

Development Agreement Template

DEVELOPMENT AGREEMENT BETWEEN COUNTY OF HORRY AND

THIS DEVELOPMENT AGREEMENT (the “*Agreement*”) is made and entered into this ____ day of _____, 2026 (the “*Effective Date*”) by and between HORRY COUNTY, a body politic under the laws of the State of South Carolina (“*County*”) and [APPLICANT], a South Carolina [limited liability] company, having its principal place of business in [Conway, South Carolina] (“*Owner*”).

WITNESSETH:

WHEREAS, the Owner desires to develop certain real property owned by Owner, consisting of approximately [] acres, more or less, and approximately [] highland acres located in Horry County, South Carolina, as more particularly described on Exhibit “A” attached hereto and incorporated herein by reference (the “Property”) for the construction and development of a [single-family and multi-family residential project]; and

WHEREAS, the Owner has submitted an application for rezoning of the Property from the [] zoning district to the [] zoning district, which such application for the [] zoning district has been approved by the County, and permits development of the Property in accordance with Owner’s proposed plan; and

WHEREAS, the County desires to ensure that in the event the Property is developed in accordance with Owner’s proposed plan, that adequate and appropriate fire protection to the Property is provided; and

WHEREAS, the Owner desires to obtain from the County assurances that (i) the Property will remain zoned under the [] zoning district for the duration of Owner’s development of the Property; (ii) upon its application for development permits, Owner may proceed with the development and construction of a [single –family and multi-family residential project] upon the Property; and (iii) such development rights will be vested for the duration of the development of the Property under this Agreement; and

WHEREAS, pursuant to the South Carolina Local Government Agreement Act, Section 6-31-10 et. seq., South Carolina Code of Laws 1976, as amended (the “*Act*”), the parties hereto have agreed to enter into this Agreement to set forth the terms and conditions of the development of the Property in order to protect more fully both the development rights granted to Owner and the County’s material concern for public good.

AGREEMENT

NOW THEREFORE in consideration of the foregoing, which is incorporated herein by reference, the mutual covenants of the parties contained herein, and pursuant to the Act, the parties hereto, intending to be legally bound hereby agree as follows:

1. **DEFINED TERMS.** Terms not otherwise defined herein have the meaning set forth in the Act, the provisions of which are incorporated herein by reference. The Code shall mean the South Carolina Code of Laws, 1976, as amended.
2. **PURPOSE.** The County finds that the development permitted or proposed is consistent with the County’s comprehensive plan and land development regulations, provided that the fire protection and [] in the area is improved, in accordance with the terms of this Agreement. The purpose of this Agreement is to provide a mechanism whereby the development of the Property can offset the cost of increased demand on County fire and emergency services, or

other reasonable and related infrastructure needs, [including ...] caused by the development of the Property. In that respect, this Agreement establishes the zoning classification for the Property as [], in accordance with the Horry County Zoning Ordinance (the "Zoning Code"), as existing on the Effective Date of this Agreement and for a period of at least [five (5)] years (the "Term").

3. VESTED RIGHTS. The County hereby assures the Owner that, upon receipt of the Owner's development permits as required herein, and Owner agrees that there will be a [... Owner agrees that there will be a Five Thousand Eight Hundred and 00/100 (\$5,800.00) Dollar fee per building permit issued for development within the Property, in addition to normal and customary development fees required by the County, for units built within the Property, in accordance with the terms and conditions of this Agreement. The Five Thousand Eight Hundred and 00/100 (\$5,800.00) Dollar fee will be levied per unit, in the case of a multi-family permit that encompasses multiple units] OR [ONE and 00/100 Dollar (\$1.00)] investment in County infrastructure projects in addition to normal and customary development fees required by the County, for units built within the Property, in accordance with the terms and conditions of this Agreement. As of the Effective Date, such development rights are deemed vested in Owner, subject to the terms of this Agreement, and the agreements, obligations and commitments contained herein may not be changed or modified except as provided herein.

- (a) No future changes or amendments to the Zoning Code or other local ordinances, laws, rules or regulations shall apply to the Property, and no other legislative enactments shall apply to the Property or this Agreement which have an adverse effect on the ability of the Owner to develop the Property in accordance with this Agreement or which have the effect of materially increasing the costs of the improvement of the Property, except as may be provided for in this Agreement or Section 6-31-80 of the Act.
- (b) Notwithstanding the foregoing, the parties specially agree that this Agreement shall not prohibit the application of any building, housing, electrical, plumbing or gas codes, nor of any tax or fee of universal application throughout the County to both new and existing development specifically bound to be necessary to protect the health, safety and welfare of its citizens.
- (c) Furthermore, the parties acknowledge that the improvements to be made to the Property remain subject to the current requirements of the building codes, land development regulations and the current guidelines for approval by the County on the date of this agreement.

4. RESERVED (Intentionally Left Blank)

5. MASTER PLAN. The master plan attached hereto as Exhibit "C" is the design plan for a single-family and multi-family residential project and is submitted herein for descriptive and illustrative purposes. Notwithstanding anything contrary contained herein, the zoning classification set forth herein shall govern the development of the Property. Design criteria and layout illustrated on the design plan and any other exhibits or materials supporting the development of this Property shall be understood to be flexible, and, as of the Effective Date, incomplete and may be revised, modified and changed by the Owner with the approval of the County, provided such revisions or changes do not conflict with the zoning classification for the Property set forth herein. The final design of development and use and locations may be shifted, adjusted and added to satisfy market objectives and be consistent with the overall general plan of development, as set forth herein.

6. ZONING; PERMITTED USES. The Property shall be zoned [] under the current zoning ordinance of the County. Any subsequent changes to the [] Zoning District Ordinance shall not be effective as to the Property, except as provided in this Agreement.

7. PUBLIC FACILITIES/INFRASTRUCTURE. The following types of public facilities will service the Property: Water

and Sewer systems, stormwater systems, on-site and off-site road improvements and construction. The extension of these facilities to the Property, and the installation of the same upon the Property shall be at the expense of Owner, at the time of development of the Property, as needed for Owner's development. Owner commissioned a Traffic Impact Analysis prepared by Stantec, attached hereto as Exhibit "B". (as needed) Owner shall complete the improvements recommend at the appropriate time frame as recommend in the Exhibit B.

8. DEVELOPMENT PERMITS. Such local, state and federal permits which are needed and shall be obtained for the development of the Property include, but are not limited to, the following:

- (a) Horry County Permits.
 - (i) Clearing and grading;
 - (ii) Stormwater;
 - (iii) Water and Sewer;
 - (iv) Planning and Zoning plan approval;
 - (v) Road encroachment permits;
 - (vi) Building permits; and
 - (vii) Sign permits.
- (b) State of South Carolina Permits and Approvals.
 - (i) SCDES – water and sewer;
 - (ii) OCRM – stormwater;
 - (iii) OCRM – erosion and sediment control;
- (c) Federal Permit.
 - (i) EPA-NPDES – stormwater permit.

9. DEVELOPMENT SCHEDULE. The Development Schedule is attached hereto as Exhibit "D". (as needed) If Owner elects to proceed with development of the Property, the initial construction phase will begin with site clearing and grading. Though market forces may shift and thereby accelerate development, it is anticipated that the development will be completed within [five (5)] years (the "Term"). It is agreed that the provisions of this Agreement will not apply to any development which occurs after the expiration of the Term, unless this Agreement has been extended pursuant to state law.

10. PUBLIC NOTICE AND HEARINGS. The County represents and warrants that it has conducted at least two public hearings and has published the notice of intent to consider this Agreement in newspaper of general circulation within Horry County, SC, in accordance with the requirements of Section 6-31-50 of the Act.

11. COMPLIANCE WITH LAWS. Notwithstanding any other provision of law, the Property must comply with any building, housing, electrical, plumbing and gas codes subsequently adopted by the County as authorized by Chapter 9 of Title 6 of the Code. In the event state or federal laws or regulations enacted after the Effective Date, prevent or preclude compliance with one or more provisions of this Agreement, the provisions of this Agreement must be modified or suspended as may be necessary to comply with the state or federal laws or regulations.

12. SUBSEQUENT LAWS. The County may subsequently adopt laws applicable to the Property, provided the County at a public hearing determines:

- (a) The laws are not in conflict with the Act and do not prevent the Property from being developed as set forth herein;

- (b) The laws are essential to the public health, safety or welfare and expressly state that they apply to the Property;
- (c) The laws are specifically anticipated and provided for herein;
- (d) The County demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement, which changes, if not addressed by the County, would pose a serious threat to the public health, safety or welfare; or
- (e) This Agreement is based on substantially and materially inaccurate information supplied by the Owner.

13. RECORDING. The Owner shall record this Agreement with the Horry County Register of Deeds within Fourteen (14) days of the date of execution.

14. TERM. Unless otherwise extended as provided for herein or in the Act, the term of this Agreement shall expire on the date which is [Five (5)] years from the date of execution.

15. ZONING REVERSION. In the event the Property is not materially and substantially completed for development at the later of (i) the expiration of the original Five (5) year term of this Agreement set forth in Section 21 above; or (ii) the expiration of any extension of the term of this Agreement by Horry County, then, in such event, the applicable zoning district of the Property shall automatically revert to the former zoning designation, or such then current district adopted by Horry County which most closely adheres to the [] zoning district existing at the time of this Agreement. Any portion of the Property which has been developed but does not comply with the zoning district in effect at the expiration of the term of this Agreement, as the same may be extended by Horry County, will be thereafter classified as legal non-conforming.

16. MODIFICATIONS AND AMENDMENTS. This Agreement may be modified, amended or cancelled by mutual consent of the parties hereto, evidenced by written agreement signed by both parties and recorded in the Office of the Register of Deeds for Horry County, as required herein.

17. BENEFIT. The burdens of this Agreement are binding upon and benefits of this Agreement shall run with the land and inure to all successors in interest of the parties hereto.

18. SEVERABILITY. If any provision herein or the application of any provision herein is held invalid, such invalidity shall apply only to such invalid provision, and the remaining provisions of the Agreement, and the application of this Agreement or any other provision of this Agreement shall remain in full force and effect.

19. GOVERNING LAW. The provisions of this Agreement are governed by, and construed in accordance with, the Act and general laws of the State of South Carolina.

Signature pages to follow.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

HORRY COUNTY, a body politic under the laws of the State of South Carolina

Witnesses:

Name: _____

Name: _____

By: _____
Name: _____
Title: _____

STATE OF SOUTH CAROLINA)

_____)

ACKNOWLEDGMENT COUNTY
OF HORRY)

I _____, a Notary Public, do hereby certify that _____, as _____ of Horry County personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 2026.

Notary Public Signature _____ Notary Public Printed Name _____

Notary Public for South Carolina
My Commission Expires: _____

(Seal)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

[], a South Carolina corporation

Witnesses:

Name: _____

Name: _____

By: _____
Name: _____
Title _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

I, _____, a Notary Public, do hereby certify that _____, as of [OWNER] personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 2026.

Notary Public Signature _____ Notary Public Printed Name _____

Notary Public for South Carolina
My Commission Expires: _____

(Seal)

EXHIBIT “A”.

Legal Description or Boundary Survey of Property

Property Identified as Horry County PIN: [] , and as further described in Deed Book [] at Page [] , to wit:

EXHIBIT “B”

Traffic Impact Analysis, if
required (Attached)

EXHIBIT “C”

Proposed Master Plan of Property, if required
(Attached)

EXHIBIT “D”

Development Schedule

Years:

2026

2027

2028

Total

Phase #s:

Phase

Phase

Phase

Phases

This Development Schedule is an estimate.

NOTE: