NOTICE OF MEETING

A meeting of the Committee on Real Estate will be held beginning at 3:30 p.m. Monday, January 10, 2022, Conference Call: 1-929-205-6099; Access Code: 835 678 884. The agenda will be as follows:

AGENDA

Invocation – Councilmember Appel

Approval of Minutes:

December 20, 2021

a. Request approval of an ordinance authorizing the Mayor to execute a First Amendment to Option to Lease by and between the City of Charleston and The Lowline Housing, L.P.

b. Please consider the following annexations:

(i) 2216 S. Dallerton Circle (0.26 acre) (TMS# 310-07-00-044), West Ashley, (District 11). The property is owned by Danielle D. Cerasi.

(ii) 1506 N. Edgewater Drive (1.59 acre) (TMS# 349-09-00-026), West Ashley, (District 11). The property is owned by Ellison C. and Jeanne R. Livingston.

(iii) 30, 32, and 34 Wedgepark Road, 43 and 49 Lolandra Avenue (0.99 acre) (TMS# 418-13-00-254 through 256, 260, and 262), West Ashley, (District 3). The properties are owned by Glory Holdings, LLC.

(iv) 2319 Lazy River Drive (0.62 acre) (TMS# 310-14-00-014), West Ashley, (District 11). The property is owned by Carl E. Seel, Sr. and Jean B. Seel.

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.
COMMITTEE ON REAL ESTATE
GENERAL FORM

TO: Committee on Real Estate DATE: December 21, 2021
FROM: Julia Copeland DEPT: Legal
ADDRESS: N/A
TMS: N/A

PROPERTY OWNER: City of Charleston
"Ordinance to authorize Mayor to execute the First Amendment to the Option to Lease by and between The City of Charleston and The Lowline Housing, L.P."

ACTION REQUEST: ____________________

ORDINANCE: Is an ordinance required? Yes ☐ No ☐

COORDINATION: The request has been coordinated with:
All supporting documentation must be included

Department Head __________________ Signature __________________ Attachments
Legal Department __________________
Chief Financial Officer __________________
Director Real Estate Management __________________

FUNDING: Was funding needed? Yes ☐ No ☐
If yes, was funding previously approved?* Yes ☐ No ☐

*If approved, provide the following: Dept/Div. ________ Acct: ________
Balance in Account ________ Amount needed for this item ________

NEED: Identify any critical time constraint(s).
AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE FIRST AMENDMENT TO OPTION TO LEASE BY AND BETWEEN THE CITY OF CHARLESTON, SOUTH CAROLINA AND THE LOWLINE HOUSING, L. P.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Mayor is hereby authorized to execute on behalf of the City of Charleston the First Amendment to Option to Lease by and between the City of Charleston and The Lowline Housing, L.P., attached hereto as Exhibit A.

Section 2. That this Ordinance shall become effective upon ratification.

Ratified in City Council this ___ day of __________ in the year of Our Lord, 2022, in The 246th Year of the Independence of the United States of America.

By: ____________________________
John J. Tecklenburg, Mayor

ATTEST: By: ____________________________
Jennifer Cook
Clerk of Council
FIRST AMENDMENT TO OPTION TO LEASE BY AND BETWEEN THE CITY OF
CHARLESTON, SOUTH CAROLINA AND THE LOWLINE HOUSING, L.P.

RECITALS:

THIS FIRST AMENDMENT TO OPTION TO LEASE is made effective as of this ___ day of
January, 2021 (the “Effective Date”), by and between City of Charleston, SC, a South Carolina body
politic and corporate (“Landlord”), and Lowline Housing, L.P., a South Carolina limited partnership
(“Tenant”).

WHEREAS, the Landlord and Tenant entered into an Option to Lease effective February
24, 2021 which is attached to and incorporated herein as Exhibit A;

WHEREAS, the Option to Lease provided an automatic approval for the Tenant to extend
its option to June 30, 2022, by written notice and a payment of One Thousand and no/100 ($1,000)
Dollars on or before December 31, 2021, which Tenant has exercised;

WHEREAS, Tenant now desires to extend that option to December 31, 2022;

NOW, THEREFORE, for and in consideration of the premises, the mutual promises
hereinafter set forth and other good and valuable consideration, the parties agree to modify and
amend the Option, as follows:

1. The Recitals above are hereby incorporated into this Amendment.

2. Section 1 of the Option to Lease shall be amended to extend the option period from
June 30, 2022 to December 31, 2022.

3. Except as modified by this Amendment, all of the terms and conditions of the Option
to Lease shall remain in full force and effect. Capitalized terms not otherwise defined
herein shall have the meanings set forth in the Option. The terms and provisions of this
Amendment shall be binding upon and shall inure to the benefit of the parties hereto,
their respective successors and assigns. This Amendment may be executed in
counterparts and/or with counterpart signature pages, all of which together shall
constitute a single agreement. Electronic signatures shall be acceptable and binding
upon the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, Landlord has caused this Amendment to be executed as of the day and year first above written.

LANDLORD:

CITY OF CHARLESTON, SC,

a South Carolina public body corporate and politic

By: ________________________________

Name: ______________________________

Title: _______________________________
IN WITNESS WHEREOF, Tenant has caused this Amendment to be executed as of the day and year first above written.

TENANT:

LOWLINE HOUSING, L.P.,
a South Carolina limited partnership

By:______________________________

Name:____________________________

Title:____________________________
STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

OPTION TO LEASE

THIS OPTION TO LEASE AGREEMENT ("Agreement") is entered into as of the 24th day of February, 2021 (the "Effective Date"), by and between City of Charleston, SC, a South Carolina body politic and corporate (herein called the "Landlord"), and Lowline Housing, L.P., a South Carolina limited partnership (collectively, herein called "Tenant"). Landlord and Tenant are referred to herein individually as "Party and collective as Parties"

WITNESSETH:

WHEREAS, The City of Charleston advertised for a Request for Proposal for the design, development and operation of an affordable apartment complex as part of the Lowline Redevelopment Area and

WHEREAS, Tenant is the developer selected by the City of Charleston to design, develop and operate the affordable apartments, to be named Lowline Housing (the “Project”).

WHEREAS, Tenant has determined that prior to entering into a long-term ground lease of the Property, certain preliminary studies, due diligence, and design work related to the Property must be conducted in order to make a final determination as to the site’s suitability; and

WHEREAS, the Parties have agreed that this Option to Lease provides the Parties with an adequate opportunity to make all necessary preliminary preparations for entering into a ground lease, and provide the Parties with adequate assurance of performance of the mutual obligations undertaken herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below to be kept and performed, the sum of Five and No/100ths ($5.00) Dollars (the “Option Money”) paid by Tenant to Landlord, and other good and valuable consideration passing between the Parties, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant do enter into this Agreement upon the terms and conditions specified below:

OPTION TO LEASE

1. **GRANT OF OPTION, OPTION PERIOD.** In consideration the Option Money paid by Tenant to Landlord, Landlord does hereby grant the Tenant the absolute right or option to lease (the “Option to Lease”) the Property for a term of not less than sixty years by entering into the Lease (hereafter defined) with Landlord. The Option to Lease shall commence on the Effective Date of this Agreement and shall expire at 11:59 p.m. on December 31, 2021 (the “Option Period”). If the Tenant, on or before December 31, 2021, determines, in its sole discretion, that it will not build the Project, Tenant shall notify Landlord (the “Termination Notice”) and this Agreement shall be terminated as of the date of Landlord’s receipt of such Termination Notice, except for those provisions that specifically survive the termination of this Agreement. Upon payment of additional Option Money in the amount of One Thousand and No/100ths ($1,000.00) Dollars to the Landlord on or before December 31, 2021, the Option Period shall be extended to and expire at 11:59 p.m. on June 30, 2022 (the “Extended Option Period”)
2. **THE PROPERTY.** The property which is the subject of this Option to Lease is described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

3. **THE LEASE.** The proposed form of the lease of the Property by and between Landlord and Tenant for the term of not less than sixty years is contained in Exhibit B attached hereto (the "Lease") and incorporated herein by reference. The Mayor with advice from Corporation Counsel shall have the authority to modify the terms of the Lease if the Mayor determines such modifications are in the interest of the City. The form of Lease shall also be subject to further comments from Tenant's lender and/or Tenant's investors, provided, however, that in the event such further comments from Tenant's lender and/or investors would result in a material modification of the terms of the Lease, such material modifications may require further approval by the City Council of Charleston.

4. **EXERCISE OF OPTION TO LEASE.** During the Option Period (and Extended Option Period, as applicable), Tenant shall have the absolute right to exercise its Option to Lease the Property in accordance with the terms of this Agreement by giving the Landlord written notice of its intention to do so in the manner described in Section 19 herein ("Notice of Exercise"). If the option granted by this Agreement is exercised by the Tenant during the Option Period or Extended Option Period, then the Parties shall execute the Lease not more than 45 days after the Notice of Exercise.

5. **FAILURE TO EXERCISE.** If the Tenant provides a Termination Notice prior to expiration of the Option Period or the Extended Option Period, as applicable, the option granted herein shall be null and void and of no further force and effect and the Option Money shall be retained by the Landlord.

6. **INSPECTION.**

During the Option Period (and Extended Option Period, as applicable), Tenant and/or Tenant's agents or employees shall have the right to enter upon the Property during regular business hours to conduct such inspections, tests and studies as Tenant may deem necessary, provided:

(a) such inspections, tests and studies shall not interfere with or damage the Property; and

(b) Tenant shall leave the Property in at least the same condition as it was prior to the entry onto the Property by Tenant or his agents or employees or, in the event of any damage to the Property by Tenant or his agents or employees, Tenant shall immediately repair and restore the Property to its prior condition. Tenant agrees to indemnify and hold harmless Landlord from any loss or damage, including reasonable attorneys' fees, arising out of the inspections, tests or studies that Tenant, its agents or employees may conduct pursuant to this Paragraph, and to restore any damage to the Property resulting from such inspections. This indemnity and restoration obligation shall survive termination of this Agreement and the Closing of the transaction contemplated hereunder.

(c) In the event that Tenant causes a Phase 1 environmental site assessment of the Land and the Improvements (the "Phase 1 Assessment") to be performed, and the Phase 1 Assessment recommends the performance of a Phase 2 environmental site assessment or recommends subsurface investigations that involve borings or penetration of the Land, (the "Phase 2 Assessment"), Tenant may perform a Phase 2 Assessment only upon obtaining the prior written consent of Landlord. If Landlord permits Tenant to perform a Phase 2 Assessment,
Tenant must provide a copy of the Phase 1 Assessment and, if requested by Landlord, provide Landlord, at no cost, with a copy of the Phase 2 Assessment promptly after completion.

(d) Tenant understands and agrees the information during the inspection of the Property and the records is confidential and shall not be disclosed by the Tenant except to banks or other financial institutions, potential investors in the proposed project, and other third parties necessary for the development of the Property. If the Option is not exercised the Tenant shall return to the Landlord all documents and provide copies of all reports obtained during the inspection.

7. **LANDLORD’S REPRESENTATIONS AND WARRANTIES.** To induce Tenant to enter into this Agreement Landlord makes the following representations and warranties, all of which Landlord represents and warrants are true as of the Effective Date hereof and shall be true as of the Closing (as defined below):

(a) Reserved.

(b) There are no special assessments or condemnation or eminent domain proceedings which would affect the Property or any part thereof;

(c) Landlord has all necessary power to execute and deliver this Agreement and to perform all of the obligations of Landlord hereunder;

(d) Landlord has full capacity, power and authority to ground lease the Property to Tenant in accordance with the terms and conditions of this Agreement;

(e) Neither the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, nor the compliance with the terms, conditions and provisions hereof will conflict with, or result in a breach of, any of the terms, conditions or provisions of any agreement, order or other instrument or document to which Landlord is a party or by which it is bound.

(f) Landlord has not received written notice of any pending or threatened change to the zoning classification of the Property;

(g) Landlord has not received written notice of any actions, suits or proceedings pending or threatened before any court, agency, governmental authority or arbitrator related to the Property;

(h) Until the Closing, Landlord will continue to maintain the Property in its present condition and repair subject to normal wear and tear;

(i) Landlord has not received written notice of any violations of law, ordinances or orders of any governmental authority having jurisdiction over the Property;

(j) Reserved.

(k) Reserved.

(l) None of the representations or warranties of Landlord contained in this Agreement and, to the best of Landlord’s knowledge, no documents furnished in connection
herewith or in connection with the transactions contemplated hereby, contain, or at the Closing will contain, any untrue statement of a material fact necessary to make the statements of fact herein and therein not misleading.

8. **CLOSING.** At the Closing, Landlord and Tenant shall execute the Lease, the leasehold being free and clear of all defects, claims, liens and encumbrances except the Permitted Exceptions. At Closing, Landlord shall also execute and deliver to Tenant the following:

(a) A no lien affidavit reasonably satisfactory to the title insurance company issuing the title insurance on the Property for the benefit of the Tenant and/or his lender, in order to delete from the policies of title to be issued the standard printed exceptions relating to mechanics' liens and parties in possession;

(b) An original or true copies of such documents of Landlord which authorize the lease of the Property to Tenant and the execution of all closing documents by Landlord as are reasonably required by the title insurance company issuing the title insurance policy on the Property for the Tenant and/or its lender;

(c) Closing statement; and

(d) Such other instruments as are necessary or reasonable to consummate this transaction in accordance with the terms of this Agreement.

9. **CLOSING AND DELIVERY OF POSSESSION.** The closing of the transaction contemplated by this Agreement (herein referred to as the “Closing”) shall take place on or before the date which is forty-five (45) days after Landlord’s receipt of Tenant’s Notice of Exercise, at the offices of the Tenant’s Closing Attorney. Upon the consummation of the Closing, Tenant shall be entitled to possession of the Property.

10. **EXPENSES.** In addition to other provisions for the payment of the expenses contained in this Agreement, Landlord shall pay Landlord’s attorney’s fees. Tenant shall pay for the cost of the title examination and title insurance, Tenant’s attorney’s fees and other fees and expenses incurred by Tenant in connection with acquiring the leasehold.

11. **MATTERS TO WHICH THE LEASEHOLD MAY BE SUBJECT.** The Property is being leased subject to the following exceptions (the “Permitted Exceptions”) and, appropriate provisions shall be contained in the Lease and other closing documents making the same subject to the following matters:

(a) Ad valorem real property taxes for the year in which the transaction closes and all subsequent years;

(b) Any valid and legally enforceable roads and road right-of-ways, streets and easements for utilities, all whether by reservation, dedication or grant of record;

(c) Zoning and building ordinances, and rules and regulations of any governmental unit now or hereafter in effect;

(d) Any matters which would be disclosed by a current survey of the Property.

(f) All matters of public record as of the Effective Date hereof.
12. **CONDEMNATION.** In the event any portion of the Property shall be taken in an eminent domain proceeding prior to the Closing, Landlord shall promptly notify Tenant and Tenant, by notice to Landlord within thirty (30) days following Landlord’s notice, may elect to either: (a) terminate this Agreement in which event this Agreement shall thereafter be null, void and of no further effect and the Option Money shall be refunded to Tenant; or (b) continue this Agreement in full force and effect. In the event the Tenant elects to continue this Agreement in full force and effect, the Landlord shall assign to Tenant all of its rights in and to any such condemnation awards or proceedings.

13. **RISK OF LOSS.** The risk of any and all losses to the Property as a result of casualty from and after the Effective Date hereof shall be on the Landlord. In the event that the Property is damaged by casualty prior to the Closing Date, Landlord may elect to either: (a) if the Property can be restored to substantially the same condition as it existed prior to such casualty within sixty (60) days following the date of the casualty, Landlord may, at its option elect to repair and restore the Property and the Closing Date shall be extended accordingly; or (b) subject to the rights of the Tenant described in (c) below, Landlord may elect to terminate this Agreement upon written notice to Tenant in which event this Agreement shall thereafter be null, void and of no further effect and the Option Money shall be returned to Tenant; or (c) if Landlord elects not to repair and restore the Property, Tenant may elect to purchase the Property in its damaged condition and receive an assignment of Landlord’s insurance proceeds on the Property.

14. **BROKERS.** Landlord represents and warrants that no real estate brokerage commission is payable to any persons or entities in connection with the transaction contemplated hereby.

15. **DEFAULT BY THE LANDLORD.** In the event Landlord shall fail to perform or comply with any covenant, agreement or condition contained in this Agreement that is expressly required to be performed or complied with by Landlord on or prior to the Closing Date or should fail to consummate the transaction contemplated herein for any reason other than Tenant’s default, then Tenant, at the option of the Tenant, may:

   (a) elect to receive a full refund of the Option Money; or

   (b) proceed at law or in equity to enforce the Tenant’s rights under this Agreement.

16. **DEFAULT BY THE TENANT.** In the event Tenant shall fail to perform or comply with any covenant, agreement or condition contained in this Agreement that is required to be performed or complied with by the Tenant on or prior to the Closing Date or should fail to consummate the sale contemplated herein for any reason other than Landlord’s default, then Landlord, may:

   (a) retain the Option Money as liquidated damages; or

   (b) proceed at law or in equity to enforce the Landlord’s rights under this Agreement, including the right to compel specific performance of Tenant’s obligations under this Agreement.

Notwithstanding the preceding, the provisions of this Section 17 do not limit the liability of the Tenant to pay certain costs, indemnify the Landlord or restore damages to the Land as expressly provided in other sections of this Agreement.
17. **DOCUMENTS:** Within ten (10) days of the Effective Date hereof, Landlord shall provide Tenant with copies of:

(a) Any boundary, topographic, geotechnical, or other surveys of the Property and all environmental studies or similar reports on the Property in Landlord’s possession, if any; and

(b) Any existing title insurance policy or policies on the Property in Landlord’s possession.

18. **TIME.** Time is of the essence with respect to each and every provision of this Agreement. Any reference herein to time periods of less than six (6) days shall in the computation thereof include Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday, shall extend to 5:00 P.M. of the next full business day.

19. **NOTICES.** All notices or other communications provided for herein shall be in writing and shall be delivered in person or mailed by Registered or Certified Mail, Return Receipt Requested, and postage prepaid, to the parties at the following addresses:

**If to the Landlord:**

Geona Shaw Johnson, Director  
Housing and Community Development  
City of Charleston  
75 Calhoun Street, Suite 3200  
Charleston, SC 29401

With a copy to:

Susan J. Herdina  
City of Charleston  
50 Broad Street  
Charleston, SC 29401

David C. Humphrey, III, Esq.  
Haynsworth Sinkler Boyd, P.A.  
134 Meeting Street, 3rd Floor  
Charleston, SC 29401

**If to Tenant:**

Lowline Housing, L.p  
c/o NHE, Inc.  
PO Box 5539  
Greenville, SC 29606

With a copy to

Todd Brockmann, Esq.  
Brockmann Law  
17250 Lancaster Hwy #608  
Charlotte, NC 28277
Notices delivered in person shall be effective when delivered. Notices by Registered or Certified Mail shall be deemed effective as of the earlier of the date when received or three (3) days after deposit in the United States mail, properly addressed, with postage prepaid. Any party wishing to change its address or the name of the person to whom notices should be delivered from that set forth above may do so in accordance with the notice provisions set forth in this paragraph.

20. **PLANS AND SPECIFICATIONS:** Tenant and Landlord will consult on the design of the Project. Tenant shall initiate the design and plans for the Project and the Landlord shall approve or disapprove (with comments). Landlord shall have sixty (60) days to approve or disapprove the design plans. If no response is received by the Tenant within ten (10) days, the design matter presented shall be deemed disapproved. The foregoing approval is separate and distinct from any City (or other) regulatory approvals necessary for the Project to commence, specifically including the obligation of Tenant to obtain City BAR, DRB and TRC approval, which obligation Tenant acknowledges and accepts.

21. **RESERVED**

22. **RESERVED**

23. **MISCELLANEOUS PROVISIONS.**

   (a) **Counterparts.** Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument.

   (b) **Choice of Law.** This Agreement is to be governed by, enforced and construed in accordance with the laws of the State of South Carolina.

   (c) **Modification.** The parties acknowledge that no change, modification, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon any party hereto unless reduced to writing and signed by the party or parties against whom enforcement is sought.

   (d) **Assignment.** This Agreement shall inure to the benefit of and shall be binding upon the successors of the parties hereto except as otherwise stated herein. Tenant may not assign its rights and obligations pursuant to this Agreement; provided, however, that shall have the right, without Landlord’s consent, to assign its rights under this Agreement to a special purpose entity that is wholly owned by Tenant.

   (e) **Entire Agreement.** This Agreement contains the entire agreement between Landlord and Tenant and cannot be varied or modified except by written instrument signed by both parties hereto. The parties further agree that there are no other written or oral agreements, understandings, representations, or warranties which have not been expressly set forth herein.

   (f) **Attorney’s Fees.** If any litigation shall be instituted for the purpose of enforcing or interpreting any of the provisions of this Agreement, the prevailing party or parties, as determined by the Court having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an amount equal to all reasonable costs and expenses incurred in connection therewith, including, without limitation, reasonable legal expenses (including but not necessarily limited to fees for services of attorneys, paralegals and legal assistants) at the trial level and in connection with all appellate proceedings.
(g) **Waiver.** No waiver hereunder of any condition or breach shall be deemed to be a continuing waiver or a waiver of a subsequent breach.

(h) **Headings.** Headings used hereunder are for convenience only and do not constitute a substantive part of this Agreement.

(i) **Survival of Agreement.** The warranties and representations made herein shall survive the Closing hereof and shall merge with the delivery of all related documents.

(j) **Interpretation Presumption.** The parties represent and warrant to one another that each has, by counsel or otherwise contributed substantially and materially to the provisions of this Agreement, actively participated in the finalization of this Agreement, and in the event of a dispute concerning the interpretation of this Agreement, each party hereby waives the doctrine that an ambiguity should be interpreted against the party which has drafted the document.

[Signatures on following page]
IN WITNESS WHEREOF, the parties hereto have executed this Option to Lease Agreement as of the date first above written.

LANDLORD:

CITY OF CHARLESTON, S.C., a South Carolina public body corporate and politic
By: ____________________________
Its: ____________________________

TENANT:

LOWLINE HOUSING, L.P., a South Carolina limited partnership
By: ____________________________
Its: ____________________________
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2216 S DALLERTON CIRCLE (0.26 ACRE) (TMS# 310-07-00-044), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 11. THE PROPERTY IS OWNED BY DANIELLE D. CERASI.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.
B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.
C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 11 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 2216 S Dallerton Circle, (0.26 acre) is identified by the Charleston County Assessors Office as TMS# 310-07-00-044, (see attached map) and includes public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of ________, in the Year of Our Lord, ________, in the 245th Year of the Independence of the United States of America.

By:

John J. Tecklenburg
Mayor

Attest:

Jennifer Cook
Clerk of Council
Annexation Map

Location: West Ashley

Property Address: 2216 S Dallerton Cir

Tax Map # (TMS): 3100700044

Area (Acres): approx 0.26

Council District: 11
Annexation Profile

Parcel Address: 2216 S Dallerton Circle
Owner Names: Danielle D. Cerasi
Parcel ID: 3100700044

Mailing Address: 2216 S Dallerton Cir, Charleston, SC 29414
City Area: West Ashley
Subdivision: Sycope
Council District: 11
Within UGB: Yes

Presented to Council: 1/11/2022
Status: Received Signed Petition
Year Built: 1965
Number of Units: 1
Number of Persons: 1
Race: Caucasian
Acreage: 0.26
Current Land Use: Residential
Current Zoning: R-4
Requested Zoning: SR-1
Recommended Zoning: SR-1
Appraised Value: $338,000.00
Assessed Value: $13,520.00
Stormwater Fees: To Be Calculated

<table>
<thead>
<tr>
<th>Police</th>
<th>Located in existing service area - Team 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
<td>Located in existing service area - Station 11</td>
</tr>
</tbody>
</table>

Public Service

| Sanitation      | Located in existing contract area. One additional stop. |
| Storm Water     | Contiguous to existing service area. |
| Streets and Sidewalks | Additional mixed-maintenance right-of-way |

Traffic and Transportation

| Signalization   | None |
| Signage         | None |
| Pavement Markings | None |

Charleston Water System

| Charleston Water System | CWS service area. |

Planning

| Urban Growth Line | Property is a developed site within the line. |
| City Plan         | Low-Impact/Conserved |
| Elevation Range   | 6-8 ft |

Parks

| Parks | Already being served. |

Notes/Comments:

City Plan Recommendation: The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.
STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the
annexation of an area or property which is contiguous to a City by filing with the municipal
governing body a petition signed by all persons owning real estate in the area requesting
annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting
annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in West Ashley (approximately .26 acres) to be annexed is
identified by the Charleston County Assessors Office as Property Identification Number: TMS#
3100700044 (Address: 2216 S Dallerton Cir Charleston, SC 29414).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the
above described area into the municipal limits of the City of Charleston.

FREEHOLDERS (OWNERS) SIGNED

Danielle D. Cerasi

(Date)

(DOI NAME)

DATE OF SIGNATURE

12/17/2021

(Date)
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1506 N EDGEWATER DRIVE (1.59 ACRE) (TMS# 349-09-00-026), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 11. THE PROPERTY IS OWNED BY ELLISON C. AND JEANNE R. LIVINGSTON.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 11 of the City of Charleston, to wit:

Said property to be annexed, 1506 N Edgewater Drive, (1.59 acre) is identified by the Charleston County Assessors Office as TMS# 349-09-00-026, (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this ___ day of _______________________, in the Year of Our Lord, ________________, in the 246th Year of the Independence of the United States of America.

By: _______________________

John J. Tecklenburg
Mayor

Attest: _______________________

Jennifer Cook
Clerk of Council
Annexation Map

Location: West Ashley

Property Address: 1506 N Edgewater Dr

Tax Map # (TMS): 3490900026

Area (Acres): approx 1.59

Council District: 11

Legend
- Annexation Area
- Parcels
- Water
- Charleston City Limits

City of Charleston
Dept. of Planning, Preservation & Sustainability
2 George St, Third Floor
Charleston, SC 29401
www.charleston-sc.gov
## Annexation Profile

**Parcel Address:** 1506 N Edgewater Drive  
**Presented to Council:** 1/11/2022  
**Owner Names:** Ellison C. and Jeanne R. Livingston  
**Status:** Received Signed Petition  
**Year Built:** 2001  
**Number of Units:** 1  
**Number of Persons:** 2  
**Race:** Caucasian  
**Acreage:** 1.59  
**Current Land Use:** Residential  
**Mailing Address:** 1506 N Edgewater Cir  
**Current Zoning:** R-4  
**Address:** Charleston, SC 29407  
**Requested Zoning:** RR-1  
**Subdivision:** Edgewater Park  
**Recommended Zoning:** RR-1  
**Council District:** 11  
**Assessed Value:** $36,610.00  
**Within UGB:** Yes  
**Stormwater Fees:** To Be Calculated  

<table>
<thead>
<tr>
<th>Police</th>
<th>Located in existing service area - Team 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
<td>Located in existing service area - Station 11</td>
</tr>
<tr>
<td>Public Service</td>
<td></td>
</tr>
<tr>
<td>Sanitation</td>
<td>Located in existing service area. One additional stop.</td>
</tr>
<tr>
<td>Storm Water</td>
<td>Contiguous to existing service area.</td>
</tr>
<tr>
<td>Streets and Sidewalks</td>
<td>Additional State-maintained right-of-way</td>
</tr>
<tr>
<td>Traffic and Transportation</td>
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<td>Signalization</td>
<td>None</td>
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<tr>
<td>Signage</td>
<td>None</td>
</tr>
<tr>
<td>Pavement Markings</td>
<td>None</td>
</tr>
<tr>
<td>Charleston Water System</td>
<td>CWS service area.</td>
</tr>
<tr>
<td>Planning</td>
<td></td>
</tr>
<tr>
<td>Urban Growth Line</td>
<td>Property is a developed site within the line.</td>
</tr>
<tr>
<td>City Plan</td>
<td>Low-Impact/Conserved</td>
</tr>
<tr>
<td>Elevation Range</td>
<td>0-8 ft</td>
</tr>
<tr>
<td>Parks</td>
<td>Already being served.</td>
</tr>
</tbody>
</table>

**Notes/Comments:**  

**City Plan Recommendation:** The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.
STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in West Ashley (approximately 1.59 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS#: 349-09-00-026 (Address: 1506 N Edgewater Drive).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 13th day of December, 2021

FREEHOLDERS (OWNERS) SIGNED

Ellison C. Livingston
(Signature)

Ellison C. Livingston III
(Print Name)

Jeanne K Livingston
(Signature)

DATE OF SIGNATURE

12-13-21
(Date)

12/13/21
(Date)
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTIES KNOWN AS 30, 32 AND 34 WEDGEPARK ROAD, 43 AND 49 LOLANDRA AVENUE (0.99 ACRE) (TMS# 418-13-00-254 THROUGH 256, 260 AND 262), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 3. THE PROPERTIES ARE OWNED BY GLORY HOLDINGS, LLC.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:
   A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.
   B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.
   C) The area comprising the said properties is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described properties be and hereby are annexed to and made part of the City of Charleston and are annexed to and made part of present District 3 of the City of Charleston, to wit:

SAID PROPERTIES to be annexed, 30, 32 and 34 Wedgepark Road, 43 and 49 Lolandra Avenue, (0.99 acre) are identified by the Charleston County Assessors Office as TMS# 418-13-00-254 through 256, 260 and 262, (see attached map) and includes all public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this ______ day of
________________________ in the Year of Our Lord,
__________, in the 246th Year of the Independence of the
United States of America.

By:

___________________________________________
John J. Tecklenburg
Mayor

Attest:

___________________________________________
Jennifer Cook
Clerk of Council
Annexation Map

Location: West Ashley
30, 32 & 34 Wedgepark

Property Address: Rd, 43 & 49 Lolina Dr Av
4181300254 - 256, 260

Tax Map # (TMS): & 262

Area (Acres): approx 0.99

Council District: 3
# Annexation Profile

**Parcel Address:** 30 Wedgepark Road  
**Presented to Council:** 1/11/2022  
**Status:** Received Signed Petition  
**Year Built:** 1945  
**Number of Units:** 1  
**Number of Persons:** 0  
**Race:**  
**Acreage:** 0.19  
**Current Land Use:** Residential  
**Current Zoning:** R-4  
**Requested Zoning:** SR-2  
**Recommended Zoning:** SR-2  
**Appraised Value:** $248,400.00  
**Assessed Value:** $9,120.00  
**Stormwater Fees:** To Be Calculated  

<table>
<thead>
<tr>
<th>Police</th>
<th>Located in existing service area - Team 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
<td>Located in existing service area - Station 10</td>
</tr>
<tr>
<td>Public Service</td>
<td></td>
</tr>
<tr>
<td>Sanitation</td>
<td>Located in existing service area. One additional stop.</td>
</tr>
<tr>
<td>Storm Water</td>
<td>Contiguous to existing service area.</td>
</tr>
<tr>
<td>Streets and Sidewalks</td>
<td>Additional mixed-maintenance right-of-way</td>
</tr>
<tr>
<td>Traffic and Transportation</td>
<td></td>
</tr>
<tr>
<td>Signalization</td>
<td>None</td>
</tr>
<tr>
<td>Signage</td>
<td>None</td>
</tr>
<tr>
<td>Pavement Markings</td>
<td>None</td>
</tr>
<tr>
<td>Charleston Water System</td>
<td>CWS service area.</td>
</tr>
<tr>
<td>Planning</td>
<td></td>
</tr>
<tr>
<td>Urban Growth Line</td>
<td>Property is a developed site within the line.</td>
</tr>
<tr>
<td>City Plan</td>
<td>Suburban</td>
</tr>
<tr>
<td>Elevation Range</td>
<td>11-13 ft</td>
</tr>
<tr>
<td>Parks</td>
<td>Already being served.</td>
</tr>
</tbody>
</table>

**Notes/Comments:**

**City Plan Recommendation:** The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.
STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON  

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in West Ashley (approximately 0.19 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 919-13-06-156 (Address: 35 Wedge Park Road, Charleston, SC 29407).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

FREEHOLDERS (OWNERS) SIGNED

(Signature)

Bryan Weeks
(Print Name)

(Signature)

Jessica Jerrao
(Print Name)

DATE OF SIGNATURE

12/22/21
(Date)
Annexation Profile

Parcel Address: 32 Wedgepark Road
Presented to Council: 1/11/2022
Status: Received Signed Petition

Owner Names: Glory Holdings, LLC
Year Built:
Number of Units: 0
Number of Persons: 0
Race:
Acreage: 0.20
Current Land Use: Residential
Current Zoning: R-4
Requested Zoning: SR-2
Recommended Zoning: SR-2
Appraised Value: $96,600.00
Assessed Value: $2,300.00
Stormwater Fees: To Be Calculated

Mailing Address: 501 Belle Hall Pkwy, Unit 201
City Area: Mt Pleasant, SC 29464
City Area: West Ashley
Subdivision: Carolina Terrace
Council District: 3
Within UGB: Yes

<table>
<thead>
<tr>
<th>Police</th>
<th>Located in existing service area - Team 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
<td>Located in existing service area - Station 10</td>
</tr>
</tbody>
</table>
| Public Service
Sanitation | Located in existing service area. Property is undeveloped. |
Storm Water | Contiguous to existing service area. |
Streets and Sidewalks | Additional mixed-maintenance right-of-way |
Traffic and Transportation
Signalization | None |
Signage | None |
Pavement Markings | None |
Charleston Water System | CWS service area. |
Planning
Urban Growth Line | Property is an undeveloped site within the line. |
City Plan | Suburban |
Elevation Range | 11-13 ft |
Parks | Already being served. |

Notes/Comments:

City Plan Recommendation: The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.
STATE OF SOUTH CAROLINA  )
COUNTY OF CHARLESTON  )

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in West Ashley (approximately 0.2 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 419-13-00-255 (Address: 32 Wedgepark Road, Charleston, SC 29407).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

FREEHOLDERS (OWNERS) SIGNED

27
(Signature)

Brian Wells
(Print Name)

DATE OF SIGNATURE:

12/22/21
(Date)

12/22/21
(Date)
# Annexation Profile

**Parcel Address:** 34 Wedgepark Road  
**Presented to Council:** 1/11/2022  
**Status:** Received Signed Petition  
**Year Built:** 1950  
**Number of Units:** 1  
**Number of Persons:** 0  
**Race:**  
**Acreage:** 0.16  
**Current Land Use:** Residential  
**Current Zoning:** R-4  
**Requested Zoning:** SR-2  
**Recommended Zoning:** SR-2  
**Appraised Value:** $415,800.00  
**Assessed Value:** $10,300.00  
**Stormwater Fees:** To Be Calculated

**Mailing Address:** 501 Belle Hall Pkwy, Unit 201  
**Address:** Mt Pleasant, SC 29464  
**City Area:** West Ashley  
**Subdivision:** Carolina Terrace  
**Council District:** 3  
**Within UGB:** Yes

<table>
<thead>
<tr>
<th>Service</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police</td>
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<td>Public Service</td>
<td></td>
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<tr>
<td>Sanitation</td>
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<tr>
<td>Storm Water</td>
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<tr>
<td>Streets and Sidewalks</td>
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<td>Pavement Markings</td>
<td>None</td>
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<td>Charleston Water System</td>
<td>CWS service area.</td>
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<tr>
<td>Planning</td>
<td></td>
</tr>
<tr>
<td>Urban Growth Line</td>
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<tr>
<td>City Plan</td>
<td>Suburban</td>
</tr>
<tr>
<td>Elevation Range</td>
<td>11-12 ft</td>
</tr>
<tr>
<td>Parks</td>
<td>Already being served.</td>
</tr>
</tbody>
</table>

**Notes/Comments:**

**City Plan Recommendation:** The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.
STATE OF SOUTH CAROLINA 
COUNTY OF CHARLESTON 

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in West Ashley (approximately 0.14 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS: 419-13-00-254 (Address: 34 Wedgepark Road, Charleston, SC 29407).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

FREEHOLDERS (OWNERS) SIGNED

(Signature)

Bryan Wells

(Print Name)

(Signature)

(Firmia Kerns)

(Print Name)

DATE OF SIGNATURE

12/22/21

(Date)

12/22/21

(Date)
Annexation Profile

Parcel Address: 49 Lolandra Avenue
Owner Names: Glory Holdings, LLC
Parcel ID: 4181300262

Presented to Council: 1/11/2022
Status: Received Signed Petition
Year Built: 1938
Number of Units: 1
Number of Persons: 0
Race:
Acreage: 0.22
Current Land Use: Residential
Current Zoning: R-4
Requested Zoning: SR-1
Recommended Zoning: SR-1
Appraised Value: $264,700.00
Assessed Value: $10,090.00
Stormwater Fees: To Be Calculated

<table>
<thead>
<tr>
<th>Police</th>
<th>Located in existing service area - Team 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
<td>Located in existing service area - Station 10</td>
</tr>
<tr>
<td>Public Service</td>
<td></td>
</tr>
<tr>
<td>Sanitation</td>
<td>Located in existing service area. One additional stop.</td>
</tr>
<tr>
<td>Storm Water</td>
<td>Contiguous to existing service area.</td>
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<td>Streets and Sidewalks</td>
<td>Additional County-maintained right-of-way</td>
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<td>Traffic and Transportation</td>
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</tr>
<tr>
<td>Signalization</td>
<td>None</td>
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<td>Signage</td>
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<td>Pavement Markings</td>
<td>None</td>
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<tr>
<td>Charleston Water System</td>
<td>CWSS service area.</td>
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<tr>
<td>Elevation Range</td>
<td>9-12 ft</td>
</tr>
<tr>
<td>Parks</td>
<td>Already being served.</td>
</tr>
</tbody>
</table>

Notes/Comments:

City Plan Recommendation: The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.
STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the
annexation of an area or property which is contiguous to a City by filing with the municipal
governing body a petition signed by all persons owning real estate in the area requesting
annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting
annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in West Ashley (approximately 0.72 acres) to be annexed is
identified by the Charleston County Assessors Office as Property Identification Number: TMS#
418-13-00-162 (Address: 49 Lelandia Av, Charleston, SC 29407)

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the
above described area into the municipal limits of the City of Charleston.

FREETHOLDERS (OWNERS) SIGNED DATE OF SIGNATURE

(Signature) 12/22/21

(Bryan Wills) (Date)

(Print Name) 12/22/21

(Jessica Lewis) (Date)
# Annexation Profile

**Parcel Address:** 43 Lolandra Avenue  
**Presented to Council:** 1/11/2022  
**Status:** Received Signed Petition  
**Year Built:** 1935

**Owner Names:** Glory Holdings, LLC  
**Number of Units:** 1  
**Number of Persons:** 0

**Parcel ID:** 4181300260  
**Race:**  
**Acreage:** 0.22  
**Current Land Use:** Residential  
**Current Zoning:** R-4  
**Requested Zoning:** SR-1  
**Recommended Zoning:** SR-1  
**Appraised Value:** $319,200.00  
**Assessed Value:** $13,610.00  
**Stormwater Fees:** To Be Calculated

<table>
<thead>
<tr>
<th>Police</th>
<th>Located in existing service area - Team 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
<td>Located in existing service area - Station 10</td>
</tr>
</tbody>
</table>

**Public Service**

**Sanitation**  
Located in existing service area. One additional stop.

**Storm Water**  
Contiguous to existing service area.

**Streets and Sidewalks**  
Additional County-maintained right-of-way

**Traffic and Transportation**

**Signalization**  
None

**Signage**  
None

**Pavement Markings**  
None

**Charleston Water System**  
CWS service area.

**Planning**

**Urban Growth Line**  
Property is a developed site within the line.

**City Plan**  
Suburban

**Elevation Range**  
10-12 ft

**Parks**  
Already being served.

---

**City Plan Recommendation:** The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.
STATE OF SOUTH CAROLINA  )  PETITION FOR ANNEXATION
COUNTY OF CHARLESTON   )

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the
annexation of an area or property which is contiguous to a City by filing with the municipal
governing body a petition signed by all persons owning real estate in the area requesting
annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting
annexation, and

WHEREAS, the area requesting annexation is described as follows. to wit:

SAID PROPERTY, located in West Ashley (approximately 0.22 acres) to be annexed is
identified by the Charleston County Assessors Office as Property Identification Number: TMS# 412-18-00-264
Address: 48 Calandra Avenue, Charleston, SC 29407

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the
above described area into the municipal limits of the City of Charleston.

FREETHOLDERS (OWNERS) SIGNED  DATE OF SIGNATURE

(Signature)  12/22/21

(Print Name)  (Date)

(Signature)  12/22/21

(Print Name)  (Date)
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2319 LAZY RIVER DRIVE (0.62 ACRE) (TMS# 310-14-00-014), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 11. THE PROPERTY IS OWNED BY CARL E. SEEL, SR. AND JEAN B. SEEL.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 11 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 2319 Lazy River Drive, (0.62 acre) is identified by the Charleston County Assessors Office as TMS# 310-14-00-014, (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this ______ day of ____________, in the Year of Our Lord, __________, in the 246th Year of the Independence of the United States of America.

By:

John J. Tecklenburg
Mayor

Attest:

Jennifer Cook
Clerk of Council
# Annexation Profile

**Parcel Address:** 2319 Lazy River Drive  
**Presented to Council:** 1/11/2022

**Owner Names:** Carl E. Seel, Sr. and Jean B. Seel  
**Status:** Received Signed Petition

**Parcel ID:** 3101400014  
**Year Built:** 1964

**Mailing Address:** 2319 Lazy River Dr  
**Number of Units:** 1

**City Area:** West Ashley  
**Number of Persons:** 2

**Subdivision:** Parkdale  
**Race:** Caucasian

**Council District:** 11  
**Acreage:** 0.62

**Within UGB:** Yes  
**Current Land Use:** Residential

## Police
- Located in existing service area - Team 4

## Fire
- Located in existing service area - Station 11

## Public Service

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sanitation</td>
<td>Located in existing contract area. One additional stop.</td>
</tr>
<tr>
<td>Storm Water</td>
<td>Contiguous to existing service area.</td>
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<td>Streets and Sidewalks</td>
<td>Additional State-maintained right-of-way</td>
</tr>
</tbody>
</table>

## Traffic and Transportation

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signallization</td>
<td>None</td>
</tr>
<tr>
<td>Signage</td>
<td>None</td>
</tr>
<tr>
<td>Pavement Markings</td>
<td>None</td>
</tr>
</tbody>
</table>

## Charleston Water System
- CWS service area.

## Planning

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Urban Growth Line</td>
<td>Property is a developed site within the line.</td>
</tr>
<tr>
<td>City Plan</td>
<td>Low-Impact/Conserved.</td>
</tr>
<tr>
<td>Elevation Range</td>
<td>3-12 ft</td>
</tr>
<tr>
<td>Parks</td>
<td>Already being served.</td>
</tr>
</tbody>
</table>

## Notes/Comments:

- The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.
STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON  

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in West Ashley (approximately 0.62 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 31D-14-00-014 (Address: 2319 Lazy River Dr. Charleston, S.C. 29414).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

FREEHOLDERS (OWNERS) SIGNED                  DATE OF SIGNATURE

Carl E. Seel                                   12-23-2021
(Signature)                                    (Date)

Carl E. Seel                                    12-23-2021
(Print Name)                                    (Date)

Joy B. Seel                                    12-23-2021
(Signature)                                    (Date)

Jean B. Seel
(Print Name)