

**DEVELOPMENT AGREEMENT BETWEEN COUNTY OF HORRY
AND BEAZER HOMES, LLC**

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into this ____ day of _____, 2022 (the “**Effective Date**”) by and between **HORRY COUNTY**, a body politic under the laws of the State of South Carolina (“**County**”) and **BEAZER HOMES, LLC**, a Delaware limited liability company (“**Developer**”).

WITNESSETH:

WHEREAS, the Developer desires to develop certain real property owned, or to be owned by Developer, consisting of approximately 221.42 acres, more or less, 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 residential project including by single family attached and single family detached residences; and

WHEREAS, the Developer has submitted an application for annexation and zoning of the Property within the City of North Myrtle Beach (the “**City**”), and, as a condition to approval of such annexation and zoning of the Property by the City, subject to the consent of the County, the Developer has agreed to improve Long Bay Road, an unpaved roadway presently maintained by the County; and

WHEREAS, the County desires to insure that in the event the Property is annexed and zoned within the City, and developed in accordance with Developer’s proposed plan, that adequate and appropriate access to the Property is provided without expense to the County; and

WHEREAS, the Developer desires to obtain from the County assurances that (i) upon the issuance of construction permits, Developer may proceed with the improvement of a portion of Long Bay Road, at the expense of Developer and in accordance with the Land Development Regulations of Horry County, (the “**Road Improvement Standards**”). The portion of Long Bay Road to be improved consist of approximately 6,120 linear feet, beginning at the boundary of the Property, and extending to the intersection of Long Bay Road and Water Lilly Road (the “**Long Bay Road Improvement Section**”), an exhibit showing such Long Bay Road Improvement Section area is attached hereto as **Exhibit “B”** and incorporated herein by reference (the “**Improvement Section Map**”); 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 which is a material concern of the County.

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 Long Bay Road Improvement Section is improved, in accordance with the terms of this Agreement. The purpose of this Agreement is to set forth the obligations of the Developer for the improvement of Long Bay Road, to provide adequate means of ingress and egress to and from the Property, and to encourage a more desirable environment and improve the quality of life for County residents.

3. TERM. The Term of this Agreement shall extend from the Effective Date of this Agreement for a period of at least Five (5) years (the "Term").

4. 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 Developer, at the time of development of the Property, as needed for Developer's development. Specifically, the improvement of the Coates Road Improvement Section shall be at the expense of the Developer.

5. DEVELOPMENT PERMITS. Developer shall be solely responsible for such local, state and federal permits which are needed and shall be obtained for the improvement of Long Bay Road and the development of the Property.

6. DEVELOPMENT SCHEDULE. If Developer 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. It is agreed that the provisions of this Agreement, other than the requirement for improvement of the Long Bay Road Improvement Section, will not apply to any development which occurs after the expiration of the Term, unless this Agreement has been extended pursuant to state law.

7. 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 the Horry Independent and other Waccamaw Publishing newspapers, in accordance with the requirements of Section 6-31-50 of the Act.

8. COMPLIANCE WITH LAWS. Notwithstanding any other provision of law, the improvement of Long Bay Road 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.

9. 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 Developer.
10. RECORDING. The Developer shall record this Agreement with the Horry County Register of Deeds within Fourteen (14) days of the date of execution.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

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 _____, 2022.

Notary Public Signature

Notary Public Printed Name

Notary Public for _____
My Commission Expires: _____

(Seal)

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

BEAZER HOMES, LLC, a Delaware limited liability company

Witnesses:

Name: _____

Name: _____

By: _____

Name: _____

Title: _____

STATE OF SOUTH CAROLINA

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COUNTY OF HORRY

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ACKNOWLEDGMENT

I, _____, a Notary Public, do hereby certify that _____, as _____ of BEAZER HOMES, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this ____ day of _____, 2022.

Notary Public Signature

Notary Public Printed Name

Notary Public for _____

My Commission Expires: _____

(Seal)

Legal Description of Property

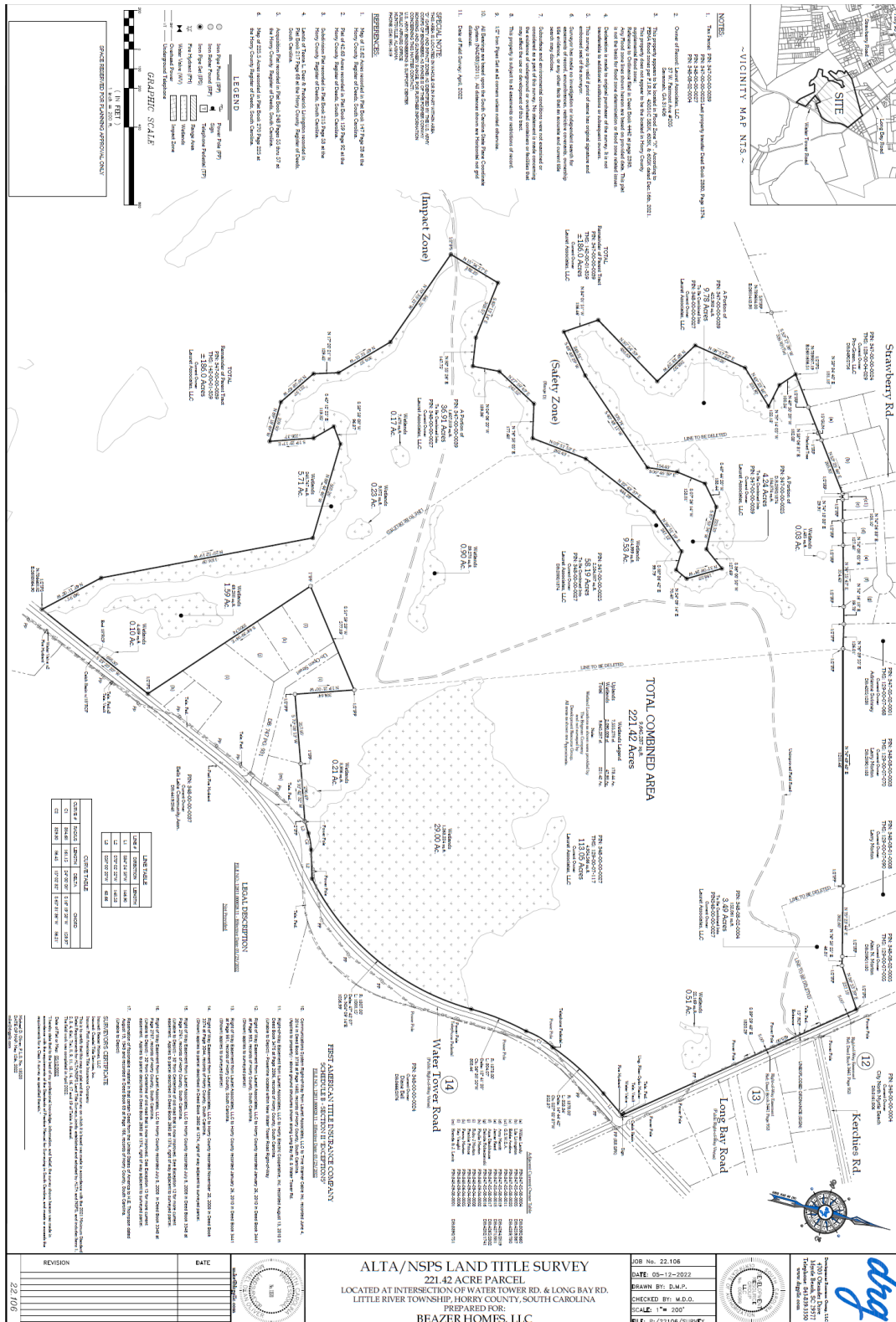


EXHIBIT "B"

Improvement Section Map

