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1   **2018-61 (1<sup>ST</sup> READING): AN ORDINANCE TO GRANT AN ENCROACHMENT TO**  
2   **GDMB MARINA LAND, LLC, AND ITS ASSIGNS TO EFFECTUATE A MAINTENANCE**  
3   **AGREEMENT IN MOTION 2018-155, AND SUBSEQUENT APPROVED AGREEMENTS**  
4   **PERTAINING THERETO.**

5   **Applicant/Purpose:** Grande Dunes Master Association (GDMA)/ to grant an encroachment to  
6   GDMA Marina Land, LLC per Motion 2018-155, & subsequent approved agreements.  
7

8   **Brief:**

- 9   • As outlined in Motion 2018-155, GDMA will hire a contractor to maintain landscaping  
10   along the following ROW's:  
11    ○ Area 1: beginning south of the roundabout in front of the Grande Dunes Marina  
12    south to Grissom Parkway (~10,950').  
13    ○ Area 2: beginning at Marina Parkway, east to Clare Chapin Epps Drive (~ 890').  
14    ○ Area 3: 71<sup>st</sup> N beginning at Marina Parkway east to the By-Pass (~ 360').  
15    ○ Area 4: 79<sup>th</sup> N beginning at Marina Parkway east to the By-Pass (~ 340').  
16   • This ordinance specifically allows GDMA an encroachment permit for Area 2 & grants  
17   additional encroachments for the other Areas after plans are approved by the City.  
18

19   **Issues:**

- 20   • The maintenance & upkeep is the sole responsibility of GDMA & their contractor.  
21   • The City reserves the right to discontinue this agreement at any time w/ 30-day notice.  
22   • Upon notice, the applicant must remove all improvements at no cost to the City.  
23   • The agreement only covers maintenance responsibilities. Any other ROW remains the  
24   obligation of the responsible party (i.e., any ROW repairs &/or replacement of road  
25   infrastructure & landscaping in the event of damage/loss).  
26   • Maintenance standards will be consistent w/ established guidelines outlined by the  
27   Horticultural Industry for the Southern Region.  
28   • Maintenance standards shall consist of mowing, edging, weed control, fertilization,  
29   winter over seeding, & disease & insect control (lawn & shrubs).  
30   • Maintenance agreement adjustments may occur based on seasons & growing conditions.  
31

32   **Public Notification:** Normal meeting notification.  
33

34   **Alternatives:**

- 35   • Do not approve the proposed ordinance.  
36   • Modify the proposed ordinance.  
37

38   **Financial Impact:**

- 39   • The city currently maintains these ROW's w/ an estimated cost of ~ 50,000/year.  
40   • As proposed GDMB would be paid \$28,215 annually. The agreement calls for the annually  
41   amount to be adjusted for CPI (increase or decrease).  
42

43   **Manager's Recommendation:** I recommend 1<sup>st</sup> reading.  
44

45   **Attachment(s):** Proposed ordinance.

CITY OF MYRTLE BEACH  
COUNTY OF HORRY  
STATE OF SOUTH CAROLINA

AN ORDINANCE TO GRANT AN  
ENCROACHMENT TO GDMB MARINA LAND,  
LLC, AND ITS ASSIGNS TO EFFECTUATE A  
MAINTENANCE AGREEMENT IN MOTION 2018-  
155, AND SUBSEQUENT APPROVED  
AGREEMENTS PERTAINING THERETO.

WHEREAS the City and the Grande Dunes Master Association entered into that certain Grounds Maintenance Agreement on October 23, 2018, and;

WHEREAS GDMB Marina Land, LLC and Pulte Home Company, LLC, the owners of certain properties in the Grande Dunes Planned Unit Development (Grande Dunes PUD), desire to enhance the public Rights-Of-Way to provide a more aesthetic sense of place consistent with the Grounds Maintenance Agreement referenced above; and

WHEREAS the City Council finds it is appropriate to grant permission to install trees, plants and grasses to beautify the area; and

WHEREAS the City will subsequently grant any additional encroachments relating to the additional installation of trees, plants and grasses or other improvements as long as such improvements or increased plantings and landscaping relate to Areas 1, 2, 3 or 4 in the Grounds Maintenance Agreement (see Exhibit A attached hereto) and such plans have been approved in writing by the City; now

THEREFORE, IT IS HEREBY ORDAINED that GDMB Marina Land, LLC (hereinafter referred to as the "Applicant") and its assignees, with interests located in the Grande Dunes PUD, having shown good cause, be allowed to encroach upon said Rights-Of-Way, the locations and encroachment details being specific on the attached exhibits (Exhibits A, B and C) and more specifically, described as Area 2 and as follows: "the portion of 62<sup>nd</sup> Ave. North beginning at the intersection of Claire Chapin Epps Drive and extending north to the intersection of Marina Parkway approximately 900 feet; including the medians extending approximately 120 feet, east and west, within Marina Parkway, and an additional 120 feet of 62<sup>nd</sup> Avenue North, north of Marina Parkway, where the entrance of the Del Webb Amenity Center begins; resulting in an overall length of approximately 1,260 linear feet with 19,800 Sq. Ft. of landscaping."

IT IS FURTHER ORDAINED that the permission to encroach this public property pursuant to Section 19-3 of the Code of Ordinances of the City of Myrtle Beach is granted on the condition that the Applicant of the contiguous parcel(s) shall have no rights or interest in the use of the public property encroached upon superior to any other member of the public.

IT IS FURTHER ORDAINED that in granting this use, the City does not undertake to improve or maintain the improvements at city expense either now or in the future and hereby provides notice of this fact to the Applicant and any subsequent owner of the property to be served.

IT IS FURTHER ORDAINED that the City of Myrtle Beach reserves the right and privilege to discontinue this use at any time and that, as a condition of the permission to make the improvements, the Applicant shall specifically agree that upon notice by the City of Myrtle Beach that the continued use of the public property in such a manner is not in the best interest of the City of Myrtle Beach or that the public property is required for public or municipal use which is inconsistent with continued use by the Applicant, all improvements

1 constructed pursuant to this ordinance will be removed at no cost to the City within thirty  
2 (30) days.  
3

4 IT IS FURTHER ORDAINED that as a condition of the use of the public property, the Applicant  
5 shall agree to indemnify and hold harmless the City of Myrtle Beach, its officers, employees  
6 and agents from any claims or actions of any nature which may arise as a result of the above  
7 mentioned improvements and shall continuously maintain in effect an amount and type of  
8 liability insurance as shall be required by the City of Myrtle Beach.  
9

10 IT IS FURTHER ORDAINED that this use is granted only to the extent of the City's operations  
11 pertaining to the proposed Rights-Of-Way directly adjacent to the Applicant's property in  
12 question.  
13

14 This ordinance shall become effective immediately upon adoption.  
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20 ATTEST: BRENDA BETHUNE, MAYOR  
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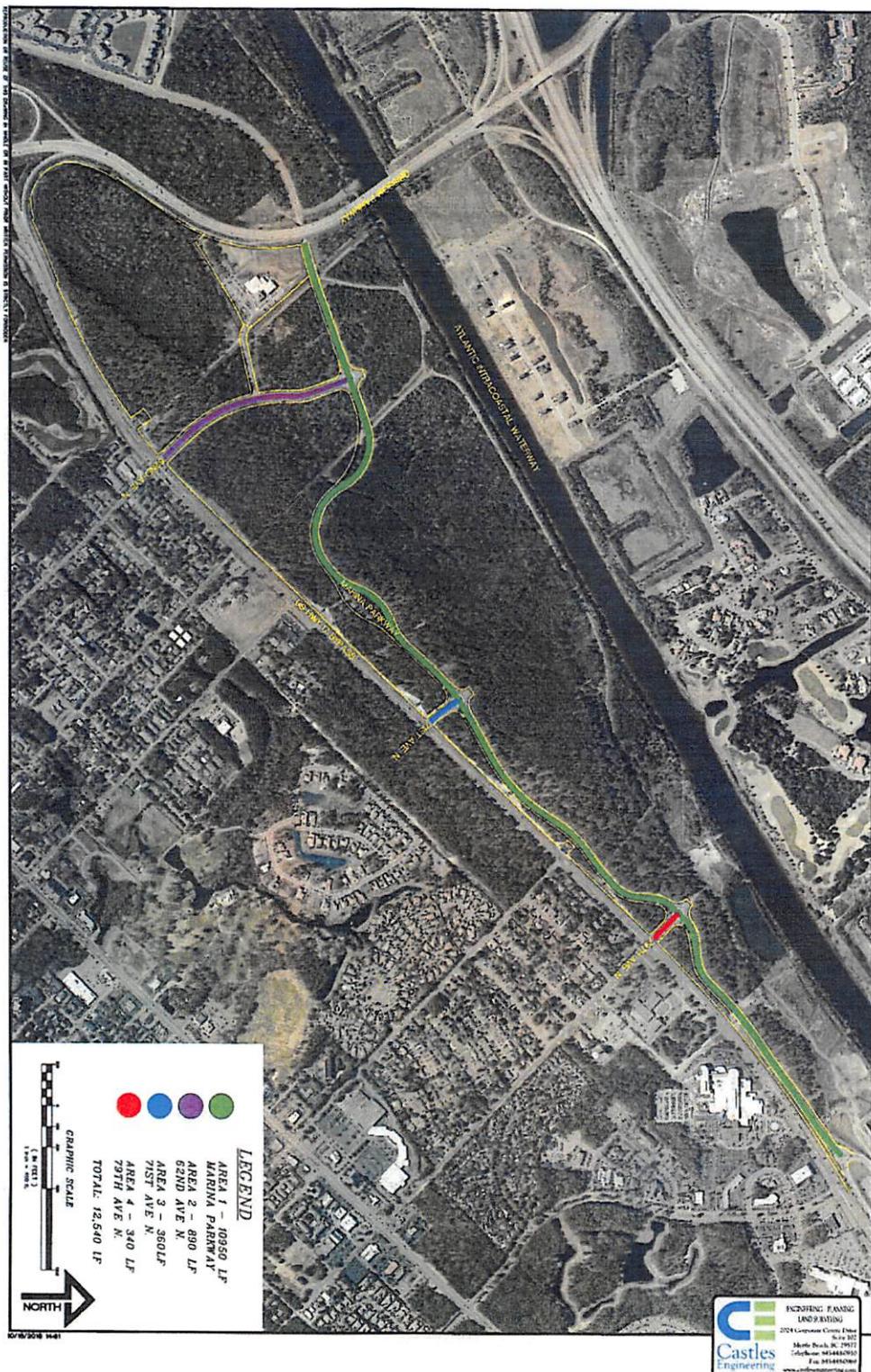
JENNIFER STANFORD, CITY CLERK  
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27 1<sup>st</sup> Reading:  
28 2<sup>nd</sup> Reading:

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**Exhibit A**

**Grande Dunes Aerial Map**

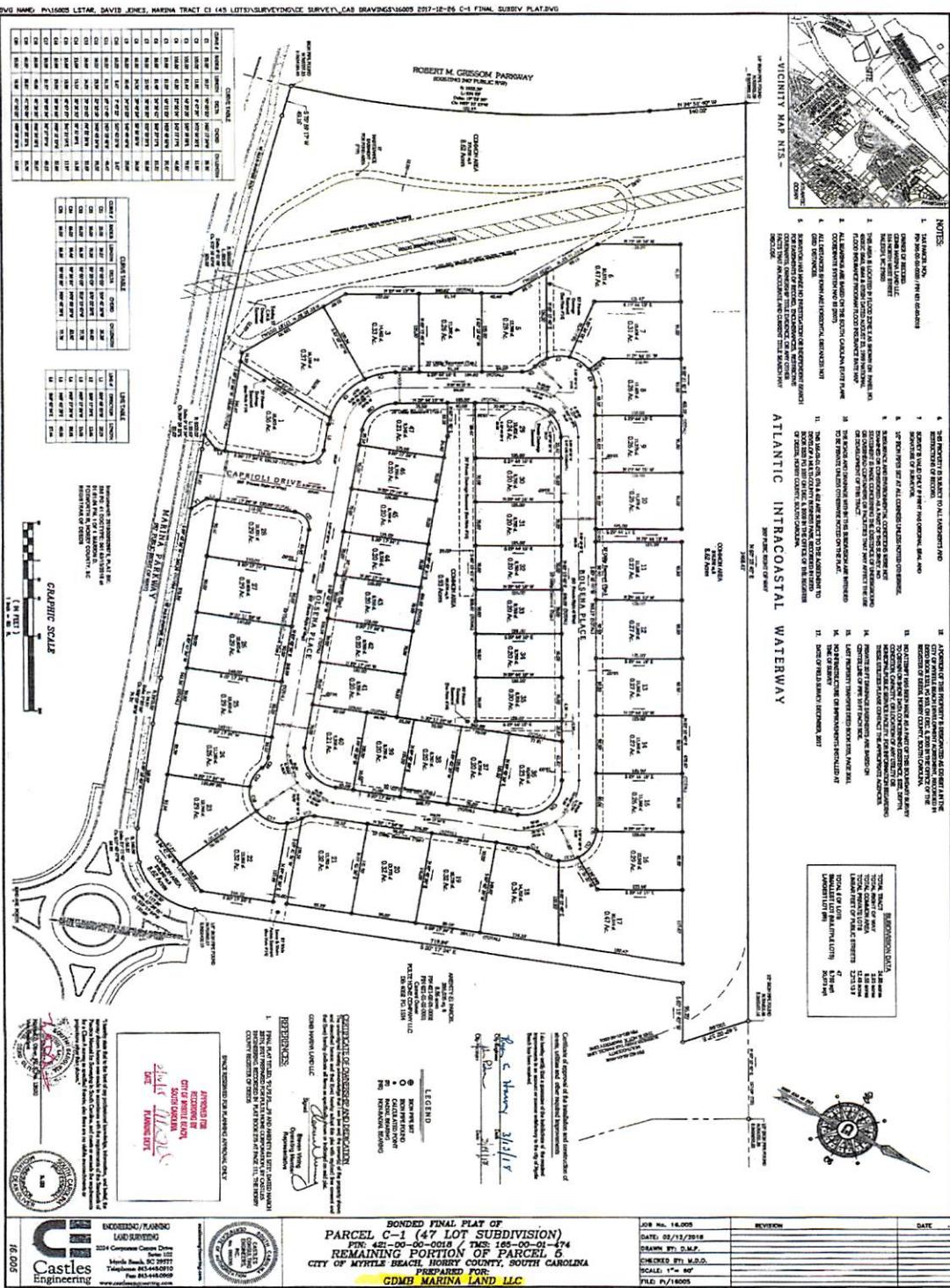


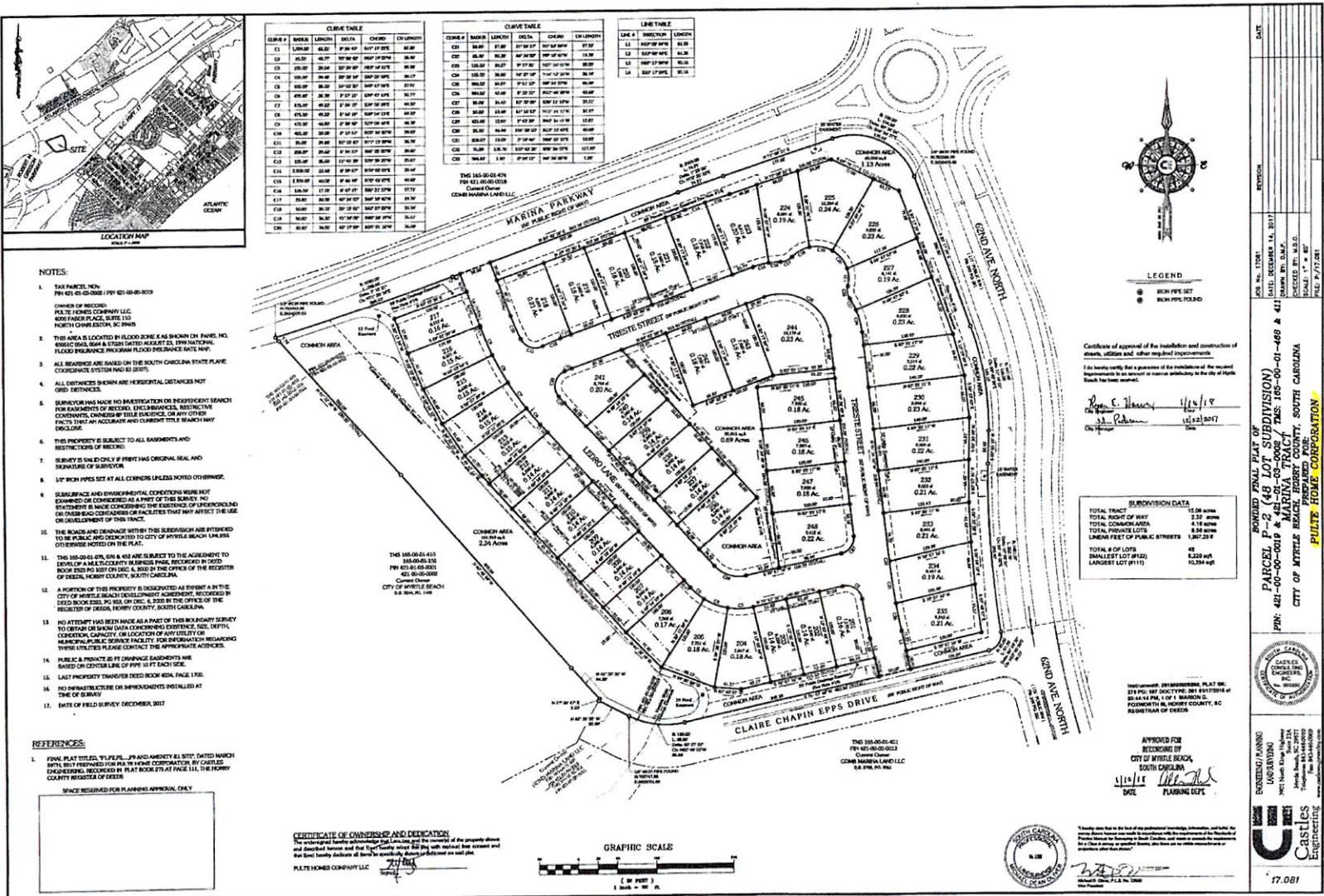
**Exhibit B**

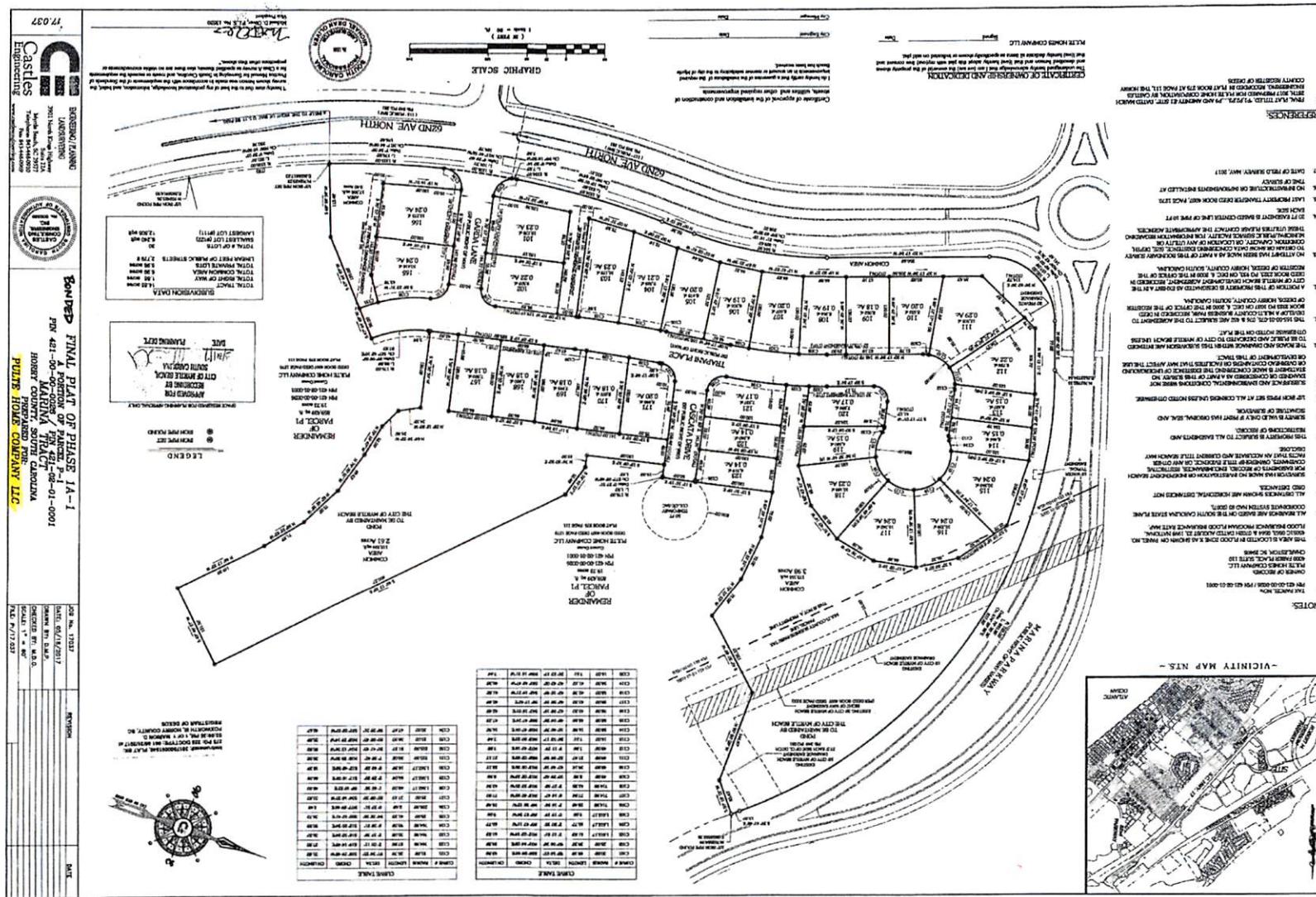
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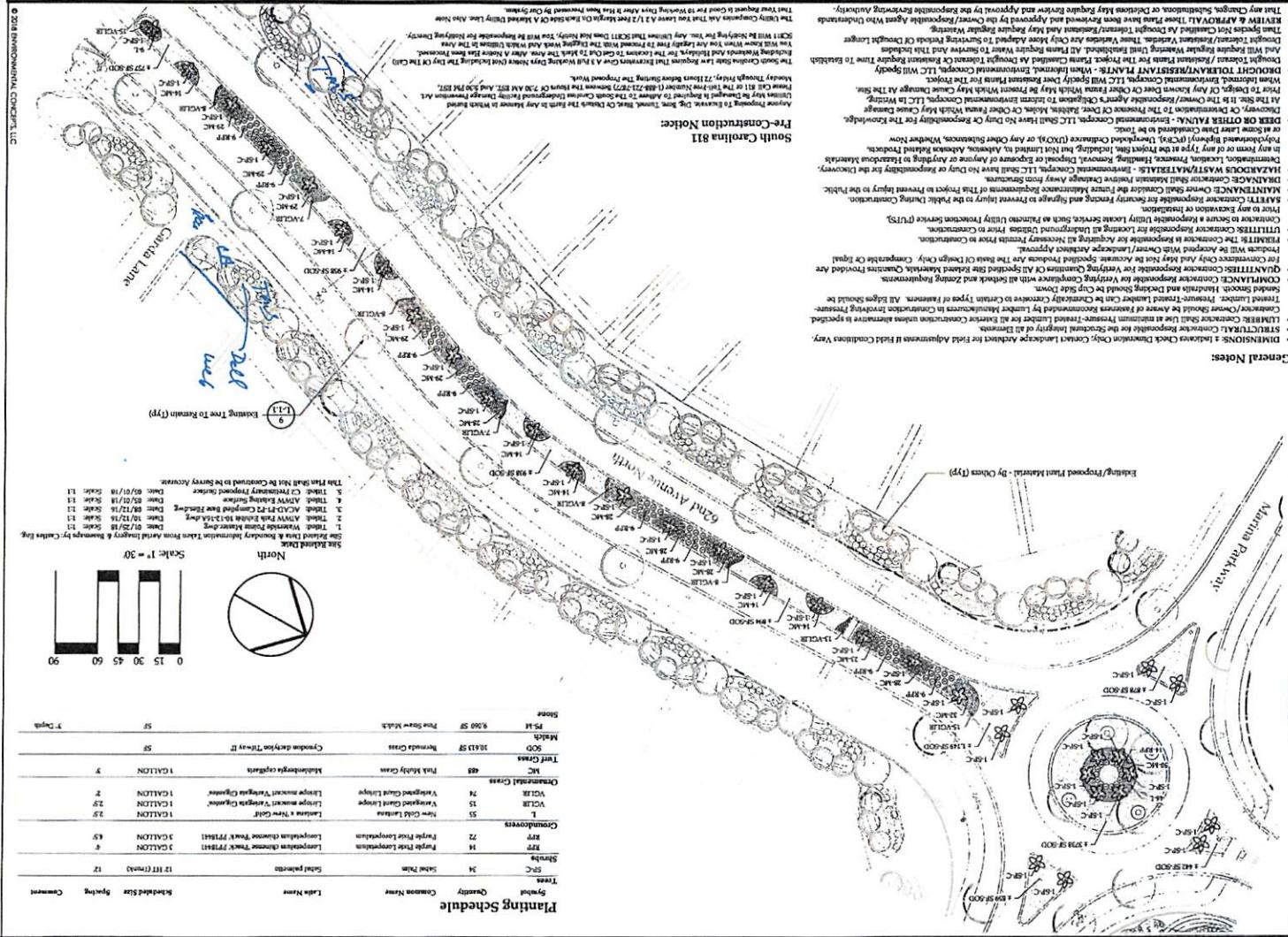
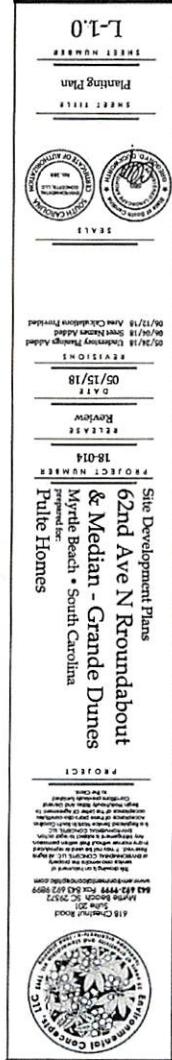
**City Approved Encroachment – Plans – Marina Tract –**  
**Grande Dunes 62<sup>nd</sup> Avenue Landscaping**

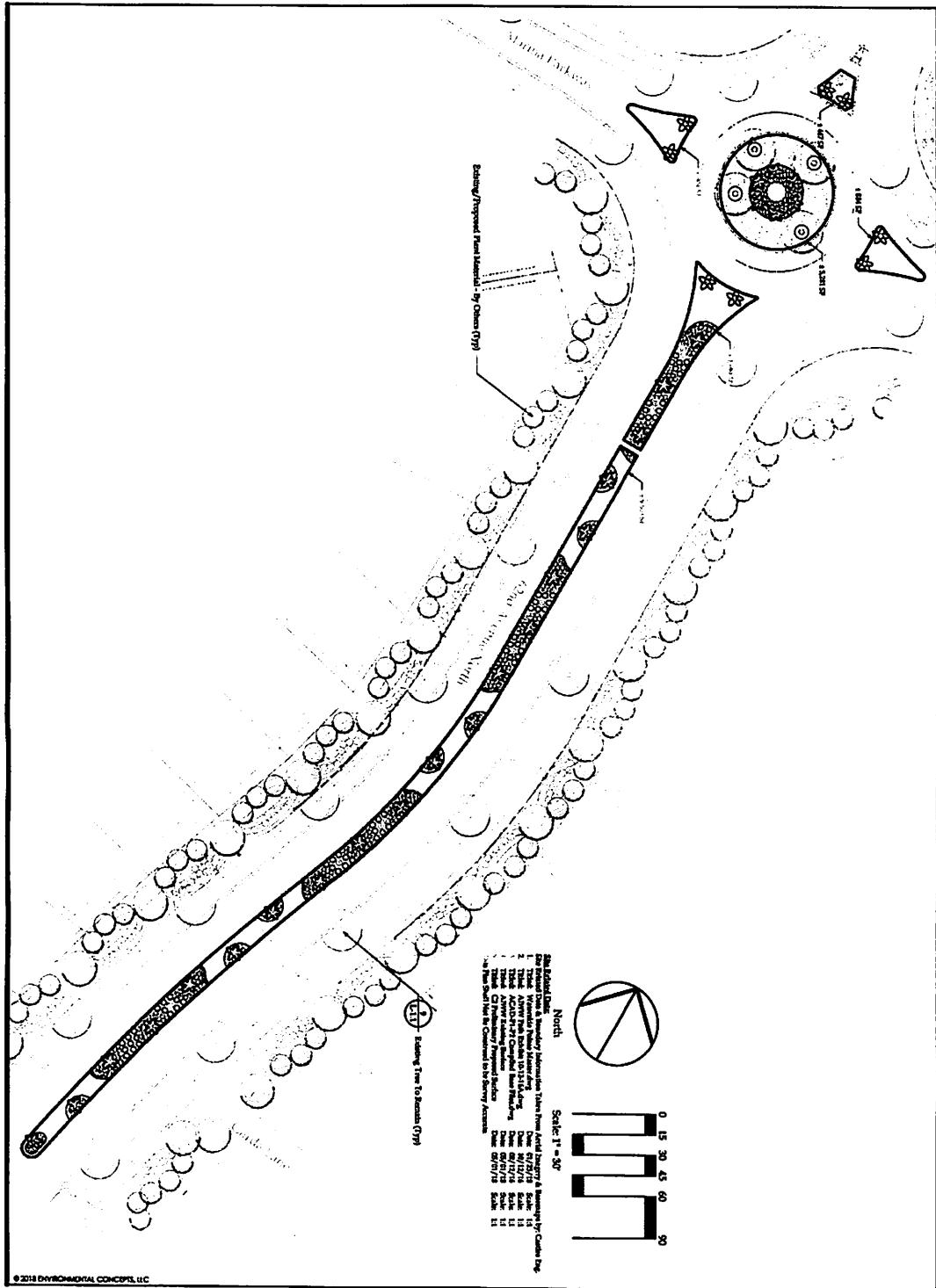
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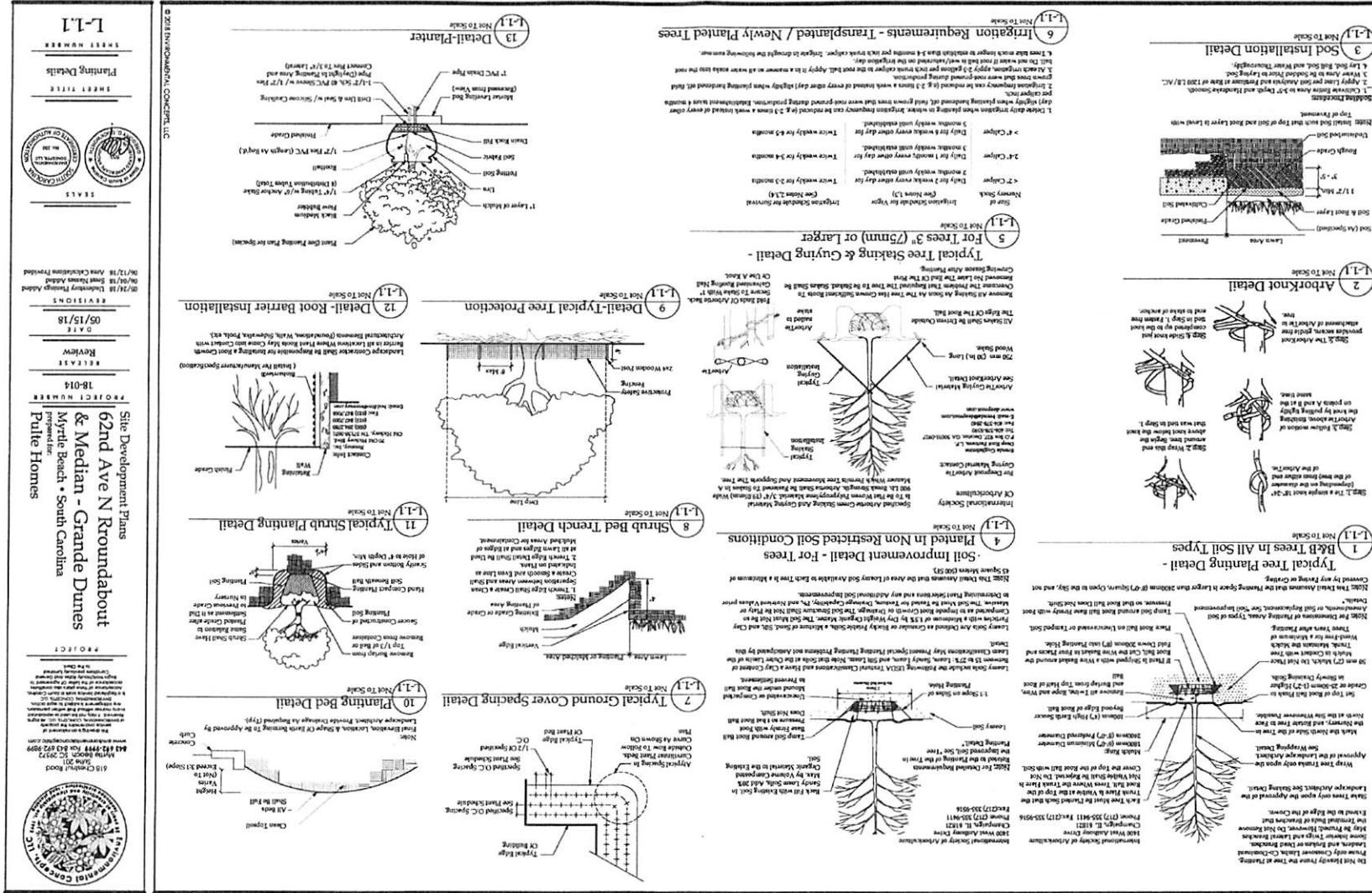






© 2013 ENVIRONMENTAL CONCEPTS, LLC







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## Exhibit C

### City of Myrtle Beach Encroachment Permit Application Signed 2018-06-20 and Subsequently Approved by the City

December 2007

#### APPLICATION FOR NON-EXCLUSIVE USE OF PUBLIC PROPERTY ENCROACHMENT

PRINT OR TYPE ALL ANSWERS (EXEMPT SIGNATURE)

##### GENERAL SCOPE AND TYPE OF NON-EXCLUSIVE USE ENCROACHMENT: (Check All Applicable)

Permanent       New Construction       Staging Area  
 Temporary       Public Improvements       Crane Location  
 Landscaping       Other (Please specify): \_\_\_\_\_

Expected duration of non-exclusive use encroachment: Perpetual

Total square footage occupied by non-exclusive use encroachment: 19,738 say 19,800

Nature and description of the proposed encroachment including layout, plant choice, etc, (attach additional pages, if necessary): Attached plan by Environmental Concepts, dated 05/15/18 depicts layout and species of Landscaping

Location and description of city-owned property proposed to be encroached upon: Portion of 62th Avenue North at intersection of Marina Parkway. See attached Plan.

Is the applicant the contiguous property owner? Yes If not, what is the nature of the applicant's interest in the encroachment location?

Justification of request (attach additional pages, if necessary): We are looking to enhance the Public Right-of-Way to provide a more aesthetic sense of place.

Street address of site where non-exclusive use encroachment will be located: N/A – See attached Plan

Horry County Tax Map (TMS) Number: PIN 42102010022, 42101030022, 42101020071

CITY OF MYRTLE BEACH, SOUTH CAROLINA  
NON-EXCLUSIVE USE OF PUBLIC PROPERTY ENCROACHMENT PERMIT APPLICATION

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**APPLICATION FOR NON-EXCLUSIVE USE OF PUBLIC PROPERTY ENCROACHMENT**

PRINT OR TYPE ALL ANSWERS (EXCEPT SIGNATURE)

**APPLICANT INFORMATION:**

Primary Contact: GDMB MARINA LAND, LLC

Mailing Address: 516 North West Street, Raleigh, NC 27603

Day Phone: (919)796-5956

Fax: \_\_\_\_\_

Email: Margaret@lvnt.com

Property Owner # 1: Pulte Home Company, LLC

Mailing Address: 4000 Faber Place, Suite 110, Charleston, SC 29405

Day Phone: (843)740-7282

Email: Sidney.Dudley@pultegroup.com

Authorized Agent # 1 (if applicable): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Property Owner # 2: Pulte Home Company, LLC

Mailing Address: 4000 Faber Place, Suite 110, Charleston, SC 29405

Day Phone: (843)740-7282

Email: Sidney.Dudley@pultegroup.com

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: \_\_\_\_\_

December 2007

Day Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**PRINT OR TYPE ALL ANSWERS (EXCEPT SIGNATURE)**

**CERTIFICATION AND SIGNATURE:**

State of South Carolina, County of Horry

ENCROACHMENT PERMIT RELATING TO PRIVATE PROPERTY

TMS# PIN 42102010022, 42101020022, 42101020071

*That I am the owner of property located at 62<sup>nd</sup> Avenue North, Marina Parkway  
designated on the tax map roles of Horry County as TMS# See above  
and that I, the undersigned have authority to bind and covenant on behalf of myself or the entity represented that I  
understand and agree that any permit issued hereon regarding an encroachment on abutting public property shall  
be issued pursuant and subject to the provisions of law;*

*that such permit may be revoked by the City, acting by and through its City Council or Manager, at any time and  
that the encroachment must be removed within 30 days thereafter;*

*that the City shall have the absolute right to remove the encroachment for any purpose at any time and shall not be  
required to replace or repair any encroachment so removed and shall be held harmless for any result from such  
removal;*

*that no right, title or interest in any property owned by the City or expectation of continuation of encroachment  
shall vest or accrue to me by any reason of the issuance of such permit or exercise of the privilege given thereby;*

*that I will not suffer or permit any dangerous or defective condition of property to exist in connection with the  
exercise of the privilege;*

*that I am solely responsible for any maintenance or upkeep of the encroachment,*

*and that I, either individually or on behalf of the entity I represent, am solely responsible for any liability which  
may result from the existence of the encroachment and that I will hold harmless the City for any damages arising  
out of, from or in connection with the exercise of the privilege granted by the issuance of the permit sought;*

*and that I acknowledge that I must carry liability insurance in the amount of \$500,000.00 per occurrence for as  
long as I encroach, naming the City as an additional insured, with notice of cancellation, and proof of insurance by  
way of certificate.*

*Notice of a change in ownership shall be provided within 30 days of the change.*

*This form bearing my signature may be filed by the City of Myrtle Beach at the Horry County Register of Deeds in  
relation to my property to establish a public record that such encroachment shall not be considered as an interest  
in land.*

The undersigned hereby certifies that all information and attachments are true and correct to the best of my  
knowledge and belief. Signature(s) of all property owners(s) or authorized agent(s) must be obtained before  
application can be accepted for processing.

Signature of Property Owner # 1: GDMB MARINA LAND, LLC Date: \_\_\_\_\_

Authorized Agent # 1 DeeDee Derry Date: 6-20-2018

Signature of Property Owner # 2: PULTE HOME COMPANY, LLC Date: \_\_\_\_\_

Authorized Agent # 2: JH Date: 6-20-2018

Signature of Property Owner # 3: PULTE HOME COMPANY, LLC Date: \_\_\_\_\_

Authorized Agent # 3: SJH Date: 6-20-2018

CITY OF MYRTLE BEACH, SOUTH CAROLINA  
NON-EXCLUSIVE USE OF PUBLIC PROPERTY ENCROACHMENT PERMIT APPLICATION

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8 This ordinance shall be effective immediately upon second reading.  
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10 This ordinance is effective upon second reading.  
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16 BRENDA BETHUNE, MAYOR  
17  
18 ATTEST:  
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24 JENNIFER STANFORD, ACTING CITY CLERK  
25  
26 1<sup>ST</sup> READING  
27 2<sup>ND</sup> READING  
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