage be permitted on the premises unless same is in an area 100% screened by a wall, solid fence, vegetation, or such other durable and permanent screening installation as will effectively screen such open storage, refuse or like matter from view from any road or any adjoining premises. Such screening shall be approved by the Grantor, its successors, assigns or designated agents, as to design and material.

13. Grantee assumes responsibility for obtaining permits or approval for any septic tank installed on the premises and for attaching to public sewer system when available and acquiring sewer tap to serve subject property, Grantor making no warranty or representation thereabout.

14. No elevation or topography changes shall be permitted on the property, which materially affects drainage on any adjoining property.

15. Grantee assumes the responsibility for determining the nature and type of foundation or supportive structure necessary to ensure the stability of any building constructed upon the

property. Grantor makes no warranties as to the nature of the supportive characteristics of the soils located upon the property.

16. This conveyance is not a part of a general scheme of development, and the Grantor reserves the right to develop its other lands in the area as it deems advisable without the obligation to similarly restrict adjacent or neighboring property. The restrictions herein contained are not to be construed so as to benefit any third parties and may be enforced or modified only by the parties hereto, their heirs, successors or assigns. The provisions of this Paragraph 16 shall not be modified nor create a general scheme of development even though adjacent or neighboring property may be similarly restricted.

17. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of the premises; nor shall oil, natural gas, petroleum, asphaltum, or hydrocarbon products or minerals of any kind be produced or extracted from the premises.

18. All mineral substances presently owned by Grantor are hereby conveyed to Grantee herein, together with the full and exclusive executory rights to lease such substances; SUBJECT, HOWEVER, and there is hereby reserved to Grantor, its successors and assigns, and excepted from this conveyance, the following:

1. An undivided five percent (5%) royalty interest in oil, gas and associated hydrocarbons.

2. An undivided five percent (5%) royalty interest in lead, zinc, copper, coal, lignite, sulfur, phosphate, iron ore, sodium, salt, leucoxene, ilmenite, zircon, monzonite, uranium, thorium, molybdenum, vanadium, titanium and other fissionable materials, gold, silver, bauxite, limestone, geothermal energy and all other mineral substances and ore deposits of any kind or character, whether solid, liquid or gaseous, and without limitation by enumeration of the minerals expressly mentioned above (but not including sand, clay and gravel) produced from said lands. In the event Grantee, its successors and assigns, elects to develop and produce any mineral substances described in this paragraph, there is further hereby reserved to Grantor, its successors and assigns, an undivided five percent (5%) of the proceeds of said development, exclusive of all expenses incurred by Grantee, its successors or assigns in said development.

19. In the event the Grantee, its heirs, successors and/or assigns, desires to sell all or any portion of or any interest in the within described property, then such property shall be first offered for sale to Grantor, its heirs, successors and/or assigns, at the same price and on the same terms at which the highest bona fide offer has been made to the Grantee, its heirs, successors and/or assigns. Grantee, its heirs, successors and/or assigns, shall give written notice via registered mail, return receipt requested, of its desire to sell such property and further advise in said notice of the name and address of the person, firm, corporation or entity making said highest bona fide offer, as well as the amount and terms of said offer. Thereafter, the Grantor, its heirs, successors and/or assigns, shall have a period of fifteen (15) days after receipt of said written notice within which to give notice to the Grantee, its heirs, successors and/or assigns, of its intention to exercise its option to purchase such property at the same price and on the same terms as said highest bona fide offer, and shall have an additional period of not less than twenty (20) days within which to close said transaction. Should the Grantor, its heirs, successors and/or assigns, fail or refuse within said fifteen (15) day period to

notify the Grantee, its heirs, successors and/or assigns, of its intention to exercise its option to purchase such property at the offered price and terms, then the Grantee, its heirs, successors and/or assigns, shall have the right to sell such property to the person, firm, corporation or other entity making said bona fide offer whose identity was revealed to Grantor in said written notice. This Right of First Refusal shall run with the land and be binding upon the Grantee, its heirs, successors and/or assigns and upon all subsequent grantees, their heirs, successors and/or assigns and shall inure to the benefits of the Grantor, its heirs, successors and/or assigns. Furthermore, the failure on the part of the Grantor, its heirs, successors and/or assigns to exercise this right of first refusal with regard to any one or more subsequent conveyances of the within described property shall not affect the validity or enforceability of this Right of First Refusal on all subsequent grantees and all heirs, successors and/or assigns of such subsequent grantees.

20. Grantee and its successors and assigns shall be prohibited from using all or any portion of the Property for Gaming Operations (defined hereinafter). "Gaming Operations" shall mean the use of all or any portion of the Property for the placement, sale, development or operation of businesses (including those which involve wagering, gambling or games of skill or chance) which operate or are required to be operated by license or permit from the State of South Carolina Gaming Commission, the South Carolina Department of Revenue or similar agency pursuant to any law, ordinance or regulation enacted by the State of South Carolina or any agency thereof, or any other state, county, municipal or local government authority.

21. The Property shall not be used for the development, construction, sale, marketing or solicitation of interval ownership or timeshare-type properties, whether such properties are located on the property or elsewhere without the prior written consent of the Grantor.

22. Grantee, its successors and assigns, shall, at its sole cost and expense keep the property (including, without limitation, any buildings, structures, improvements, signage, walkways, parking areas, grounds, drainage, rights of way incident thereto and vacant land) in a safe, first class condition and state of repair and in a neat, clean and attractive condition at all times. Until such time as buildings and other improvements are constructed on the property, Grantee shall maintain the Property as a seeded or landscaped area, shall keep the grass mowed to a height of six (6) inches or less, shall promptly remove all trash and debris and shall generally maintain the property in a safe, first class condition and state of repair and in a neat and clean condition at all times. Following the construction of improvements on the Property, Grantee, its successors and assigns shall maintain or cause to be maintained the Property and all improvements thereon in a first class condition similar to the initial completion of the improvements and shall maintain and repair, at its expense, all improvements thereon which need repair in order to maintain the same in a first class condition. Such maintenance, obligation shall include, without limitation, the following:

- (i) Keeping and maintaining the exterior of all buildings, walkways, roadways and paved parking surfaces in a first class condition;
- (ii) Prompt removal of all litter, trash, refuse and waste;
- (iii) Keeping all exterior lighting in mechanical facilities in working order and in a good clean and sightly condition;

- (iv) Caring for and replanting all landscaped and planted areas so as not to allow dead or unsightly plants to remain within the Property;
- (v) Lawn mowing on a regular basis;
- (vi) Tree and shrub pruning on a regular basis;
- (vii) Watering and keeping well maintained landscape area;
- (viii) Cleaning abutting waterways and landscaped areas lying between public right of way lines and Property;
- (ix) Keeping all directional signs, pavement signs and striping on the Property distinct and legible;
- (x) Maintaining and repairing all underground utility lines or facilities located within the Property;
- (xi) Maintaining all business signage and working order and in a first class condition.

23. Grantee, its successors and assigns, shall store all trash and garbage in adequate containers within the Property, maintain in a clean and neat condition, and located and screened as approved by Grantor so as not to be visible to the public and so as not to create any health, fire hazard into a range for the regular removal of all trash and garbage at Grantee's expense.

24. Grantee shall not burn any papers, trash or garbage or any kind in or about the Property.

25. Grantee, its successors and assigns, shall not install in or about the Property any exterior amplification or similar devices and/or not use, in, or about the Property any advertising medium which may be heard or experienced outside the Property such as flashing lights, search lights, loud speakers, phonographs, or television or radio broadcast.

26. Grantee, its successors and assigns, shall not conduct any sales, promotions or other events in the parking lot areas on the Property or outside the buildings or structures erected on the Property.

27. If any building or other improvement located on the Property is damaged or destroyed by fire or other casualty then Grantee shall have the option to elect within ninety (90) days of that damage or destruction to rebuild, or not to rebuild. Grantee, its successors and assigns, shall provide written notice of its election to Grantor. If Grantee fails to make an election within the ninety (90) day period, Grantee will be deemed to have elected to rebuild. If Grantee elects not to repair or restore the damage, then Grantee shall within forty-five (45) days of such election to demolish the destroyed or damaged building or improvement, clean up any and all rubbish and

debris, level the area, landscape and ground or pave the area and thereafter maintain the Property in a good, clean, safe and presentable condition. Within thirty (30) days after any such fire or other casualty and until the foregoing restoration, landscaping or paving, as the case may be, is completed, Grantee shall (a) screen the damaged or destroyed areas from view with a solid ply board wall not less than eight (8) feet in height and painted a solid color; and (b) not allow debris, dirt or construction materials to accumulate or remain outside the plywood wall. If Grantee defaults under this covenant and condition, Grantor shall have the same rights to perform, or cause to be performed, the obligations of Grantee, its successors and assigns, and claim a mechanic's lien against the Property for the cost of such performance.

28. In the event that any one or more of the above written conditions, covenants, reservations or restrictions shall be declared void, such judgment or decree shall not in any manner whatsoever affect, modify, change or nullify any of the covenants, conditions, reservations and restrictions not so declared to be void, but all the remaining covenants, conditions, reservations and restrictions not so declared to be void shall continue unimpaired and in full force and effect.

29. These limitations, covenants, reservations and restrictions are to run with the land and shall be binding on all parties and persons claiming thereunder.

30. In the event the Grantor, its successors or assigns, is required to place this instrument in the hands of an attorney for enforcement of the covenants and restrictions contained herein, Grantee, his/its, successors, heirs and assigns shall pay Grantor all costs of enforcement including a reasonable attorney's fee.

The terms and conditions of this Declaration shall be enforceable by the Grantor, by actions for a specific performance or injunction in addition to any other remedies available to Grantor at law or in equity.

1082

Z 18-05

AUGUST 2006

REQUEST FOR REZONING APPLICATION
PRINT OR TYPE ALL ANSWERS (EXCEPT SIGNATURE)

Description of Property.

Street address of property to be rezoned (if applicable): 3842 Grissom Parkway Myrtle Beach, SC

Horry County Tax Map (TMS) Number: 42014040009

Current City of Myrtle Beach Zoning Designation: MU-M

Exact size of subject property: Acre(s): _____ Square Footage: 77,303

Zoning Requested.

What type of zoning district is requested? MP

What City Zoning District is requested (if known)? MP

(NOTE: The zoning district requested in this application may not be the zoning district approved for the subject parcel by City Council after consideration and approval of the rezoning request).

Explain why this property should be zoned as requested: The MP zoning designation will provide the bank design opportunities consistent with other similarly developed properties in the MP zoning designation.

Specify proposed land use (i.e. retail store, single-family homes, restaurant, etc.): Bank

SIGNATURE AND CERTIFICATION

The undersigned hereby respectfully request that the City of Myrtle Beach Planning Commission review this request for rezoning application for the above-described property. All of the above statements and information, whether written on this application or attached, are true and correct to the best of my knowledge and belief. Signature(s) of all property owner(s) or authorized agent(s) must be obtained before application can be accepted for processing.

Signature of Property Owner # 1: [Signature] ^{CF0} Date: 7/6/18

Signature of Authorized Agent # 1: [Signature] Date: 7/9/18

Signature of Property Owner # 2: _____ Date: _____

Signature of Authorized Agent # 2: _____ Date: _____

Signature of Property Owner # 3: _____ Date: _____

Signature of Authorized Agent # 3: _____ Date: _____

REQUEST FOR REZONING APPLICATION
PRINT OR TYPE ALL ANSWERS (EXCEPT SIGNATURE)

AUGUST 2006

APPLICANT INFORMATION:

Primary Contact: DDC Engineers, Inc.

Mailing Address: 1298 Professional Dr. Myrtle Beach, SC 29577

Day Phone: (843) 692-3200 Fax: (843) 692-3231

Email: sch@landartcompany.com

Property Owner # 1: First Reliance Bank

Mailing Address: 2170 W. Palmetto St. Florence, SC 29501

Day Phone: _____ Fax: _____

Authorized Agent # 1 (if applicable): DDC Engineers, Inc.

Mailing Address: 1298 Professional Dr. Myrtle Beach, SC 29577

Day Phone: (843) 692-3200 Fax: (843) 692-3231

Property Owner # 2: _____

Mailing Address: _____

Day Phone: _____ Fax: _____

Authorized Agent # 2 (if applicable): _____

Mailing Address: _____

Day Phone: _____ Fax: _____

Property Owner # 3: _____

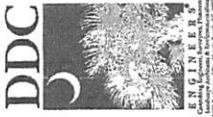
Mailing Address: _____

Day Phone: _____ Fax: _____

Authorized Agent # 3 (if applicable): _____

Mailing Address: _____

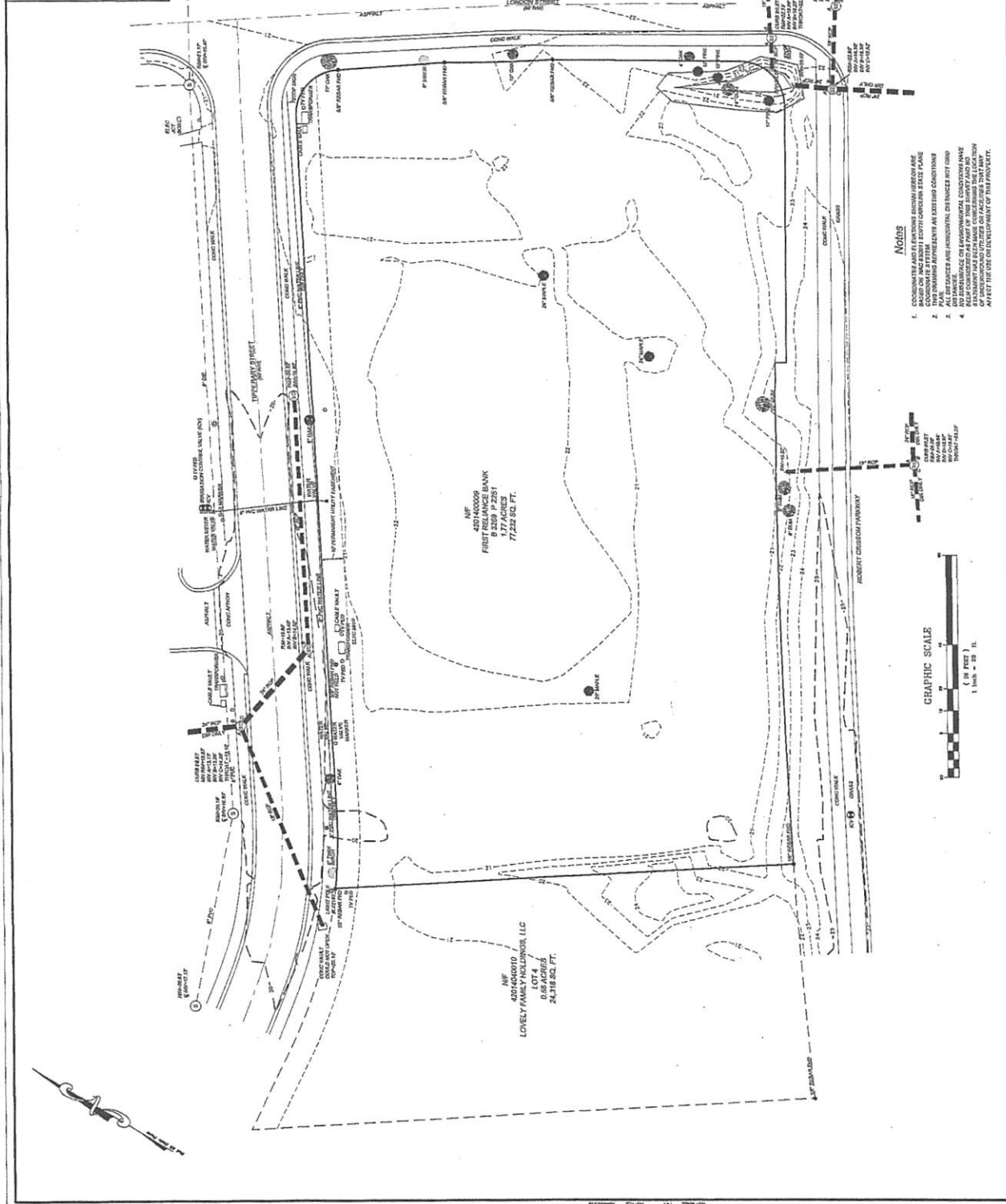
Day Phone: _____ Fax: _____



NO.	DATE	REVISION	DESCRIPTION
1	08/18/18	DRWG	ISSUE FOR PERMITS
2	08/18/18	CHKD	BY R.C.Y.
3	08/18/18	CHKD	BY C.M.H.

RELANCE BANK
 HORRY COUNTY, SOUTH CAROLINA
 EXISTING CONDITIONS PLAN
 Prepared For: RELANCE BANK

FILE NO.: 1802
 SHEET NO.: 1 OF 1



- Notes**
1. EXISTING AND PROPOSED BOUNDARIES ARE SHOWN BY DASHED LINES.
 2. EXISTING AND PROPOSED EASEMENTS ARE SHOWN BY DOTTED LINES.
 3. ALL DIMENSIONS ARE HORIZONTAL DISTANCES UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

