

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made by, between and among The City of Myrtle Beach (the "City"), Horry County (the "County"), and Grande Dunes Golf Village Property Owners Association (the "Association"), collectively referred to as the "Parties".

WHEREAS the Parties are desirous to enter into a Memorandum of Understanding setting out the working arrangements that each of the partners agree are necessary to complete the Project described below.

The Project / Purpose

The purpose of this Memorandum is to provide the framework for paving approximately 1.15 unimproved miles constituting the entirety of a certain Frontage Road, also known as "Henry Road", the intent being to constitute said road as an emergency access and/or as an alternate/second means of ingress and egress to Grande Dunes Golf Village (the "Village") for emergency vehicles, for the property owners and their guests, and for commercial or other vehicles that are deemed too heavy and/or too hazardous to gain access to the Village by the only other means of ingress and egress to the Village, which is a bridge that spans the Intracoastal Waterway. Nothing in this Memorandum of Understanding shall prevent the Association from continuing its present practice of limiting and controlling vehicular access to and from the Village at the juncture of Frontage/Henry Road and San Marcello Drive by means of an electronic gate or other means of restriction.

Obligations of the Partners

The partners acknowledge that no contractual relationship is created between or among them by this Memorandum, but agree to work together in the true spirit of partnership to ensure the Project is completed.

- Horry County responsibilities include, but are not limited to:
 - Serve as Project manager.
 - Bid the Project using policies and procedures that are consistent with the County's Procurement rules and regulations.
 - Survey the Project and secure all the necessary permits for the Project.
 - Pave the Project to County standards.
 - Negotiate for and accept ownership of Frontage Road (the entire length, inside and outside the City limits) upon the Project's completion.
 - Be responsible for funding the portion of the Project that is outside the City limits, identified as 'Horry County' on the attached Exhibit A, approximately 0.43 miles.
 - Use a designated amount of its annually apportioned County Road Fee funds to pay for the paving and associated costs of their portion of the Project.
 - Upon completion of the road, submit an invoice to the City and to Grande Dunes Golf Village Property Owners Association for payment. (Note: Completion is defined as the road being open to traffic and accepted into the County's road network.)

M2020-11

- City of Myrtle Beach responsibilities
 - Funding the portion of the Project that is inside the City limits, identified as 'City of Myrtle Beach' on the attached Exhibit A, approximately 0.72 miles.
 - Use a designated amount of its annually apportioned County Road Fee funds to pay for the paving and associated costs of its portion.
 - Remit payment to the County within 30 days of receiving the invoice.

- Grand Dunes Golf Village Property Owners Association responsibilities
 - Pay for the paving and associated costs of that specific portion of the Project from where the City's portion terminates to the existing asphalt pavement of San Marcello Drive within the Village, as shown on Exhibit A, which is attached hereto and made a part hereof.
 - Remit payment to the County within 30 days of receiving the invoice.

Executed this ____ day of _____, 2020, by the parties below, who attest by their signatures that they are authorized and empowered to do so by their respective entities.

FOR HORRY COUNTY:

County Administrator

FOR THE CITY OF MYRTLE BEACH:

City Manager

FOR GRANDE DUNES PROPERTY OWNERS ASSOCIATION:

President

Exhibit A

