



NOTICE OF MEETING

A meeting of the Committee on Real Estate will be held beginning at 3:00 p.m. Monday, January 26, 2026: <https://www.youtube.com/@CityofCharlestonSCgov/streams>

The agenda will be as follows:

AGENDA

Invocation – Councilmember Gregg

Approval of Minutes:

December 15, 2025

- a. Approval of a Governmental Real Estate Lease between the City as Landlord and MUSC as Tenant for the lease of 1,143 parking spaces in the Hagood-Fishburne Lot for a term of three (3) years beginning June 1, 2026 and ending May 31, 2029. (305 Fishburne Street, TMS#s 4600000022 and 4600000008). The property is owned by the City of Charleston. [Ordinance]
- b. Approval of an ordinance amending Exhibit H of the Public Infrastructure Improvements Agreement between City of Charleston and Ashley Landing (Edens), LLC to reduce the number of multi-family units from 325 to 285 and commensurate affordable housing units (10%) from 32 to 29. (14 Sumar Street, TMS# 352-08-00-006). The property is owned by Ashley Landing (Edens), LLC. [Ordinance]
- c. Please consider the following annexations:
 - (i). Two Parcels off Adele Street (0.26 acre) (TMS# 351-07-00-056; 351-07-00-055), West Ashley (District 7). The property is owned by Bubsy LLC.
 - (ii). 1444 Joy Avenue (0.23 acre) (TMS# 352-13-00-190), West Ashley (District 9). The property is owned by Nathan Hertel.
 - (iii). 1310 and 1312 S Edgewater Drive (0.6 acre) (TMS# 349-13-00-028), West Ashley (District 11). The property is owned by Brandy and David Arnold.
 - (iv). 1309 N Edgewater Drive (0.49 acre) (TMS# 349-13-00-079), West Ashley (District 11). The property is owned by Nasser and Mary Lisa Razmyar.
 - (v). 1450 S Edgewater Drive (0.62 acre) (TMS# 349-13-00-047), West Ashley (District 11). The property is owned by Nancy C Meyer.

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.

a.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee DATE: 1/26/2026
 FROM: Real Estate DEPT: BFRC
 ADDRESS: 305 Fishburne Street
 TMS: 4600000022 and 4600000008
 PROPERTY OWNER: City of Charleston

Council approval of Governmental Real Estate Lease between the City as Landlord and MUSC as Tenant for the lease of 1,143 parking spaces in the Hagood-Fishburne Lot for a term of three (3) Years beginning June 1, 2026 and ending May 31, 2029.

ORDINANCE: Is an ordinance required? Yes No

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

	<u>Signature</u>	<u>Attachments</u>
Department Head	<hr/>	<input type="checkbox"/>
Legal Department	 <hr/>	<input checked="" type="checkbox"/>
Chief Financial Officer	 Mandy Deputy CFO <hr/>	<input checked="" type="checkbox"/>
Director Real Estate Management	 <hr/>	<input checked="" type="checkbox"/>
	<hr/>	<input type="checkbox"/>

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).

*Commercial Property and Community & Housing Development have an additional form.

TO: Real Estate Committee DATE: 1/26/2026
FROM: Real Estate DEPT: BFRC
ADDRESS: 305 Fishburne Street
TMS: 4600000022 and 4600000008
PROPERTY OWNER: City of Charleston
Council approval of Governmental Real Estate Lease between the City as Landlord and MUSC as Tenant for the lease of 1,143 parking spaces in the Hagood-Fishburne Lot for a term of three (3) Years
ACTION REQUEST: beginning June 1, 2026 and ending May 31, 2029.

ORDINANCE: Is an ordinance required? Yes No

ACTION: What action is being taken on the Property mentioned?

<input type="checkbox"/>	ACQUISITION	Seller (Property Owner)	<hr/>	Purchaser	<hr/>
<input type="checkbox"/>	DONATION/TRANSFER	Donated By: <hr/>			
<input type="checkbox"/>	FORECLOSURE	Terms: <hr/>			
<input type="checkbox"/>	PURCHASE	Terms: <hr/>			
<input type="checkbox"/>	CONDEMNATION	Terms: <hr/>			
<input type="checkbox"/>	OTHER	Terms: <hr/>			
 <input type="checkbox"/>	SALE	Seller (Property Owner)	<hr/>	Purchaser	<hr/>
<input type="checkbox"/>	NON-PROFIT ORG, please name	<hr/>			
<input type="checkbox"/>	Terms: <hr/>	<hr/>			
<input type="checkbox"/>	OTHER	<hr/>			
<input type="checkbox"/>	Terms: <hr/>	<hr/>			
 <input type="checkbox"/>	EASEMENT	Grantor (Property Owner)	<hr/>	Grantee	<hr/>
<input type="checkbox"/>	PERMANENT	<hr/>			
	Terms: <hr/>	<hr/>			



TEMPORARY

Terms: _____



LEASE

Lessor: City of Charleston Lessee: MUSC



INITIAL

- 1,143 parking spaces, including covered bus shed
- \$52.19 per space, or \$59,653.17 per month. Annual increase based on CPIU change, capped at 3%
- Three (3) years beginning June 1, 2026 and ending May 31, 2029.
- Two options of one year each

Terms: _____



RENEWAL

Terms: _____



AMENDMENT

Terms: _____



Improvement of Property

Owner: _____

Terms: _____

BACKGROUND CHECK: If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes No N/A

Results: _____

Signature:



Director Real Estate Management

ADDITIONAL: Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

NEED: Identify any critical time constraint(s).



Ratification
Number _____

AN ORDINANCE

AUTHORIZING THE MAYOR TO ENTER INTO, ON BEHALF OF THE CITY, A CERTAIN GOVERNMENTAL REAL ESTATE LEASE BY AND BETWEEN THE CITY OF CHARLESTON (LANDLORD) AND THE MEDICAL UNIVERSITY OF SOUTH CAROLINA (TENANT) FOR 1,143 PARKING SPACES AND A COVERED BUS SHED LOCATED AT THE SOUTHWEST CORNER OF FISHBURNE STREET AND HAGOOD AVENUE, KNOWN AS THE HAGOOD-FISHBURNE LOT, FOR AN INTIAL TERM OF THREE YEARS.

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

Section 1. The Mayor is hereby authorized to execute on behalf of the City that certain "Real Estate Lease Agreement" by and between the City of Charleston as Landlord and the Medical University of South Carolina (the "MUSC") as Tenant for the MUSC's lease of a 1,143 parking spaces and a covered bus shed in the Hagood-Fishburne Lot (TMS 460-00-00-022 and 460-00-00-008) for an initial term of three years. A copy of said Lease Agreement is attached hereto and incorporated herein by reference.

Section 2. This Ordinance shall become effective upon ratification.

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

By:

William S. Cogswell, Jr.
Mayor

Attest:

Jennifer Cook
Clerk of Council

GOVERNMENTAL REAL ESTATE LEASE

THIS LEASE AGREEMENT (the "Lease") is made as of the Effective Date (which is the date on which the Department of Administration, Real Property Services, approves this Lease as set forth on the signature page) by and between: The City of Charleston (the "Landlord") having an address at 2 George Street, Suite 3601, Charleston, SC 29401, and the Medical University of South Carolina (MUSC) (the "Tenant"), an agency, institution, department (including any division or bureau thereof) or political subdivision of the State of South Carolina having an address at 22 WestEdge Street, Suite 300, Charleston, SC 29403.

ARTICLE 1 - DEMISE OF PREMISES

1.1. Landlord hereby leases and lets to Tenant and Tenant hereby takes and hires from Landlord, upon and subject to the terms, covenants and provisions hereof, 1,143 parking spaces and a covered bus shelter located at the southeast corner of Fishburne Street and Hagood Avenue and known as the Fishburne Ballpark Parking Lot or Hagood-Fishburne Lot, Charleston, SC 29403 in the County of Charleston, State of South Carolina (the "Parking Lot"), together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto.

ARTICLE 2 - TERM

2.1. The term of this Lease shall be three (3) years (the "Term") beginning on June 1, 2026 (the "Commencement Date") and, unless terminated or extended, shall end on May 31, 2029, (the "Termination Date"). Provided there is no continuing event of default hereunder by Tenant, Tenant shall have the right to extend the term of this Lease for up to 2 consecutive terms of one (1) year each (the "Extended Term") upon the same terms and conditions contained herein, by giving written notice to Landlord of Tenant's intent to extend the then existing term at least one hundred and twenty (120) days prior to the expiration of the then existing term.

ARTICLE 3 - RENT

3.1. Tenant shall pay rent (the "Rent") to Landlord during the first year of the Term at the rate of \$52.19 per parking space, an annual aggregate amount of \$715,838.04, payable in equal monthly installments of \$59,653.17 in advance on or before the tenth (10th) day of each consecutive calendar month. Rent for the Term shall be increased annually as of the anniversary dated of the Commencement Date of each year for any change in the U.S. Consumer Price Index for all Urban Consumers (CPI-U) based on the percent change in the monthly index for April of each year, subject, however, to a 3% cap on annual increases over the immediately preceding year, regardless of whether the percent change in the CPI-U is higher than said cap. In no event shall rent be decreased due to any decrease in a CPI-U monthly index.

3.2. All rental payments to be made by Tenant pursuant to this Lease shall be apportioned and prorated as of the Commencement Date and the Termination Date or as of the date of an earlier termination pursuant to this Lease, as the case may be.

3.4. Unless notified otherwise in writing, all payments of Rent shall be mailed to Landlord at:

City of Charleston
2 George Street, Suite 3601
Charleston, SC 29401

ARTICLE 4 - USE

- 4.1. Tenant shall have the right to use the parking spaces in the Parking Lot for surface parking only.
- 4.2. Tenant shall have the right to use the parking spaces in the Parking Lot for parking Monday through Friday between the hours of 5:00 AM and 1:00 AM of the following day; provided, however, Tenant may use no more than 150 parking spaces at any one time in the Parking Lot between the hours of 5:00 PM and 1:00 AM of the following day.
- 4.3. If during the Term the application of any statute, code or ordinance of any government, authority, agency, official or officer applicable to the Parking Lot makes it impossible or not economical for Tenant to operate in the Parking Lot in accordance with subparagraph 4.1 or 4.2, then Tenant, at its option, may terminate this Lease, whereupon the Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

ARTICLE 5 - ASSIGNMENT AND SUBLETTING

- 5.1. Tenant shall have the absolute right to assign this Lease or sublet the bus shelter and parking spaces in the Parking Lot to any State agency, institution, department, bureau, political subdivision or State-operated entity, and, with the prior written consent of Landlord, which shall not be unreasonably withheld, to any other person or party, provided that any such assignment or sublease shall be upon the same terms and conditions as this Lease.

ARTICLE 6 - SERVICES

- 6.1. The services provided by the Landlord to Tenant as part of Rent shall include, but are not limited to, providing and making payment for all lighting, including all repairs, of the Parking Lot and for all maintenance and repairs to the Parking Lot, including but not limited to, the repair of any pot holes and maintaining all gravel and paved areas in good condition.

- 6.2. Tenant is responsible for obtaining and making payment for security services and trash pick-up, and for keeping the grounds of the Parking Lot in a clean condition.

ARTICLE 7 – LANDLORD'S REPRESENTATIONS AND WARRANTIES

- 7.1. Landlord represents and warrants to Tenant that:
 - (a) Landlord is the owner of the Parking Lot in fee simple, that title is marketable and not subject to any defects or encumbrances which could adversely affect the use of the Parking Lot as contemplated by this Lease; that Landlord has full right, power and authority to execute and deliver this Lease and to grant to Tenant the exclusive use and possession of the parking spaces and bus shelter in the Parking Lot;
 - (b) The use of the Parking Lot contemplated by the Lease will be a permitted use under all applicable statutes, codes, rules, regulations and ordinances now in effect and, to the best of the Landlord's knowledge, there are no pending proceedings or plans to change such statutes, codes, rules, regulations and ordinances;
 - (c) Neither the Parking Lot, nor any portion thereof, is being condemned or taken by eminent domain and, to the best of the Landlord's knowledge, no such proceedings are contemplated by any lawful authority;

(d) Landlord will keep the Parking Lot in good order and repair and make all reasonable improvement to maintain the Parking Lot for its intended purpose, normal wear and tear accepted, with the exception or damage to the Parking Lot which is caused by Tenant;

7.2. Landlord acknowledges that Tenant is relying upon each of the representations and warranties set forth in subparagraph 7.1 and that the matters represented and warranted by Landlord are substantial and material to Tenant. In the event such representations and warranties shall be breached by Landlord, Tenant, at its sole election, may terminate this Lease in accordance with subparagraph 13.1(e).

ARTICLE 8 – TENANT'S COVENANTS

8.1. Tenant covenants and agrees that it shall:

(a) Pay Rent when due provided, however, that should any rent become more than fifteen (15) days past due, Landlord shall give Tenant notice in writing to pay the same within fifteen (15) days of receipt of such notice;

(b) Maintain the parking spaces in the Parking Lot in a clean and good condition and return the same to Landlord at the termination of this Lease in a good and clean condition. Tenant shall not be obligated to make any repairs arising out of or in any way caused by 1) settling, 2) defects in labor, workmanship, materials, fixtures or equipment employed, supplied or installed by or on behalf of Landlord, or 3) the negligence of Landlord, its agents or employees.

(c) Comply with all statutes, codes, ordinances, rules and regulations applicable to the Parking Lot;

(d) Give Landlord reasonable notice of any accident, damage, destruction or occurrence affecting the Parking Lot; and

(e) Allow Landlord reasonable access to the parking spaces and bus shelter in the Parking Lot for inspections.

(f) Provide general liability insurance coverage on the Parking Lot for personal injury, property damage, or death arising out of the Tenant's use and enjoyment of premises. The limits of such insurance coverage shall be \$300,000.00 for personal injury, per person per occurrence, \$600,000.00 for personal injury in the aggregate per occurrence, and \$300,000.00 for property damage, per occurrence. A certificate of insurance evidencing the coverage required herein shall be provided to the Landlord upon the execution of the Lease. Landlord reserves the right to increase the limits of coverage required to maintain compliance with limits of liability attributable to Tenant under S.C. Code of Laws Ann. Sec. 15-78-10, et. seq., the South Carolina Tort Claims Act; and

8.2. Tenant acknowledges that Landlord is relying upon each of the representations and covenants set forth in subparagraph 8.1 and that the matters represented and covenants by Tenant are substantial and material to Landlord. In the event such representations shall be breached by Tenant, Landlord, at its sole election, may terminate this Lease in accordance with subparagraph 13.1(d).

ARTICLE 9 – INTENTIONALLY OMITTED

ARTICLE 10 - ADDITIONS, IMPROVEMENTS AND ALTERATIONS

10.1. Tenant may, with the prior written consent of Landlord, which shall not be unreasonably withheld, make nonstructural additions, improvements or alterations to the Parking Lot ("Improvements") at its sole cost and expense. Each such improvement shall be completed in a good and workmanlike manner and in accordance with all applicable codes, rules and regulations. Tenant shall advise Landlord, when requesting consent to install Tenant Improvements, whether Tenant will remove the Improvements at the termination of this Lease. If Tenant elects not to remove the Improvements, the Improvements shall become part of the Parking Lot and subject to this Lease. If the Improvements will be removed by Tenant, Tenant shall restore the Parking Lot to its condition prior to such installation.

10.2. Landlord agrees that all trade fixtures, signs, equipment, furniture or other personal property of whatever kind or nature kept or installed at the Parking Lot by Tenant shall not become the property of Landlord or a part of the realty no matter how affixed to the Parking Lot and may be removed by Tenant at any time and from time to time during the Term of this Lease.

ARTICLE 11 - CONDEMNATION AND CASUALTY

11.1. If there is any damage to or destruction of the Parking Lot or any portions thereof, or if any proceedings or negotiations are instituted which do or may result in a taking by condemnation or eminent domain ("Taking"), each party will promptly give notice thereof to the other, describing the nature and extent thereof.

11.2. If the restoration, replacement or rebuilding of the Parking Lot or any portion thereof as nearly as practicable to its value, condition and character immediately prior to any damage, destruction or Taking ("Restoration") can be completed within ninety (90) days after the occurrence, Landlord will promptly commence and complete Restoration of the Parking Lot.

11.3. If Restoration cannot be completed within ninety (90) days after the occurrence, then Tenant may terminate this Lease by notice to Landlord given within ten (10) days following the earlier to occur of (a) the date the Restorations should have been completed, or (b) the date on which Landlord advises Tenant that the Restorations cannot be completed within ninety (90) days of the occurrence, whereupon Rent and any other payments by Tenant hereunder shall be apportioned as of the date of the damage, destruction or Taking.

11.4. Upon damage or destruction to the Parking Lot or upon a Taking thereof which does not result in termination pursuant to subparagraph 10.3 of this Lease, Rent and any other payments and charges payable by Tenant hereunder shall abate as of the date of the occurrence, or in the case of partial damage, destruction or Taking which does not cause Tenant to discontinue use of the Parking Lot as contemplated herein, the Rent and any other payments and charges shall be equitably apportioned.

11.5. Nothing contained herein shall be deemed or construed to prevent Tenant from asserting and prosecuting a claim for the value of its leasehold estate, its leasehold improvements or moving and related costs in the event of any Taking.

ARTICLE 12 - TENANT CANCELLATION PRIVILEGE

12.1. Notwithstanding the Commencement Date and Termination Date set forth in subparagraph 2.1 of this Lease, Tenant shall have the right to cancel this Lease or to relinquish any portion of the Parking Lot upon giving Landlord thirty (30) days written notice of its cancellation hereof upon the occurrence of any one or more of the following:

- (a) If appropriations, revenue, income, grants or other funding, from any source (including but not limited to Federal, State and/or County sources), are not provided to the Tenant in an amount sufficient to carry out the purposes and programs of Tenant, including the payment of Rent and all other payment obligations of Tenant pursuant to this Lease; or
- (b) If the Tenant or Landlord is dissolved or no longer performs the functions and purposes ascribed to it; or
- (c) If at any time during the Term the area in the Parking Lot is inadequate, insufficient or unnecessary for the normal operations and maximum efficiency of Tenant; or
- (d) If either party shall have breached any covenant, condition, representation or warranty made by them in this Lease and such breach shall have continued uncured or uncorrected for a period of thirty (30) days after notice by the non-breaching party to the breaching party of such breach and request to cure or correct.

12.2. In addition to the cancellation privileges set forth in subparagraph 12.1, Tenant and Landlord shall each have the right to terminate leasing some or all of the parking spaces under this Lease for convenience at any time by giving one hundred twenty (120) days' written notice to the other of its intention to do so.

ARTICLE 13 – LANDLORD CANCELLATION

13.1. In addition to any and all other cancellation privileges as may be set forth herein, Landlord shall be entitled to cancel this Lease and take full possession of the parking spaces and bus shelter on the failure of the Tenant to pay Rent within the timeframe as set for in Article 8.1 (a).

13.2. Landlord shall be entitled to cancel this Lease and take full possession of the parking spaces and bus shelter upon the failure of Tenant to honor the representations and covenants contained in Article 8.1 (b) – (g) and Article 8.2 after 30 days' notice from Landlord to cure or correct the deficiency.

ARTICLE 14 - SURRENDER

14.1. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Parking Lot to Landlord in good order and condition, except for ordinary wear and tear. Tenant shall remove from the Parking Lot on or prior to such expiration or earlier termination all of its property situated therein.

14.2. Upon damage or destruction to the Parking Lot which renders it unusable or upon a Taking thereof which results in termination, Rent and other payments and charges payable by Tenant hereunder shall abate as of the date of the occurrence. In the case of partial damage, destruction or Taking which does not cause Tenant to discontinue use of the Parking Lot as contemplated herein, the Basic Rent and any other payments and charges shall be equitably apportioned.

ARTICLE 15 - NOTICES

15.1. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given

when either (i) personally delivered, or (ii) sent by first class mail, postage prepaid, or (iii) delivered, costs prepaid, by any reputable delivery service that provides written evidence of delivery, or (iv) sent during normal business hours by facsimile transmission or other electronic transmission, including e-mail, that is evidenced by written mechanical confirmation of delivery or written confirmation from the recipient that the transmission was received, in which case notice shall be deemed given on the date of facsimile or electronic transmission. Notice shall be given at the addresses appearing below:

Landlord:

The City of Charleston

2 George Street, Suite 3601

Charleston, SC 29401

Email: calej@charleston-sc.gov

Tenant:

The Medical University of South Carolina

22 WestEdge Street, Suite 300

Charleston, SC 29403

Email: callagha@musc.edu

Copy to:

Department of Administration

Real Property Services

1200 Senate Street, 6th Floor

Columbia, South Carolina 29201

Email: rps@admin.sc.gov

Either party may, from time to time, by notice as herein provided, designate a different address to which notice to it shall be sent.

ARTICLE 16 - AMENDMENTS

16.1. This Lease may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purposes unless it is in writing and signed by the party against whom enforcement thereof is sought.

ARTICLE 17 - HOLDOVER

17.1. In the event Tenant shall remain in the Parking Lot after the Term, or Extended Term, as the case may be, has expired Tenant shall be deemed to be a tenant from month to month and Tenant shall continue to pay the Rent last in effect under the Lease for the Term plus fifteen (15) percent of such Rent (hereinafter referred to as "115% Rent") until either Landlord or Tenant, by ninety (90) days' written notice to the other, shall terminate this Lease, whereupon the 115% Rent and all other charges payable by Tenant hereunder shall be apportioned as of such date of termination.

ARTICLE 18 - MISCELLANEOUS

18.1. If any provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

18.2. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

18.3. This Lease may be executed in counterparts, each of which when so executed and delivered, shall constitute an original, fully executed counterpart for all purposes, but such counterparts shall constitute but one instrument.

18.4. The article headings of this Lease are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

18.5. This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

18.6. In the event Landlord or Tenant is involved in any bankruptcy or insolvency proceedings and trustee fails to perform or rejects any of the bankrupt party's obligations under this Lease, the non-bankrupt party shall have the option to terminate this Lease.

18.7. Tenant will be responsible for providing and maintaining signage to identify the leased parking spaces.

18.8. Any amendment, renewal, subordination, non-disturbance, attornment, estoppel or other agreement affecting a change to the terms and conditions herein and requiring the signature of Tenant requires the approval of Real Property Services.

18.9. This Lease is subject to and conditioned upon the approval of Real Property Services and shall be of no force or effect until the consent of such office shall be endorsed herein.

18.10 The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, an electronic or telefaxed signature (hereinafter, an "Electronic Signature") of any party or approver on this Lease shall be deemed valid and binding and admissible by any party against any other party as if same were an original ink signature. The parties further acknowledge and agree that they (a) intend to be bound by any Electronic Signatures affixed to this Lease, (b) are aware that the other party or parties will rely on any such Electronic Signatures, (c) such an electronically signed Lease may not be denied legal effect or enforceability solely because it is in electronic form or signed with an Electronic Signature, and (d) the foregoing provisions regarding Electronic Signature apply solely to the execution of this Lease, and shall in no event be deemed to amend any other written obligations of any party (including, but not limited to, any notice provisions) set forth in this Lease.

ARTICLE 19 – WAIVER OF CONTRACTUAL RIGHTS

19.1 The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year indicated under their signature.

LANDLORD:
City of Charleston

(signature for landlord)

(printed name and title of signatory)

(date signed by landlord)

TENANT:
Medical University of South Carolina

Carlo Scarpa

(signature for tenant)

Aaron Howell **Executive Vice President for Finance and**
(printed name and title of signatory)

12/12/2025

(date signed by tenant)

MUSC/MUHA
OFFICE OF THE
GENERAL COUNSEL
APPROVED AS TO FORM
December 11, 2025

This Lease is approved in accordance with the South Carolina Code of Regulations §19-447.1000 by the Department of Administration, Real Property Services, this _____ day of _____, 20_____. This Lease was approved by the Joint Bond Review Committee at its _____, 20____ meeting and by the State Fiscal Accountability Authority at its _____, 20____ meeting.

b.)

COMMITTEE ON REAL ESTATE
GENERAL FORM

TO: Committee on Real Estate DATE: January 14, 2026
FROM: Julia Copeland DEPT: Legal
ADDRESS: 14 Sumar Street
TMS: Charleston County TMS No. 352-08-00-006
PROPERTY OWNER: Ashley Landing(Edens), LLC
Ordinance amending Exhibit H of the Public Infrastructure Improvements
Agreement between City of Charleston and Ashley Landing (Edens),
LLC to reduce the number of multi-family units from 325 to 285 and
commensurate affordable housing units (10%) from 32 to 29.
ACTION REQUEST:

ORDINANCE: Is an ordinance required? Yes No

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

	<u>Signature</u>	<u>Attachments</u>
Department Head	<hr/>	<input type="checkbox"/>
Legal Department	<i>Julia Copeland</i> <hr/>	<input checked="" type="checkbox"/>
Chief Financial Officer	<hr/>	<input type="checkbox"/>
Director Real Estate Management	<i>M. Minn</i> <hr/>	<input type="checkbox"/>
	<hr/>	<input type="checkbox"/>

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).



Ratification
Number _____

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF CHARLESTON A SECOND AMENDMENT TO THE PUBLIC INFRASTRUCTURE IMPROVEMENTS AGREEMENT WITH ASHLEY LANDING, LLC.

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 a Second Amendment to the Public Infrastructure Improvements Agreement with Ashley Landing, LLC, for the purpose of amending Exhibit H, attached hereto, to reflect a reduction in the number of multifamily units being constructed from 325 to 285 and reducing the commensurate number of affordable units (10%) from 32 to 29.

Section 2. This Ordinance shall become effective upon ratification.

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

By:

William S. Cogswell, Jr.
Mayor

Attest:

Jennifer Cook
Clerk of Council

SECOND AMENDMENT TO PUBLIC INFRASTRUCTURE IMPROVEMENTS AGREEMENT

THIS SECOND AMENDMENT TO PUBLIC INFRASTRUCTURE IMPROVEMENTS AGREEMENT (this “**Amendment**”) is made and entered into effective as of January ___, 2026 (the “**Amendment Effective Date**”), by and between the CITY OF CHARLESTON, SOUTH CAROLINA, a South Carolina municipal corporation (“**City**”) and ASHLEY LANDING (EDENS), LLC, a South Carolina limited liability company (“**Developer**”).

RECITALS:

A. The City and Developer entered into that certain Public Infrastructure Improvements Agreement dated effective as of October 8, 2024, as amended by First Amendment to Public Infrastructure Improvements Agreement dated January 9, 2025 (the “**Agreement**”) to correct the location of the pocket park as shown on Exhibit D, for the development of certain real property being located on Sam Rittenberg Boulevard, City of Charleston, Charleston County, South Carolina, and being more particularly described as the “Property” in the Agreement; and,

B. The Developer desires to amend Exhibit H to the Agreement. The parties have agreed to enter into this Amendment to amend such Exhibit H and the parties have agreed that such changes do not compromise the economic viability of the Property and TIF Bonds as a whole.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the City and Developer agree as follows:

1. The above Recitals are incorporated by reference.
2. All capitalized terms used in this Amendment shall have the same meaning set forth in the Agreement unless the context requires otherwise.
3. Exhibit H to the Agreement is amended as follows:
 - a. The fourth (4th) “WHEREAS” clause is deleted in its entirety and replaced with the following:

“**WHEREAS**, the AH Owner plans to construct as part of the Public Infrastructure Project under the Public Infrastructure Improvement Agreement within the Property at least ten (10%) percent (e.g., twenty-nine [29] rental multi-family units will be eighty percent [80%] Units based on a total of two hundred eighty-five [285] total rental multi-family units) for the benefit of those who earn no more than eighty percent (80%) of the Area Median Income (AMI) (the “**80% Units**”),”

- b. Paragraph 2 is deleted in its entirety and replaced with the following:

“2. Affordability Restrictions. The AH Owner shall construct or cause to be constructed on the Property at least ten percent (10%) (e.g., twenty-nine [29] rental

multi-family units will be 80% Units based on a total of two hundred eighty-five [285] total rental multi-family units) (the “**Project**”) which the AH Owner covenants and agrees shall be made affordable to tenants as contemplated herein below.”

4. Except as amended or modified by this Amendment, the Agreement is incorporated by reference. The Agreement is ratified and confirmed and continues in full force and effect as amended by this Amendment. In the event of a conflict between the terms and provisions of the Agreement and the terms and provisions of this Amendment, this Amendment shall control.

5. This Amendment may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Amendment. The parties agree that delivery of a digital image (e.g., pdf) of an executed counterpart of this Amendment by electronic transmission (e.g., facsimile or email) shall be the same as delivery of an original and the parties agree to accept a digital image of this Amendment, as executed, as true and correct originals and admissible as the best evidence for the purposes of state law, Federal Rule of Evidence 1002, and like statutes and regulations. Any signature page of this Amendment may be detached from any counterpart of this Amendment without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Amendment identical in form hereto but having attached to it one or more additional signature pages.

(signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Amendment, intending to be legally bound hereby as of the Amendment Effective Date.

Witnesses:

CITY OF CHARLESTON, SOUTH CAROLINA, a South Carolina municipal corporation

Print Name:

By: _____
William S. Cogswell, Jr., Mayor

Print Name:

Witnesses:

ASHLEY LANDING (EDENS), LLC, a South Carolina limited liability company

By: Edens Limited Partnership, a Delaware limited partnership, its sole member

By: Edens GP, LLC, its general partner

Print Name:

By: _____
Mark P. Garside,
Chief Financial Officer

Print Name:



c(1).
Ratification
Number _____

AN ORDINANCE

To provide for the annexation of property known as Two Parcels off Adele Street (0.26 acre) (TMS# 351-07-00-056; 351-07-00-055), 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 7. The property is owned by Bubsy 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 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 7 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, Two Parcels off Adele Street, (0.26 acre) is identified by the Charleston County Assessors Office as TMS# 351-07-00-056, 351-07-00-055 (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 _____ Year of the Independence of the United States of America.

By:

William S. Cogswell, Jr.
Mayor

Attest:

Jennifer Cook
Clerk of Council

ANNEXATION PROFILE

Address:	Two Parcels off Adele Street	# Units:	0
Owners:	Bubsy LLC	# Residents:	0
Parcel ID:	3510700056 and 3510700055	Race:	Vacant
Mail Address:	P.O. Box 80086 Charleston, SC 29416	Acreage:	0.26
City Area:	West Ashley	Stormwater:	To Be Calculated
Subdivision:	Ancrum Hill	Current Use:	Vacant
Council District:	7	County Zoning:	R-4
Within UGB:	Yes	Applicant-Requested Zoning:	RO
Date Presented:	2/10/2026	Staff-Recommended Zoning:	RO
Year Built:	NA	Appraised Value:	\$34,054.00
		Assessed Value:	\$2,050.00

POLICE	Located in existing service area - Team 4
FIRE	Located in existing service area - Station 16
PUBLIC SERVICE	
SANITATION	Located in existing service area. Property is undeveloped.
STORMWATER	Contiguous to existing service area.
STREETS + SIDEWALKS	No additional City-maintained right-of-way
TRAFFIC + TRANSPORTATION	
SIGNALIZATION	None
SIGNAGE	None
PAVEMENT MARKINGS	None
CHARLESTON WATER SYSTEMS	CWS service area.
PLANNING	
URBAN GROWTH BOUNDARY	Property is an undeveloped site within the line.
CITY PLAN	Development and zoning are consistent with the City Plan.
ELEVATION RANGE	13-16 ft
PARKS	Already being served.

CITY PLAN: The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.

FUTURE LAND USE DESIGNATION: Suburban

ANNEXATION MAP

LOCATION: West Ashley
ADDRESS: Two Parcels off Adele Street
TAX MAP #: 3510700056 and 3510700055
ACREAGE: 0.26
COUNCIL DISTRICT: 7

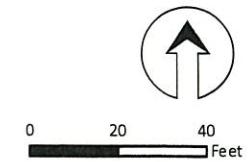


City of Charleston
Dept. of Planning, Preservation &
Sustainability
2 George St, Third Floor
Charleston, SC 29401
www.charleston-sc.gov

Date: 1/15/2026

Legend

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



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 0.26 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 3510700056 and 3510700055 (Address: Two Parcels off Adele Street as Identified by TMS).

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)

Perry K. Waring, Mgr. Bubey, Inc
(Print Name)

DATE OF SIGNATURE

(Date)

Jan. 13, 2026

(Signature)

(Date)

(Print Name)

C(ii).



Ratification
Number _____

AN ORDINANCE

To provide for the annexation of property known as 1444 Joy Avenue (0.23 acre) (TMS# 352-13-00-190), 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 9. The property is owned by Nathan Hertel.

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 9 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 1444 Joy Avenue, (0.23 acre) is identified by the Charleston County Assessors Office as TMS# 352-13-00-190, (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 _____ Year of the Independence of the United States of America.

By:

William S. Cogswell, Jr.
Mayor

Attest:

Jennifer Cook
Clerk of Council

ANNEXATION PROFILE

Address:	1444 Joy Avenue	# Units:	0
Owners:	Nathan Hertel	# Residents:	0
Parcel ID:	3521300190	Race:	Vacant
Mail Address:	1488 Orange Grove Road Charleston, SC 29407	Acreage:	0.23
City Area:	West Ashley	Stormwater:	To Be Calculated
Subdivision:	Orange Grove Estates	Current Use:	Vacant
Council District:	9	County Zoning:	R-4
Within UGB:	Yes	Applicant-Requested Zoning:	STR
Date Presented:	2/10/2026	Staff-Recommended Zoning:	STR
Year Built:	NA	Appraised Value:	\$110,000.00
		Assessed Value:	\$6,600.00

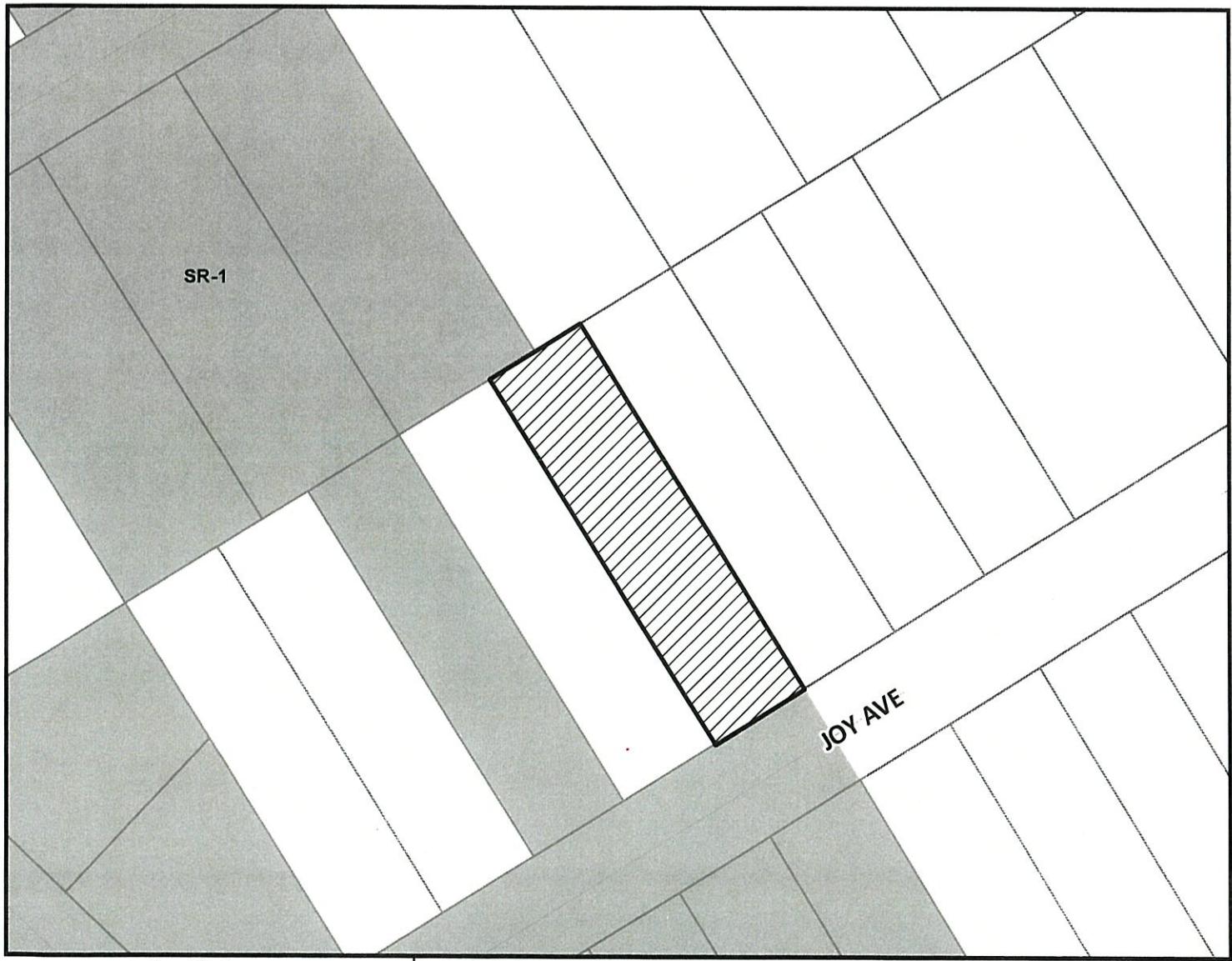
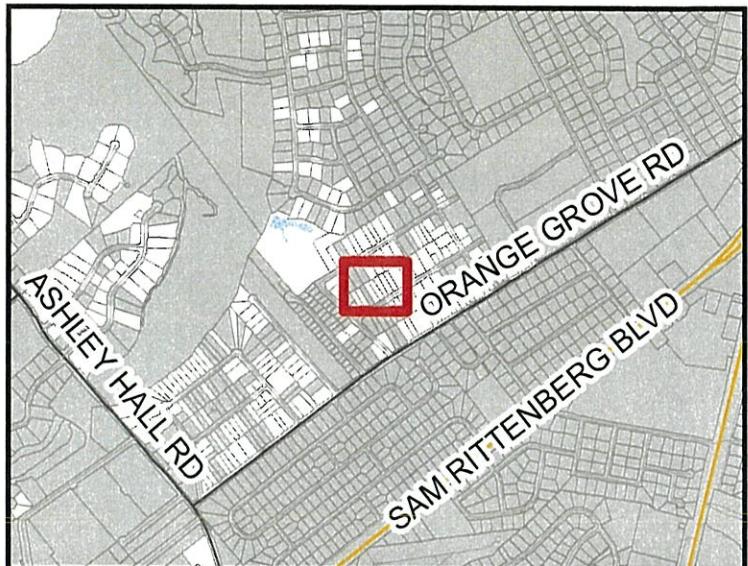
POLICE	Located in existing service area - Team 4
FIRE	Located in existing service area - Station 12
PUBLIC SERVICE	
SANITATION	Located in existing service area. Property is undeveloped.
STORMWATER	Contiguous to existing service area.
STREETS + SIDEWALKS	No additional City-maintained right-of-way
TRAFFIC + TRANSPORTATION	
SIGNALIZATION	No additional right-of-way
SIGNAGE	No additional right-of-way
PAVEMENT MARKINGS	No additional right-of-way
CHARLESTON WATER SYSTEMS	CWS service area.
PLANNING	
URBAN GROWTH BOUNDARY	Property is an undeveloped site within the line.
CITY PLAN	Development and zoning are consistent with the City Plan.
ELEVATION RANGE	15-17 ft
PARKS	Already being served.

CITY PLAN: The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.

FUTURE LAND USE DESIGNATION: Suburban

ANNEXATION MAP

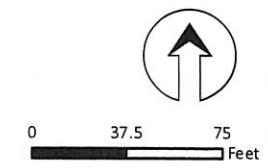
LOCATION: West Ashley
ADDRESS: 1444 Joy Avenue
TAX MAP #: 3521300190
ACREAGE: 0.23
COUNCIL DISTRICT: 9



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

Date: 1/15/2026

Legend	
Annexation Area	
GrowthBoundary	Water
Parcels	Charleston City Limits



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 0.23 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 352 13 00 190 (Address: 1444 Joy 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.

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Nathan Hartel

(Signature)

12/17/2025

Nathan Hertel

(Print Name)

(Signature)

(Date)

c (iii).



Ratification
Number _____

AN ORDINANCE

To provide for the annexation of property known as 1310 and 1312 S Edgewater Drive (0.6 acre) (TMS# 349-13-00-028), 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 Brandy and David Arnold.

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, 1310 and 1312 S Edgewater Drive, (0.6 acre) is identified by the Charleston County Assessors Office as TMS# 349-13-00-028, (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 _____ Year of the Independence of the United States of America.

By:

William S. Cogswell, Jr.
Mayor

Attest:

Jennifer Cook
Clerk of Council

ANNEXATION PROFILE

Address: 1310 and 1312 S Edgewater Drive **# Units:** 1
Owners: Brandy and David Arnold **# Residents:** 3
Parcel ID: 3491300028 **Race:** Caucasian
Mail Address: 1310 S. Edgewater Drive **Acreage:** 0.60
Charleston, SC 29407 **Stormwater:** 132.00
City Area: West Ashley **Current Use:** Residential
Subdivision: Edgewater Park **County Zoning:** R-4
Council District: 11 **Applicant-Requested Zoning:** SR-1
Within UGB: Yes **Staff-Recommended Zoning:** SR-1
Date Presented: 2/10/2026 **Appraised Value:** \$897,000.00
Year Built: 1956 **Assessed Value:** \$35,880.00

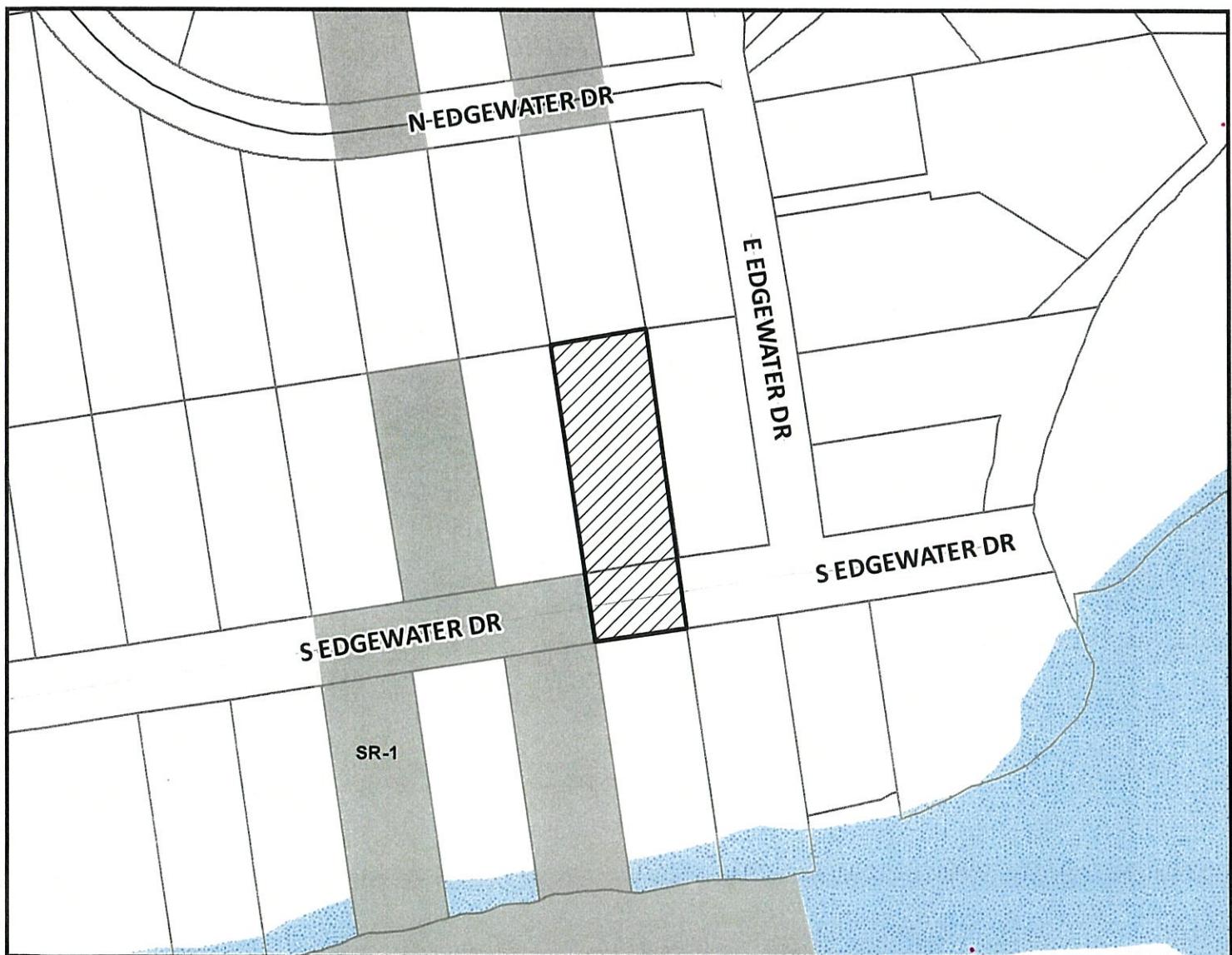
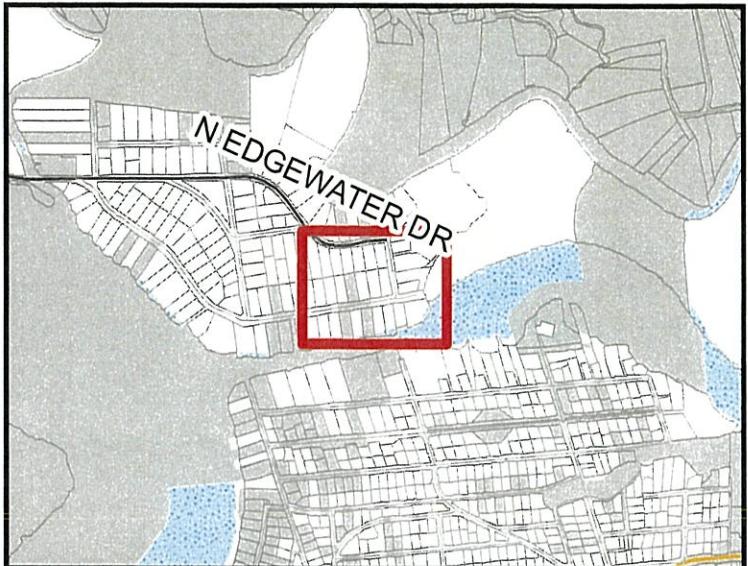
POLICE	Located in existing service area - Team 4
FIRE	Located in existing service area - Station 11
PUBLIC SERVICE	
SANITATION	Located in existing service area. One additional stop.
STORMWATER	Contiguous to existing service area.
STREETS + SIDEWALKS	Additional State-maintained right-of-way
TRAFFIC + TRANSPORTATION	
SIGNALIZATION	None
SIGNAGE	None
PAVEMENT MARKINGS	Good Condition
CHARLESTON WATER SYSTEMS	CWS service area.
PLANNING	
URBAN GROWTH BOUNDARY	Property is a developed site within the line.
CITY PLAN	Development and zoning are consistent with the City Plan.
ELEVATION RANGE	8-10 ft
PARKS	Already being served.

CITY PLAN: The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.

FUTURE LAND USE DESIGNATION: Suburban Edge

ANNEXATION MAP

LOCATION: West Ashley
ADDRESS: 1310 & 1312 S Edgewater Dr
TAX MAP #: 3491300028
ACREAGE: 0.60
COUNCIL DISTRICT: 11



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

Date: 1/15/2026

Legend

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

0 50 100
Feet



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 6 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 3491300028 (Address: 1310 + 1312 Sedgefield Dr (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

Jan 15
(Signature)

David C. Averill
(Print Name)

Beaudybtinalo
(Signature)

Branchy B. Arnold
(Print Name)

DATE OF SIGNATURE

1-14-2026
(Date)

(Date) _____



Ratification
Number _____

AN ORDINANCE

To provide for the annexation of property known as 1309 N Edgewater Drive (0.49 acre) (TMS# 349-13-00-079), 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 Nasser and Mary Lisa Razmyar.

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, 1309 N Edgewater Drive, (0.49 acre) is identified by the Charleston County Assessors Office as TMS# 349-13-00-079, (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 _____ Year of the Independence of the United States of America.

By:

William S. Cogswell, Jr.
Mayor

Attest:

Jennifer Cook
Clerk of Council

ANNEXATION PROFILE

Address:	1309 N Edgewater Drive	# Units:	1
Owners:	Nasser and Mary Lisa Razmyar	# Residents:	2
Parcel ID:	3491300079	Race:	Caucasian
Mail Address:	1309 N. Edgewater Drive Charleston, SC 29407	Acreage:	0.49
City Area:	West Ashley	Stormwater:	Exempt
Subdivision:	Edgewater Park	Current Use:	Residential
Council District:	11	County Zoning:	R-4
Within UGB:	Yes	Applicant-Requested Zoning:	SR-1
Date Presented:	2/10/2026	Staff-Recommended Zoning:	SR-1
Year Built:	1950	Appraised Value:	\$394,010.00
		Assessed Value:	\$13,760.00

POLICE	Located in existing service area - Team 4
FIRE	Located in existing service area - Station 11
PUBLIC SERVICE	
SANITATION	Located in existing service area. One additional stop.
STORMWATER	Contiguous to existing service area.
STREETS + SIDEWALKS	No additional City-maintained right-of-way
TRAFFIC + TRANSPORTATION	
SIGNALIZATION	None
SIGNAGE	None
PAVEMENT MARKINGS	Good Condition
CHARLESTON WATER SYSTEMS	CWS service area.
PLANNING	
URBAN GROWTH BOUNDARY	Property is a developed site within the line.
CITY PLAN	Development and zoning are consistent with the City Plan.
ELEVATION RANGE	6-9 ft
PARKS	Already being served.

CITY PLAN: The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.

FUTURE LAND USE DESIGNATION: Suburban Edge

ANNEXATION MAP

LOCATION: West Ashley
ADDRESS: 1309 N Edgewater Dr
TAX MAP #: 3491300079
ACREAGE: 0.49
COUNCIL DISTRICT: 11



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

Date: 12/31/2025

Legend

- Annexation Area (Hatched)
- Growth Boundary (Green line)
- Parcels (White)
- Charleston City Limits (Grey)
- Water (Blue stippling)

0 45 90 Feet

A compass rose showing cardinal directions: North, South, East, and West.

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

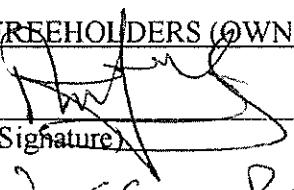
WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

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

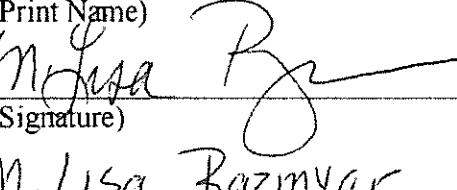
SAID PROPERTY, located in West Ashley (approximately .49 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 3491300079 Address: 1309 N. Edgewater Dr. Charleston, SC 29407
(3491300079)

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)

Nossar Razmyar
(Print Name)


(Signature)

M. Lisa Razmyar
(Print Name)

DATE OF SIGNATURE

12/28/2025
(Date)

12/28/2025
(Date)



C (v).
Ratification
Number _____

AN ORDINANCE

To provide for the annexation of property known as 1450 S Edgewater Drive (0.62 acre) (TMS# 349-13-00-047), 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 Nancy C Meyer.

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, 1450 S Edgewater Drive, (0.62 acre) is identified by the Charleston County Assessors Office as TMS# 349-13-00-047, (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 _____ Year of the Independence of the United States of America.

By:

William S. Cogswell, Jr.
Mayor

Attest:

Jennifer Cook
Clerk of Council

ANNEXATION PROFILE

Address:	1450 S Edgewater Drive	# Units:	1
Owners:	Nancy C Meyer	# Residents:	1
Parcel ID:	3491300047	Race:	Caucasian
Mail Address:	1450 S Edgewater Drive Charleston, SC 29407	Acreage:	0.62
City Area:	West Ashley	Stormwater:	Exempt
Subdivision:	Edgewater Park	Current Use:	Residential
Council District:	11	County Zoning:	R-4
Within UGB:	Yes	Applicant-Requested Zoning:	SR-1
Date Presented:	2/10/2026	Staff-Recommended Zoning:	SR-1
Year Built:	1950	Appraised Value:	\$419,520.00
		Assessed Value:	\$14,780.00

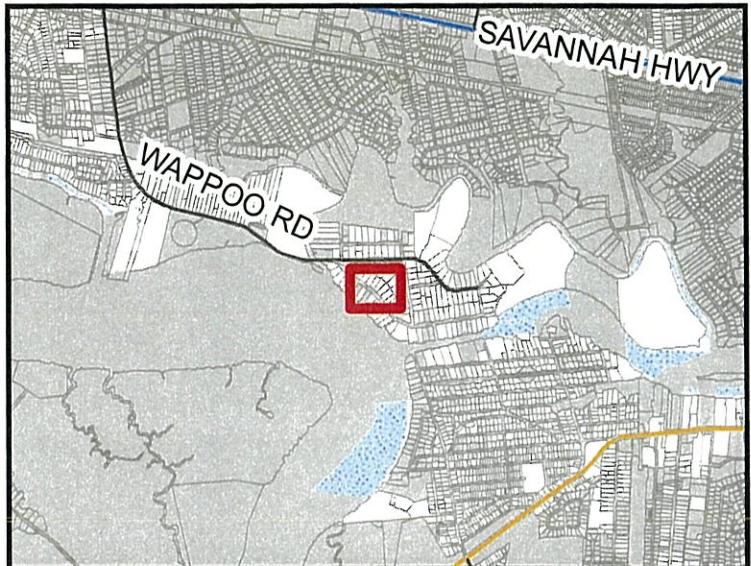
POLICE	Located in existing service area - Team 4
FIRE	Located in existing service area - Station 11
PUBLIC SERVICE	
SANITATION	Located in existing service area. One additional stop.
STORMWATER	Contiguous to existing service area.
STREETS + SIDEWALKS	Additional State-maintained right-of-way
TRAFFIC + TRANSPORTATION	
SIGNALIZATION	None
SIGNAGE	None
PAVEMENT MARKINGS	Good Condition
CHARLESTON WATER SYSTEMS	CWS service area.
PLANNING	
URBAN GROWTH BOUNDARY	Property is a developed site within the line.
CITY PLAN	Development and zoning are consistent with the City Plan.
ELEVATION RANGE	7-10 ft
PARKS	Already being served.

CITY PLAN: The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.

FUTURE LAND USE DESIGNATION: Suburban Edge

ANNEXATION MAP

LOCATION: West Ashley
ADDRESS: 1450 S Edgewater Dr
TAX MAP #: 3491300047
ACREAGE: 0.18
COUNCIL DISTRICT: 11



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

Date: 12/22/2025

Legend

- Annexation Area (Hatched)
- GrowthBoundary (Green line)
- Parcels (White)
- Water (Blue dots)
- Charleston City Limits (Grey)

0 50 100
Feet

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# 3491300047 (Address: 1450 South Edgewater Drive, Charleston, South Carolina, 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

Nancy C. Meyer
(Signature)

Nancy C. Meyer
(Print Name)

(Signature)

(Print Name)

DATE OF SIGNATURE

11-19-25
(Date)

(Date)